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

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**Form 10-Q**

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(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the quarterly period ended May 31, 2015.

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.

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**ACUITY BRANDS, INC.**

*(Exact name of registrant as specified in its charter)*

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**Delaware**

*(State or other jurisdiction of  
incorporation or organization)*

**1170 Peachtree Street, N.E., Suite 2300,  
Atlanta, Georgia**

*(Address of principal executive offices)*

**58-2632672**

*(I.R.S. Employer  
Identification Number)*

**30309-7676**

*(Zip Code)*

**(404) 853-1400**

*(Registrant's telephone number, including area code)*

**None**

*(Former Name, Former Address and Former Fiscal Year, if Changed Since Last Report)*

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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 and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted 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 and post such files). Yes  No

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

Large Accelerated Filer

Accelerated Filer

Non-accelerated Filer

Smaller Reporting Company

*(Do not check if a smaller reporting company)*

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the 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 — 43,542,240 shares as of June 29, 2015.

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ACUITY BRANDS, INC.

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**PART I. FINANCIAL INFORMATION**

**Item 1. Financial Statement**

**ACUITY BRANDS, INC.**  
**CONSOLIDATED BALANCE SHEETS**  
*(In millions, except share and per-share data)*

	May 31, 2015	August 31, 2014
	(unaudited)	
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ 652.1	\$ 552.5
Accounts receivable, less reserve for doubtful accounts of \$1.2 and \$1.9 as of May 31, 2015 and August 31, 2014, respectively	392.8	373.4
Inventories	256.4	212.0
Deferred income taxes	20.6	21.5
Prepayments and other current assets	21.7	27.3
Total Current Assets	1,343.6	1,186.7
Property, Plant, and Equipment, at cost:		
Land	7.0	7.8
Buildings and leasehold improvements	119.9	116.0
Machinery and equipment	402.1	375.8
Total Property, Plant, and Equipment	529.0	499.6
Less — Accumulated depreciation and amortization	364.1	347.1
Property, Plant, and Equipment, net	164.9	152.5
Other Assets:		
Goodwill	565.3	569.4
Intangible assets, net	226.1	231.6
Deferred income taxes	3.3	3.0
Other long-term assets	24.6	24.9
Total Other Assets	819.3	828.9
Total Assets	\$ 2,327.8	\$ 2,168.1
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current Liabilities:		
Accounts payable	\$ 301.9	\$ 287.4
Accrued compensation	58.3	54.8
Accrued pension liabilities, current	1.2	1.2
Other accrued liabilities	124.7	127.1
Total Current Liabilities	486.1	470.5
Long-Term Debt	353.7	353.6
Accrued Pension Liabilities, less current portion	58.1	65.1
Deferred Income Taxes	58.5	58.4
Self-Insurance Reserves, less current portion	7.4	6.8
Other Long-Term Liabilities	50.3	50.2
Total Liabilities	1,014.1	1,004.6
Commitments and Contingencies (see <i>Commitments and Contingencies</i> 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; 52,915,029 issued and 43,195,774 outstanding at May 31, 2015; 52,581,917 issued and 42,862,662 outstanding at August 31, 2014	0.5	0.5
Paid-in capital	783.6	761.5
Retained earnings	1,038.6	893.6
Accumulated other comprehensive loss	(88.8)	(71.9)
Treasury stock, at cost, 9,719,255 shares at May 31, 2015 and August 31, 2014	(420.2)	(420.2)
Total Stockholders' Equity	1,313.7	1,163.5
Total Liabilities and Stockholders' Equity	\$ 2,327.8	\$ 2,168.1

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		Nine Months Ended	
	May 31, 2015	May 31, 2014	May 31, 2015	May 31, 2014
Net Sales	\$ 683.7	\$ 603.9	\$ 1,947.2	\$ 1,724.8
Cost of Products Sold	388.1	360.5	1,122.9	1,029.1
Gross Profit	295.6	243.4	824.3	695.7
Selling, Distribution, and Administrative Expenses	196.0	170.8	550.0	487.5
Special Charge	0.4	—	9.8	(0.2)
Operating Profit	99.2	72.6	264.5	208.4
Other Expense (Income):				
Interest Expense, net	7.9	8.1	23.8	24.1
Miscellaneous (Income) Expense, net	(9.5)	(0.1)	(10.5)	0.6
Total Other (Income) Expense	(1.6)	8.0	13.3	24.7
Income before Provision for Income Taxes	100.8	64.6	251.2	183.7
Provision for Income Taxes	36.3	20.8	89.2	62.7
Net Income	\$ 64.5	\$ 43.8	\$ 162.0	\$ 121.0
<b>Earnings Per Share:</b>				
Basic Earnings per Share	\$ 1.49	\$ 1.01	\$ 3.74	\$ 2.81
Basic Weighted Average Number of Shares Outstanding	43.2	42.8	43.1	42.7
Diluted Earnings per Share	\$ 1.48	\$ 1.01	\$ 3.72	\$ 2.79
Diluted Weighted Average Number of Shares Outstanding	43.5	43.1	43.4	43.0
Dividends Declared per Share	\$ 0.13	\$ 0.13	\$ 0.39	\$ 0.39
<b>Comprehensive Income:</b>				
Net Income	\$ 64.5	\$ 43.8	\$ 162.0	\$ 121.0
Other Comprehensive Income (Expense) Items:				
Foreign currency translation adjustments	(1.5)	1.8	(18.5)	2.8
Defined benefit pension plans, net of tax	0.9	0.7	1.6	1.9
Other Comprehensive Income (Expense), net of tax	(0.6)	2.5	(16.9)	4.7
Comprehensive Income	\$ 63.9	\$ 46.3	\$ 145.1	\$ 125.7

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)*

	Nine Months Ended	
	May 31	
	2015	2014
<b>Cash Provided by (Used for) Operating Activities:</b>		
Net income	\$ 162.0	\$ 121.0
<b>Adjustments to reconcile net income to net cash provided by (used for) operating activities:</b>		
Depreciation and amortization	34.2	32.2
Share-based compensation expense	12.8	13.2
Excess tax benefits from share-based payments	(12.6)	(10.5)
Loss on the sale or disposal of property, plant, and equipment	1.4	0.1
Deferred income taxes	0.4	0.7
Gain on financial instruments, net	(10.5)	—
<b>Change in assets and liabilities, net of effect of acquisitions, divestitures, and effect of exchange rate changes:</b>		
Accounts receivable	(25.5)	(34.0)
Inventories	(46.7)	(10.4)
Prepayments and other current assets	2.0	(0.1)
Accounts payable	17.0	6.6
Other current liabilities	28.2	25.6
Other	(4.5)	(15.6)
<b>Net Cash Provided by Operating Activities</b>	<b>158.2</b>	<b>128.8</b>
<b>Cash Provided by (Used for) Investing Activities:</b>		
Purchases of property, plant, and equipment	(42.3)	(24.8)
Proceeds from sale of property, plant, and equipment	1.0	0.9
Investment and acquisition of business, net of cash acquired	(14.6)	—
Proceeds from settlement of financial instrument	14.4	—
Purchase of financial instrument	(4.1)	—
<b>Net Cash Used for Investing Activities</b>	<b>(45.6)</b>	<b>(23.9)</b>
<b>Cash Provided by (Used for) Financing Activities:</b>		
Proceeds from stock option exercises and other	7.5	8.3
Excess tax benefits from share-based payments	12.6	10.5
Dividends paid	(17.0)	(16.9)
Other financing activities	(10.4)	—
<b>Net Cash (Used for) Provided by Financing Activities</b>	<b>(7.3)</b>	<b>1.9</b>
<b>Effect of Exchange Rate Changes on Cash</b>	<b>(5.7)</b>	<b>1.4</b>
<b>Net Change in Cash and Cash Equivalents</b>	<b>99.6</b>	<b>108.2</b>
<b>Cash and Cash Equivalents at Beginning of Period</b>	<b>552.5</b>	<b>359.1</b>
<b>Cash and Cash Equivalents at End of Period</b>	<b>\$ 652.1</b>	<b>\$ 467.3</b>
<b>Supplemental Cash Flow Information:</b>		
Income taxes paid during the period	\$ 79.3	\$ 55.0
Interest paid during the period	\$ 21.6	\$ 21.4

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

**ACUITY BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**  
*(Amounts in millions, except per-share data and as indicated)*

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**1. Description of Business and Basis of Presentation**

Acuity Brands, Inc. (“Acuity Brands”) is the parent company of Acuity Brands Lighting, Inc. (“ABL”) and other subsidiaries (Acuity Brands, ABL, and such other subsidiaries are collectively referred to herein as the “Company”). The Company designs, produces, and distributes a broad array of lighting solutions and services for commercial, institutional, industrial, infrastructure, and residential applications for various markets throughout North America and select international markets. The Company’s lighting solutions include devices such as luminaires, lighting controls, power supplies, prismatic skylights, light-emitting diode (“LED”) lamps and drivers, and integrated lighting systems for indoor and outdoor applications utilizing a combination of light sources, including daylight, and other devices controlled by software that monitors and manages light levels while optimizing energy consumption (collectively referred to herein as “lighting solutions”). The Company has one operating segment serving the North American lighting market and select international markets.

The *Consolidated Financial Statements* have been prepared by the Company in accordance with U.S. generally accepted accounting principles (“U.S. GAAP”) and present the financial position, results of operations, and cash flows of Acuity Brands and its wholly-owned subsidiaries. References made to years are for fiscal year periods.

These unaudited interim consolidated financial statements reflect all normal and recurring adjustments which are, in the opinion of management, necessary to present fairly the Company’s consolidated financial position as of May 31, 2015, the consolidated statements of comprehensive income for the three and nine months ended May 31, 2015 and 2014, and the consolidated cash flows for the nine months ended May 31, 2015 and 2014. Certain information and footnote disclosures normally included in the Company’s annual financial statements prepared in accordance with U.S. GAAP have been condensed or omitted. However, the Company believes 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 of the Company as of and for the three years ended August 31, 2014 and notes thereto included in the Company’s Annual Report on Form 10-K filed with the Securities and Exchange Commission (the “SEC”) on October 29, 2014 (File No. 001-16583) (“Form 10-K”).

The results of operations for the three and nine months ended May 31, 2015 and 2014 are not necessarily indicative of the results to be expected for the full fiscal year because the net sales and net income of the Company historically have been higher in the second half of its fiscal year and because, among other reasons, the continued uncertainty of general economic conditions that may impact the key end markets of the Company for the remainder of fiscal 2015.

**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*

Certain prior-period amounts have been reclassified to conform to the current year presentation. No material reclassifications occurred during the current period.

**3. Acquisitions and Investments**

*Distech Acquisition*

On March 9, 2015, the Company announced that it had entered into an agreement to acquire all of the outstanding capital stock of Distech Controls Inc. (“Distech”), a provider of building automation and energy management solutions that allow for the integration of lighting, HVAC, access control, closed circuit television, and related systems. Distech is headquartered in Quebec, Canada. The terms of the agreement reflect a cash purchase price totaling \$318.0 Canadian dollars, or approximately \$255.0 U.S. dollars, which will be funded using cash on hand. Subsequent to the announcement, Distech discovered shipments by it and its

**ACUITY BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**

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subsidiaries during the past five years of standard commercial building control products directly or indirectly to customers in a country that may constitute violations of U.S. and Canadian sanctions or export regulations, including those administered by the U.S. Office of Foreign Asset Control (“OFAC”) and the Export Controls Division (“TIE”) of Foreign Affairs, Trade and Development Canada. Distech estimates that it received total revenue of approximately \$0.3 from these shipments. Distech has voluntarily self-reported the potential violations to OFAC and TIE and retained outside counsel that is conducting an investigation of the matter and preparing a full voluntary disclosure to be filed with these agencies.

The Company intends to fully cooperate with respect to any investigations by governmental agencies of the potential violations following its acquisition of Distech. Distech has represented to the Company that Distech has substantially completed its investigation into the potential violations and that it has provided the Company with all relevant facts identified to date that are material to this matter. The shareholders of Distech have also jointly agreed to indemnify the Company for damages, if any, in respect of, connected with or arising out of the potential violations or any inaccuracy or breach of the representations made by Distech to the Company related thereto, up to a specified aggregate amount, which is not material to the Company’s consolidated financial statements. These indemnity obligations will be supported by an escrow account containing proceeds from the transaction equal to the specified aggregate amount. The Company currently believes that this indemnity will be sufficient to cover any damages related to the potential violations and the costs and expenses related to the investigation thereof and any related remedial actions. The Company therefore does not expect this matter to have a material adverse effect on the business, financial condition, cash flow, or results of operations of the Company. There can be no assurance, however, that actual damages, costs and expenses will not be in excess of the indemnity or that the Company and its affiliates will not be subject to other damages, including but not limited to damage to the Company’s reputation or monetary or non-monetary penalties as permitted under applicable trade laws, that may not be fully covered by the indemnity.

The closing of this pending transaction is subject to approval by certain Distech shareholders and other closing conditions. If these remaining conditions are successfully concluded, the Company would expect to complete the acquisition of Distech in September 2015.

During March 2015, the Company entered into a foreign currency forward contract in an effort to mitigate nearly all of the foreign currency exposure associated with the Canadian dollar purchase price. In accordance with U.S. GAAP, a firm commitment to enter into a business combination shall not be designated as a hedged item. As such, the gain of approximately \$14.4 realized on the ultimate settlement of the forward contract, which was based on market exchange rates at the settlement date of the forward contract, was recognized in *Miscellaneous (Income) Expense, net* within the *Consolidated Statements of Comprehensive Income*. Immediately following the settlement of the forward contract, the Company purchased, for approximately \$4.1, a currency hedge option to purchase substantially all of the Distech Canadian dollar purchase price on June 30, 2015. The decrease in the fair value of the option (approximately \$3.9) was recognized in *Miscellaneous (Income) Expense, net* within the *Consolidated Statements of Comprehensive Income*. On June 30, 2015, the Company entered into another foreign currency forward contract.

#### ***Other Acquisitions and Investments***

During the quarter ended May 31, 2015, using cash on hand, the Company acquired substantially all of the assets and assumed certain liabilities of ByteLight, Inc. (“ByteLight”), a provider of indoor location software for LED lighting, and made a strategic, non-controlling investment in a company specializing in light sensory networks. ByteLight is headquartered in Boston, Massachusetts. The operating results of ByteLight have been included in the Company’s consolidated financial statements since the date of acquisition. The non-controlling investment which is reflected in *Other long term assets* on the *Consolidated Balance Sheets* was accounted for using the cost method.

#### **4. New Accounting Pronouncements**

##### ***Accounting Standards Adopted in Fiscal 2015***

In March 2013, the FASB issued ASU No. 2013-05, *Foreign Currency Matters (Topic 830): Parent’s Accounting for the Cumulative Translation Adjustment upon Derecognition of Certain Subsidiaries or Groups of Assets within a Foreign Entity or of an Investment in a Foreign Entity (a consensus of the FASB Emerging Issues Task Force)* (“ASU 2013-05”), which applies to the release of the cumulative translation adjustment into net income when a parent either sells a part or all of its investment in a foreign entity or no longer holds a controlling financial interest in a subsidiary or group of assets that is a business (other than a sale of in substance real estate or conveyance of oil and gas mineral rights) within a foreign entity. ASU 2013-05 is effective prospectively for fiscal years (and interim reporting periods within those years) beginning after December 15, 2013. The provisions of ASU 2013-05 did not have a material effect on the Company’s financial condition, results of operations, or cash flows.

**ACUITY BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**

In July 2013, the FASB issued ASU No. 2013-11, *Income Taxes (Topic 740): Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists (a consensus of the FASB Emerging Issues Task Force)* (“ASU 2013-11”), which applies to the presentation of unrecognized tax benefits as a liability on the balance sheet when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward is not available at the reporting date under the tax law of the applicable jurisdiction to settle any additional income taxes that would result from the disallowance of a tax position or the tax law of the applicable jurisdiction does not require the entity to use, and the entity does not intend to use, the deferred tax asset for such purpose. ASU 2013-11 is effective prospectively for fiscal years (and interim reporting periods within those years) beginning after December 15, 2013. The provisions of ASU 2013-11 did not have a material effect on the Company’s financial condition, results of operations, or cash flows.

**Accounting Standards Yet to Be Adopted**

In May 2014, the FASB issued ASU No. 2014-09, *Revenue From Contracts With Customers* (“ASU 2014-09”), which outlines a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers. ASU 2014-09 is effective for fiscal years (and interim reporting periods within those years) beginning after December 15, 2016. The Company is currently evaluating the impact of the provisions of ASU 2014-09.

In April 2015, the FASB issued ASU No. 2015-03, *Simplifying The Presentation Of Debt Issuance Costs* (“ASU 2015-03”), which changes the presentation of debt issuance costs in financial statements. ASU 2015-03 is effective for fiscal years (and interim reporting periods within those years) beginning after December 15, 2015. The provisions of ASU 2015-03 are not expected to have a material effect on the Company’s financial condition.

In April 2015, the FASB issued ASU No. 2015-05, *Customer’s Accounting For Fees Paid In A Cloud Computing Arrangement* (“ASU 2015-05”), which provides guidance for a customer’s accounting for cloud computing costs. ASU 2015-05 is effective for fiscal years (and interim reporting periods within those years) beginning after December 15, 2015. The provisions of ASU 2015-05 are not expected to have a material effect on the Company’s financial condition, results of operations, or cash flows.

**5. Fair Value Measurements**

The Company determines fair value measurements based on the assumptions a market participant would use in pricing the asset or liability. ASC Topic 820, *Fair Value Measurements and Disclosures* (“ASC 820”), establishes a three level hierarchy making a distinction 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).

The following table presents information about assets and liabilities required to be carried at fair value and measured on a recurring basis as of May 31, 2015 and August 31, 2014:

	Fair Value Measurements as of:							
	May 31, 2015				August 31, 2014			
	Level 1	Level 2	Level 3	Total Fair Value	Level 1	Level 2	Level 3	Total Fair Value
<b>Assets:</b>								
Cash and cash equivalents	\$ 652.1	\$ —	\$ —	\$ 652.1	\$ 552.5	\$ —	\$ —	\$ 552.5
Other	0.8	—	—	0.8	0.6	—	—	0.6
<b>Liabilities:</b>								
Other	\$ 0.6	\$ —	\$ 0.3	\$ 0.9	\$ 0.6	\$ —	\$ 11.6	\$ 12.2

The Company utilizes valuation methodologies to determine the fair values of its 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.



**ACUITY BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**

The Company used the following valuation methods and assumptions in estimating the fair value of the following assets and liabilities:

The fair value of Level 1 assets and liabilities is determined based on quoted market prices.

The fair value of Level 3 liabilities is estimated using a discounted cash flow technique with significant inputs that are not observable in the market, appropriately discounted considering the uncertainties associated with the obligation. Changes in these inputs, including probability assessments or the discount rate, could result in a higher or lower fair value measurement. Any reasonably likely change in the assumptions used in the analysis would not result in a material change to the fair value of these liabilities.

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.

The Company's Level 3 liabilities consist of certain acquisition-related liabilities. The change in these liabilities during fiscal 2015 was due to a \$2.0 increase in the estimated fair value, a \$11.6 decrease due to payments, and a \$1.7 decrease due to currency rate fluctuations in the period. The expense associated with the change in the estimated fair value was included in *Selling, Distribution, and Administrative Expenses* within the *Consolidated Statements of Comprehensive Income*.

Disclosures of fair value information about financial instruments (whether or not recognized in the balance sheet), 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.

The carrying values and estimated fair values of certain of the Company's financial instruments were as follows at May 31, 2015 and August 31, 2014:

	May 31, 2015		August 31, 2014	
	Carrying Value	Fair Value	Carrying Value	Fair Value
<b>Assets:</b>				
Investment in noncontrolling affiliate	\$ 8.0	\$ 8.0	\$ —	\$ —
<b>Liabilities:</b>				
Senior unsecured public notes, net of unamortized discount	\$ 349.7	\$ 387.6	\$ 349.6	\$ 391.2
Industrial revenue bond	4.0	4.0	4.0	4.0

Investment in noncontrolling affiliate represents a strategic investment accounted for using the cost method. The Company estimates that the historical cost of the acquired shares represents the fair value of the investment (Level 3).

The senior unsecured public notes are carried at the outstanding balance, net of bond discounts, 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 tax-exempt industrial revenue bond is carried at the outstanding balance as of the end of the reporting period. The industrial revenue bond is a variable-rate instrument that resets on a weekly basis; therefore, the Company estimates that the face amount of the bond approximates fair value as of May 31, 2015 based on bonds of similar terms and maturity (Level 2).

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 the Company. 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 the Company's management of liquidity and other risks, the fair values of all assets and liabilities should be taken into consideration, not only those presented above.

## 6. Goodwill and Intangible Assets

Through multiple acquisitions, the Company acquired intangible assets consisting primarily of trademarks and trade names associated with specific products with finite lives, definite-lived distribution networks, patented technology, non-compete

**ACUITY BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**

agreements, and customer relationships, which are amortized over their estimated useful lives. Indefinite-lived intangible assets consist of trade names that are expected to generate cash flows indefinitely.

The Company recorded amortization expense of \$2.7 and \$2.8 related to intangible assets with finite lives during the three months ended May 31, 2015 and 2014, respectively, and \$8.3 and \$8.4 during the nine months ended May 31, 2015 and 2014, respectively. Amortization expense is generally recorded on a straight-line basis and is expected to be approximately \$11.0 in fiscal 2015, \$10.7 in fiscal 2016, \$10.3 in fiscal 2017, \$10.3 in fiscal 2018, and \$10.3 in fiscal 2019. Since the Distech acquisition has not yet closed, these projections exclude any impact to amortization expense related to potential intangible assets associated with that transaction.

The change in the carrying amount of goodwill during the nine months ended May 31, 2015 is due to foreign currency translation adjustments. Further discussion of the Company's goodwill and other intangible assets is included within the *Significant Accounting Policies* footnote of the *Notes to Consolidated Financial Statements* within the Company's Form 10-K.

## 7. Inventories

Inventories include materials, labor, in-bound freight, and related manufacturing overhead, are stated at the lower of cost (on a first-in, first-out or average cost basis) or market, and consist of the following:

	May 31, 2015	August 31, 2014
Raw materials, supplies, and work in process <sup>(1)</sup>	\$ 135.4	\$ 125.7
Finished goods	134.2	97.6
	269.6	223.3
Less: Reserves	(13.2)	(11.3)
Total Inventory	\$ 256.4	\$ 212.0

<sup>(1)</sup> Due to the immaterial amount of estimated work in process and the short lead times for the conversion of raw materials to finished goods, the Company does not believe the segregation of raw materials and work in process to be meaningful information.

## 8. 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, which has been modified to include the effects of all participating securities (unvested share-based payment awards with a right to receive nonforfeitable dividends) as prescribed by the two-class method under ASC Topic 260, *Earnings Per Share* ("ASC 260"), during the period. The equity plan approved by stockholders in January 2013 changed the dividend provisions causing share-based payment awards to lose the right to receive nonforfeitable dividends. Due to this change, any shares granted after January 2013 are not participating securities as prescribed by the two-class method under ASC 260 and are accounted for in the diluted earnings per share calculation described below.

Diluted earnings per share is computed similarly but reflects the potential dilution that would occur if dilutive options were exercised, restricted stock awards (unvested share-based payment awards without a right to receive nonforfeitable dividends) were vested, and other distributions related to deferred stock agreements were incurred. Stock options of approximately 52,143 and 47,847 for the three months ended May 31, 2015 and 2014, respectively, and 62,175 and 57,845 for the nine months ended May 31, 2015 and 2014, respectively, were excluded from the diluted earnings per share calculation as the effect of inclusion would have been antidilutive. Restricted stock shares of 2,238 and 4,714 were excluded from the diluted earnings per share calculation for the nine months ended May 31, 2015, and 2014, respectively, as the effect of inclusion would have been antidilutive. There were no shares of restricted stock excluded from the diluted earnings per share calculation for the three months ended May 31, 2015 and 2014. Further discussion of the Company's stock options and restricted stock awards is included within the *Common Stock and Related Matters* and *Share-Based Payments* footnotes of the *Notes to Consolidated Financial Statements* within the Company's Form 10-K.

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The following table calculates basic earnings per common share and diluted earnings per common share for the three and nine months ended May 31, 2015 and 2014:

	Three Months Ended		Nine Months Ended	
	May 31, 2015	May 31, 2014	May 31, 2015	May 31, 2014
<b>Basic Earnings per Share:</b>				
Net income	\$ 64.5	\$ 43.8	\$ 162.0	\$ 121.0
Less: Income attributable to participating securities	(0.2)	(0.4)	(0.7)	(1.2)
Net income available to common shareholders	\$ 64.3	\$ 43.4	\$ 161.3	\$ 119.8
Basic weighted average shares outstanding	43.2	42.8	43.1	42.7
Basic earnings per share	\$ 1.49	\$ 1.01	\$ 3.74	\$ 2.81
<b>Diluted Earnings per Share:</b>				
Net income	\$ 64.5	\$ 43.8	\$ 162.0	\$ 121.0
Less: Income attributable to participating securities	(0.2)	(0.4)	(0.7)	(1.2)
Net income available to common shareholders	\$ 64.3	\$ 43.4	\$ 161.3	\$ 119.8
Basic weighted average shares outstanding	43.2	42.8	43.1	42.7
Common stock equivalents	0.3	0.3	0.3	0.3
Diluted weighted average shares outstanding	43.5	43.1	43.4	43.0
Diluted earnings per share	\$ 1.48	\$ 1.01	\$ 3.72	\$ 2.79

## 9. 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. Other comprehensive income for the Company includes foreign currency translation and pension adjustments.

The following table presents the changes in each component of accumulated other comprehensive loss:

	Foreign Currency Items	Defined Benefit Pension Plans	Accumulated Other Comprehensive Loss Items
Balance at August 31, 2014	\$ (18.1)	\$ (53.8)	\$ (71.9)
Other Comprehensive Income (Expense) before reclassifications	(18.5)	—	(18.5)
Amounts reclassified from accumulated other comprehensive income	—	1.6	1.6
Net current-period Other Comprehensive Income (Expense)	(18.5)	1.6	(16.9)
Balance at May 31, 2015	\$ (36.6)	\$ (52.2)	\$ (88.8)

**ACUITY BRANDS, INC.**  
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The following table presents the tax expense or benefit allocated to each component of other comprehensive income(expense) for the three months ended May 31, 2015 and 2014:

	Three Months Ended					
	May 31, 2015			May 31, 2014		
	Before Tax Amount	Tax (Expense) or Benefit	Net of Tax Amount	Before Tax Amount	Tax (Expense) or Benefit	Net of Tax Amount
Foreign Currency Translation Adjustments	\$ (1.5)	\$ —	\$ (1.5)	\$ 1.8	\$ —	\$ 1.8
Defined Benefit Pension Plans:						
Amortization of defined benefit pension items:						
Prior service cost	0.2 <sup>(1)</sup>	(0.1)	0.1	0.2 <sup>(1)</sup>	(0.1)	0.1
Actuarial losses	1.1 <sup>(1)</sup>	(0.3)	0.8	0.8 <sup>(1)</sup>	(0.2)	0.6
Total Defined Benefit Pension Plans, net	1.3	(0.4)	0.9	1.0	(0.3)	0.7
Other Comprehensive Income (Expense)	<u>\$ (0.2)</u>	<u>\$ (0.4)</u>	<u>\$ (0.6)</u>	<u>\$ 2.8</u>	<u>\$ (0.3)</u>	<u>\$ 2.5</u>

<sup>(1)</sup> These accumulated other comprehensive income components are included in net periodic pension cost. See *Pension and Profit Sharing Plans* footnote within the *Notes to Consolidated Financial Statements* for additional details.

The following table presents the tax expense or benefit allocated to each component of other comprehensive income (expense) for the nine months ended May 31, 2015 and 2014:

	Nine Months Ended					
	May 31, 2015			May 31, 2014		
	Before Tax Amount	Tax (Expense) or Benefit	Net of Tax Amount	Before Tax Amount	Tax (Expense) or Benefit	Net of Tax Amount
Foreign Currency Translation Adjustments	\$ (18.5)	\$ —	\$ (18.5)	\$ 2.8	\$ —	\$ 2.8
Defined Benefit Pension Plans:						
Actuarial gain (loss)	(1.3)	0.3	(1.0)	—	—	—
Amortization of defined benefit pension items:						
Prior service cost	0.6 <sup>(1)</sup>	(0.2)	0.4	0.6 <sup>(1)</sup>	(0.2)	0.4
Actuarial losses	3.3 <sup>(1)</sup>	(1.1)	2.2	2.3 <sup>(1)</sup>	(0.8)	1.5
Total Defined Benefit Pension Plans, net	2.6	(1.0)	1.6	2.9	(1.0)	1.9
Other Comprehensive Income (Expense)	<u>\$ (15.9)</u>	<u>\$ (1.0)</u>	<u>\$ (16.9)</u>	<u>\$ 5.7</u>	<u>\$ (1.0)</u>	<u>\$ 4.7</u>

<sup>(1)</sup> These accumulated other comprehensive income components are included in net periodic pension cost. See *Pension and Profit Sharing Plans* footnote within the *Notes to Consolidated Financial Statements* for additional details.

## 10. Debt

### *Lines of Credit*

On August 27, 2014, the Company executed a new \$250.0 revolving credit facility (the “Revolving Credit Facility”). The Revolving Credit Facility replaced the Company’s prior \$250.0 revolving credit facility, which was scheduled to mature on January 31, 2017. The Revolving Credit Facility will mature and all amounts outstanding will be due and payable on August 27, 2019.

The Revolving Credit Facility contains financial covenants, including a minimum interest coverage ratio (“Minimum Interest Coverage Ratio”) and a leverage ratio (“Maximum Leverage Ratio”) of total indebtedness to EBITDA (earnings before interest, taxes, depreciation, and amortization expense), as such terms are defined in the Revolving Credit Facility agreement. These ratios are computed at the end of each fiscal quarter for the most recent 12-month period. The Revolving Credit Facility allows for a Maximum Leverage Ratio of 3.50 and a Minimum Interest Coverage Ratio of 2.50, subject to certain conditions defined in the financing agreement. As of May 31, 2015, the Company was in compliance with all financial covenants under the Revolving Credit Facility. At May 31, 2015, the Company had additional borrowing capacity under the Revolving Credit Facility of \$243.9 under the most restrictive covenant in effect at the time, which represents the full amount of the Revolving Credit Facility less outstanding letters of credit of \$6.1 issued under the Revolving Credit Facility. As of May 31, 2015, the Company had outstanding letters of credit totaling \$10.3, primarily for securing collateral requirements under the casualty insurance programs for Acuity

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Brands and providing credit support for the Company's industrial revenue bond, including \$6.1 issued under the Revolving Credit Facility.

Generally, amounts outstanding under the Revolving Credit Facility bear interest at a "Eurocurrency Rate." 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") for the applicable currency plus a margin as determined by the Company's leverage ratio ("Applicable Margin"). The Applicable Margin is based on the Company's leverage ratio, as defined in the Revolving Credit Facility, with such margin ranging from 1.000% to 1.575%.

The Company is required to pay certain fees in connection with the Revolving Credit Facility, including administrative service fees and an annual facility fee. The annual facility fee is payable quarterly, in arrears, and is determined by the Company's leverage ratio as defined in the Revolving Credit Facility. This facility fee ranges from 0.125% to 0.300% of the aggregate \$250.0 commitment of the lenders under the Revolving Credit Facility.

**Notes**

At May 31, 2015, the Company had \$350.0 of publicly-traded, senior unsecured notes outstanding at a 6% interest rate that are scheduled to mature in December 2019 (the "Notes") and \$4.0 of tax-exempt industrial revenue bonds that are scheduled to mature in 2021. Further discussion of the Company's debt is included within the *Debt and Lines of Credit* footnote of the *Notes to Consolidated Financial Statements* within the Company's Form 10-K.

**Interest Expense**

Interest expense, net, is comprised primarily of interest expense on long-term debt, obligations in connection with non-qualified retirement benefits, and Revolving Credit Facility borrowings partially offset by interest income on cash and cash equivalents.

The following table summarizes the components of interest expense, net:

	Three Months Ended		Nine Months Ended	
	May 31, 2015	May 31, 2014	May 31, 2015	May 31, 2014
Interest expense	\$ 8.2	\$ 8.2	\$ 24.5	\$ 24.4
Interest income	(0.3)	(0.1)	(0.7)	(0.3)
Interest expense, net	\$ 7.9	\$ 8.1	\$ 23.8	\$ 24.1

**11. Commitments and Contingencies**

In the normal course of business, the Company is 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 reserves and claims, legal and contractual issues, environmental laws and regulations, guarantees, and indemnities. The Company establishes reserves when the associated costs related to uncertainties or guarantees become probable and can be reasonably estimated. For the period ended May 31, 2015, no material changes have occurred in the Company's reserves 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 the Company's Form 10-K.

**Product Warranty and Recall Costs**

Acuity Brands records an allowance 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 new technology products, which may include extended warranties, may not generate unexpected costs. If actual future warranty or recall costs exceed historical amounts, additional allowances may be required, which could have a material adverse impact on the Company's results of operations and cash flows.

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Reserves for product warranty and recall costs are included in *Other accrued liabilities* and *Other long-term liabilities* on the *Consolidated Balance Sheets*. The changes in the reserves for product warranty and recall costs during the nine months ended May 31, 2015 and 2014 are summarized as follows:

	Nine Months Ended	
	May 31	
	2015	2014
Beginning of period	\$ 8.5	\$ 5.9
Warranty and recall costs	15.6	17.6
Payments and other deductions	(13.0)	(13.1)
End of period	<u>\$ 11.1</u>	<u>\$ 10.4</u>

Amounts included in the table above for fiscal 2014 were adjusted to include certain warranty and recall costs as well as payments and other deductions primarily for products or components shipped to customers at no charge and labor costs to satisfy the product warranty and recall obligations of the Company.

### **Litigation**

The Company is subject to various legal claims arising in the normal course of business, including patent infringement and product recall 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 the financial condition, results of operations, or cash flows of the Company. 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 the financial condition, results of operations, or cash flows of the Company in future periods. The Company establishes reserves 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 reserved for such claims. However, the Company cannot make a meaningful estimate of actual costs to be incurred that could possibly be higher or lower than the amounts reserved.

## **12. Share-Based Payments**

The Company accounts for share-based payments through the measurement and recognition of compensation expense for share-based payment awards made to employees and directors of the Company, including stock options and restricted shares (all part of the Company's equity incentive plan), and share units representing certain deferrals into the Company's director deferred compensation plan or the Company's supplemental deferred savings plan. Each of these award programs is more fully discussed within the Company's Form 10-K. The Company recorded \$4.4 and \$4.5 of share-based expense for the three months ended May 31, 2015 and 2014, respectively, and \$12.8 and \$13.2 for the nine months ended May 31, 2015 and 2014, respectively. Benefits of tax deductions in excess of recognized share-based compensation cost are reported as a financing cash flow and were \$12.6 and \$10.5 for the nine months ended May 31, 2015 and 2014, respectively. New shares issued upon exercise of stock options were 6,933 for the three months ended May 31, 2014 and 187,766 and 198,618 for the nine months ended May 31, 2015 and 2014, respectively. There were no new shares issued upon exercise of stock options during the three months ended May 31, 2015.

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

## **13. Pension and Profit Sharing Plans**

The Company has 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. Plan assets are invested primarily in equity and fixed income securities.

**ACUITY BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**

Net periodic pension cost for the Company's defined benefit pension plans during the three and nine months ended May 31, 2015 and 2014 included the following components before tax:

	Three Months Ended		Nine Months Ended	
	May 31, 2015	May 31, 2014	May 31, 2015	May 31, 2014
Service cost	\$ 0.8	\$ 0.6	\$ 2.3	\$ 1.9
Interest cost	2.1	2.1	6.3	6.6
Expected return on plan assets	(2.8)	(2.5)	(8.2)	(7.5)
Amortization of prior service cost	0.2	0.2	0.6	0.6
Recognized actuarial loss	1.1	0.8	3.3	2.3
Net periodic pension cost	\$ 1.4	\$ 1.2	\$ 4.3	\$ 3.9

#### 14. Special Charge

##### *Fiscal 2013 Actions*

During fiscal 2013, the Company continued efforts to streamline the organization through the planned closure of certain production facilities as well as the realignment of responsibilities primarily within various selling, distribution, and administrative departments. These actions allowed the Company to reduce costs and enhance customer service capabilities, while permitting continued investment in future growth initiatives, such as new products, expanded market presence, and technology and innovation.

During fiscal 2013, the Company recorded a pre-tax special charge of \$7.8 consisting of severance and employee-related costs of \$7.6 and lease termination costs of \$0.2, which were included in *Special Charge* in the *Consolidated Statements of Comprehensive Income*. During fiscal 2014, the Company recognized a reversal of pre-tax special charges of \$0.2 due primarily to lower-than-anticipated costs related to severance and employee-related expenses of \$0.6 partially offset by production transfer costs of \$0.4. During fiscal 2015, the Company recognized a reversal of pre-tax special charges of \$0.4 due primarily to lower-than-anticipated costs related to severance and employee-related expenses.

##### *Fiscal 2015 Actions*

During fiscal 2015, the Company continued efforts to streamline the organization by realigning certain responsibilities primarily within various selling, distribution, and administrative departments and the consolidation of certain production activities. The Company expects that these actions to streamline its business activities, in addition to those taken in previous fiscal years, will allow it to reduce spending in certain areas while permitting continued investment in future growth initiatives, such as new products, expanded market presence, and technology and innovation. During fiscal 2015, the Company recorded a pre-tax special charge of \$10.2, consisting primarily of severance and employee-related costs of \$9.8 as well as production transfer costs of \$0.4.

As of May 31, 2015, remaining severance reserves were \$4.0 and are included in *Accrued Compensation* on the *Consolidated Balance Sheets*. The changes in the reserves related to these programs during the nine months ended May 31, 2015 are summarized as follows:

	Fiscal 2013 Actions	Fiscal 2015 Actions	Total
Balance at August 31, 2014	\$ 0.8	\$ —	\$ 0.8
Special charge	(0.4)	9.8	9.4
Payments made during the period	(0.2)	(6.0)	(6.2)
Balance at May 31, 2015	\$ 0.2	\$ 3.8	\$ 4.0

## 15. Supplemental Guarantor Condensed Consolidating Financial Statements

In December 2009, ABL, the wholly-owned and principal operating subsidiary of the Company, refinanced the then current outstanding debt through the issuance of the Notes. See *Debt and Lines of Credit* footnote of the *Notes to Consolidated Financial Statements* within the Company's Form 10-K for further information.

In accordance with the registration rights agreement by and between ABL and the guarantors to the Notes and the initial purchasers of the Notes, ABL and the guarantors to the Notes filed a registration statement with the SEC for an offer to exchange the Notes for an issue of SEC-registered notes with identical terms. Due to the filing of the registration statement and offer to exchange, the Company determined the need for compliance with Rule 3-10 of SEC Regulation S-X ("Rule 3-10"). In lieu of providing separate audited financial statements for ABL and ABL IP Holding, the Company has included the accompanying Condensed Consolidating Financial Statements in accordance with Rule 3-10(d) of SEC Regulation S-X since the Notes are fully and unconditionally guaranteed by Acuity Brands and ABL IP Holding. The column marked "Parent" represents the financial condition, results of operations, and cash flows of Acuity Brands. The column marked "Subsidiary Issuer" represents the financial condition, results of operations, and cash flows of ABL. The column entitled "Subsidiary Guarantor" represents the financial condition, results of operations, and cash flows of ABL IP Holding. Lastly, the column listed as "Non-Guarantors" includes the financial condition, results of operations, and cash flows of the non-guarantor direct and indirect subsidiaries of Acuity Brands, which consist primarily of foreign subsidiaries. Eliminations were necessary in order to arrive at consolidated amounts. In addition, the equity method of accounting was used to calculate investments in subsidiaries. Accordingly, this basis of presentation is not intended to present our financial condition, results of operations, or cash flows for any purpose other than to comply with the specific requirements for parent-sub subsidiary guarantor reporting.



**ACUITY BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**

**CONDENSED CONSOLIDATING BALANCE SHEETS**

	May 31, 2015					
	Parent	Subsidiary Issuer	Subsidiary Guarantor	Non- Guarantors	Consolidating Adjustments	Consolidated
<b>ASSETS</b>						
Current Assets:						
Cash and cash equivalents	\$ 614.4	\$ 3.5	\$ —	\$ 34.2	\$ —	\$ 652.1
Accounts receivable, net	—	349.9	—	42.9	—	392.8
Inventories	—	240.4	—	16.0	—	256.4
Other current assets	10.0	25.3	—	7.0	—	42.3
Total Current Assets	<u>624.4</u>	<u>619.1</u>	<u>—</u>	<u>100.1</u>	<u>—</u>	<u>1,343.6</u>
Property, Plant, and Equipment, net	0.3	129.5	—	35.1	—	164.9
Goodwill	—	524.2	2.7	38.4	—	565.3
Intangible assets, net	—	89.1	118.3	18.7	—	226.1
Deferred income taxes	30.5	—	—	3.3	(30.5)	3.3
Other long-term assets	0.1	22.3	—	2.2	—	24.6
Investments in and amounts due from subsidiaries	743.6	125.1	161.3	—	(1,030.0)	—
Total Assets	<u>\$ 1,398.9</u>	<u>\$ 1,509.3</u>	<u>\$ 282.3</u>	<u>\$ 197.8</u>	<u>\$ (1,060.5)</u>	<u>\$ 2,327.8</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>						
Current Liabilities:						
Accounts payable	\$ 0.8	\$ 285.7	\$ —	\$ 15.4	\$ —	\$ 301.9
Other accrued liabilities	20.7	142.8	—	20.7	—	184.2
Total Current Liabilities	<u>21.5</u>	<u>428.5</u>	<u>—</u>	<u>36.1</u>	<u>—</u>	<u>486.1</u>
Long-Term Debt	—	353.7	—	—	—	353.7
Deferred Income Taxes	—	89.0	—	—	(30.5)	58.5
Other Long-Term Liabilities	63.7	31.9	—	20.2	—	115.8
Amounts due to affiliates	—	—	—	67.1	(67.1)	—
Total Stockholders' Equity	<u>1,313.7</u>	<u>606.2</u>	<u>282.3</u>	<u>74.4</u>	<u>(962.9)</u>	<u>1,313.7</u>
Total Liabilities and Stockholders' Equity	<u>\$ 1,398.9</u>	<u>\$ 1,509.3</u>	<u>\$ 282.3</u>	<u>\$ 197.8</u>	<u>\$ (1,060.5)</u>	<u>\$ 2,327.8</u>

**ACUITY BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**

**CONDENSED CONSOLIDATING BALANCE SHEETS**

	August 31, 2014					
	Parent	Subsidiary Issuer	Subsidiary Guarantor	Non- Guarantors	Consolidating Adjustments	Consolidated
<b>ASSETS</b>						
Current Assets:						
Cash and cash equivalents	\$ 516.0	\$ 3.1	\$ —	\$ 33.4	\$ —	\$ 552.5
Accounts receivable, net	—	331.0	—	42.4	—	373.4
Inventories	—	196.8	—	15.2	—	212.0
Other current assets	9.4	31.6	—	7.8	—	48.8
Total Current Assets	525.4	562.5	—	98.8	—	1,186.7
Property, Plant, and Equipment, net	0.4	121.4	—	30.7	—	152.5
Goodwill	—	524.2	2.7	42.5	—	569.4
Intangible assets, net	—	86.6	121.5	23.5	—	231.6
Deferred income taxes	30.4	—	—	3.1	(30.5)	3.0
Other long-term assets	4.2	18.0	—	2.7	—	24.9
Investments in and amounts due from subsidiaries	692.6	130.2	142.3	—	(965.1)	—
Total Assets	\$ 1,253.0	\$ 1,442.9	\$ 266.5	\$ 201.3	\$ (995.6)	\$ 2,168.1
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>						
Current Liabilities:						
Accounts payable	\$ 1.1	\$ 268.2	\$ —	\$ 18.1	\$ —	\$ 287.4
Other accrued liabilities	25.0	129.5	—	28.6	—	183.1
Total Current Liabilities	26.1	397.7	—	46.7	—	470.5
Long-Term Debt	—	353.6	—	—	—	353.6
Deferred Income Taxes	—	88.9	—	—	(30.5)	58.4
Other Long-Term Liabilities	63.4	34.4	—	24.3	—	122.1
Amounts due to affiliates	—	—	—	52.3	(52.3)	—
Total Stockholders' Equity	1,163.5	568.3	266.5	78.0	(912.8)	1,163.5
Total Liabilities and Stockholders' Equity	\$ 1,253.0	\$ 1,442.9	\$ 266.5	\$ 201.3	\$ (995.6)	\$ 2,168.1

**ACUITY BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**

**CONDENSED CONSOLIDATING STATEMENTS OF COMPREHENSIVE INCOME**

	Three Months Ended May 31, 2015					
	Parent	Subsidiary Issuer	Subsidiary Guarantor	Non-Guarantors	Consolidating Adjustments	Consolidated
<b>Net Sales:</b>						
External sales	\$ —	\$ 622.2	\$ —	\$ 61.5	\$ —	\$ 683.7
Intercompany sales	—	—	10.5	21.9	(32.4)	—
Total Sales	—	622.2	10.5	83.4	(32.4)	683.7
Cost of Products Sold	—	343.4	—	66.0	(21.3)	388.1
Gross Profit	—	278.8	10.5	17.4	(11.1)	295.6
Selling, Distribution, and Administrative Expenses	7.9	179.2	1.0	19.0	(11.1)	196.0
Intercompany charges	(0.8)	0.4	—	0.4	—	—
Special Charge	—	0.4	—	—	—	0.4
Operating Profit (Loss)	(7.1)	98.8	9.5	(2.0)	—	99.2
Interest expense, net	2.5	5.4	—	—	—	7.9
Equity earnings in subsidiaries	(70.7)	1.3	—	—	69.4	—
Miscellaneous (income) expense, net	—	(8.6)	—	(0.9)	—	(9.5)
Income before Provision for Income Taxes	61.1	100.7	9.5	(1.1)	(69.4)	100.8
Provision (Benefit) for Income Taxes	(3.4)	35.5	3.8	0.4	—	36.3
Net Income	\$ 64.5	\$ 65.2	\$ 5.7	\$ (1.5)	\$ (69.4)	\$ 64.5
<b>Other Comprehensive Income (Expense) Items:</b>						
Foreign Currency Translation Adjustments	(1.5)	(1.5)	—	—	1.5	(1.5)
Defined Benefit Pension Plans, net	0.9	0.3	—	0.3	(0.6)	0.9
Other Comprehensive Income (Expense) Items, net of tax	(0.6)	(1.2)	—	0.3	0.9	(0.6)
Comprehensive Income (Expense)	\$ 63.9	\$ 64.0	\$ 5.7	\$ (1.2)	\$ (68.5)	\$ 63.9

**ACUITY BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**

**CONDENSED CONSOLIDATING STATEMENTS OF COMPREHENSIVE INCOME**

	Three Months Ended May 31, 2014					
	Parent	Subsidiary Issuer	Subsidiary Guarantor	Non-Guarantors	Consolidating Adjustments	Consolidated
<b>Net Sales:</b>						
External sales	\$ —	\$ 545.5	\$ —	\$ 58.4	\$ —	\$ 603.9
Intercompany sales	—	—	9.6	25.1	(34.7)	—
Total Sales	—	545.5	9.6	83.5	(34.7)	603.9
Cost of Products Sold	—	325.4	—	59.6	(24.5)	360.5
Gross Profit	—	220.1	9.6	23.9	(10.2)	243.4
Selling, Distribution, and Administrative Expenses	7.2	153.4	1.0	19.4	(10.2)	170.8
Intercompany charges	(0.8)	0.4	—	0.4	—	—
Operating Profit (Loss)	(6.4)	66.3	8.6	4.1	—	72.6
Interest expense, net	2.5	5.7	—	(0.1)	—	8.1
Equity earnings in subsidiaries	(49.5)	(2.3)	—	—	51.8	—
Miscellaneous (income) expense, net	—	(0.8)	—	0.7	—	(0.1)
Income before Provision for Income Taxes	40.6	63.7	8.6	3.5	(51.8)	64.6
Provision (Benefit) for Income Taxes	(3.2)	19.4	3.4	1.2	—	20.8
Net Income	\$ 43.8	\$ 44.3	\$ 5.2	\$ 2.3	\$ (51.8)	\$ 43.8
<b>Other Comprehensive Income (Expense) Items:</b>						
Foreign Currency Translation Adjustments	1.8	1.8	—	—	(1.8)	1.8
Defined Benefit Pension Plans, net	0.7	1.0	—	0.7	(1.7)	0.7
Other Comprehensive Income (Expense) Items, net of tax	2.5	2.8	—	0.7	(3.5)	2.5
Comprehensive Income (Expense)	\$ 46.3	\$ 47.1	\$ 5.2	\$ 3.0	\$ (55.3)	\$ 46.3

**ACUITY BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**

**CONDENSED CONSOLIDATING STATEMENTS OF COMPREHENSIVE INCOME**

	Nine Months Ended May 31, 2015					
	Parent	Subsidiary Issuer	Subsidiary Guarantor	Non- Guarantors	Consolidating Adjustments	Consolidated
<b>Net Sales:</b>						
External sales	\$ —	\$ 1,758.6	\$ —	\$ 188.6	\$ —	\$ 1,947.2
Intercompany sales	—	—	29.7	72.1	(101.8)	—
Total Sales	—	1,758.6	29.7	260.7	(101.8)	1,947.2
Cost of Products Sold	—	996.0	—	197.6	(70.7)	1,122.9
Gross Profit	—	762.6	29.7	63.1	(31.1)	824.3
Selling, Distribution, and Administrative Expenses	23.3	496.6	3.0	58.2	(31.1)	550.0
Intercompany charges	(2.4)	1.2	—	1.2	—	—
Special Charge	—	9.8	—	—	—	9.8
Operating Profit (Loss)	(20.9)	255.0	26.7	3.7	—	264.5
Interest expense (income), net	7.6	16.3	—	(0.1)	—	23.8
Equity earnings in subsidiaries	(180.5)	(3.0)	—	—	183.5	—
Miscellaneous (income) expense, net	—	(9.5)	—	(1.0)	—	(10.5)
Income before Provision for Income Taxes	152.0	251.2	26.7	4.8	(183.5)	251.2
Provision (Benefit) for Income Taxes	(10.0)	86.4	10.7	2.1	—	89.2
Net Income	\$ 162.0	\$ 164.8	\$ 16.0	\$ 2.7	\$ (183.5)	\$ 162.0
<b>Other Comprehensive Income (Expense) Items:</b>						
Foreign Currency Translation Adjustments	(18.5)	(18.5)	—	—	18.5	(18.5)
Defined Benefit Pension Plans, net	1.6	1.0	—	0.2	(1.2)	1.6
Other Comprehensive Income (Expense) Items, net of tax	(16.9)	(17.5)	—	0.2	17.3	(16.9)
Comprehensive Income (Expense)	<u>\$ 145.1</u>	<u>\$ 147.3</u>	<u>\$ 16.0</u>	<u>\$ 2.9</u>	<u>\$ (166.2)</u>	<u>\$ 145.1</u>

**ACUITY BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**

**CONDENSED CONSOLIDATING STATEMENTS OF COMPREHENSIVE INCOME**

	Nine Months Ended May 31, 2014					
	Parent	Subsidiary Issuer	Subsidiary Guarantor	Non- Guarantors	Consolidating Adjustments	Consolidated
<b>Net Sales:</b>						
External sales	\$ —	\$ 1,541.8	\$ —	\$ 183.0	\$ —	\$ 1,724.8
Intercompany sales	—	—	27.0	67.8	(94.8)	—
Total Sales	—	1,541.8	27.0	250.8	(94.8)	1,724.8
Cost of Products Sold	—	908.8	—	185.7	(65.4)	1,029.1
Gross Profit	—	633.0	27.0	65.1	(29.4)	695.7
Selling, Distribution, and Administrative Expenses	21.0	435.6	3.1	57.2	(29.4)	487.5
Intercompany charges	(2.4)	1.2	—	1.2	—	—
Special Charge	—	(0.2)	—	—	—	(0.2)
Operating Profit (Loss)	(18.6)	196.4	23.9	6.7	—	208.4
Interest expense (income), net	7.5	16.7	—	(0.1)	—	24.1
Equity earnings in subsidiaries	(137.8)	(5.3)	—	—	143.1	—
Miscellaneous (income) expense, net	—	(0.7)	—	0.2	1.1	0.6
Income before Provision for Income Taxes	111.7	185.7	23.9	6.6	(144.2)	183.7
Provision (Benefit) for Income Taxes	(9.3)	61.1	9.4	1.5	—	62.7
Net Income	\$ 121.0	\$ 124.6	\$ 14.5	\$ 5.1	\$ (144.2)	\$ 121.0
<b>Other Comprehensive Income (Expense) Items:</b>						
Foreign Currency Translation Adjustments	2.8	2.8	—	—	(2.8)	2.8
Defined Benefit Pension Plans, net	1.9	1.6	—	1.1	(2.7)	1.9
Other Comprehensive Income (Expense) Items, net of tax	4.7	4.4	—	1.1	(5.5)	4.7
Comprehensive Income (Expense)	\$ 125.7	\$ 129.0	\$ 14.5	\$ 6.2	\$ (149.7)	\$ 125.7

**ACUITY BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**

**CONDENSED CONSOLIDATING STATEMENTS OF CASH FLOWS**

	Nine Months Ended May 31, 2015					
	Parent	Subsidiary Issuer	Subsidiary Guarantor	Non- Guarantors	Consolidating Adjustments	Consolidated
Net Cash Provided by Operating Activities	\$ 104.8	\$ 33.8	\$ —	\$ 19.6	\$ —	\$ 158.2
Cash Provided by (Used for) Investing Activities:						
Purchases of property, plant, and equipment	—	(29.9)	—	(12.4)	—	(42.3)
Proceeds from sale of property, plant, and equipment	—	1.0	—	—	—	1.0
Investments in subsidiaries	(9.5)	—	—	—	9.5	—
Investment and acquisition of business	—	(14.6)	—	—	—	(14.6)
Proceeds from settlement of financial instrument	—	14.4	—	—	—	14.4
Purchase of financial instrument	—	(4.1)	—	—	—	(4.1)
Net Cash Used for Investing Activities	(9.5)	(33.2)	—	(12.4)	9.5	(45.6)
Cash Provided by (Used for) Financing Activities:						
Proceeds from stock option exercises and other	7.5	—	—	—	—	7.5
Excess tax benefits from share-based payments	12.6	—	—	—	—	12.6
Intercompany capital	—	—	—	9.5	(9.5)	—
Dividends paid	(17.0)	—	—	—	—	(17.0)
Other financing activities	—	—	—	(10.4)	—	(10.4)
Net Cash Provided by Financing Activities	3.1	—	—	(0.9)	(9.5)	(7.3)
Effect of Exchange Rate Changes on Cash	—	(0.2)	—	(5.5)	—	(5.7)
Net Change in Cash and Cash Equivalents	98.4	0.4	—	0.8	—	99.6
Cash and Cash Equivalents at Beginning of Period	516.0	3.1	—	33.4	—	552.5
Cash and Cash Equivalents at End of Period	\$ 614.4	\$ 3.5	\$ —	\$ 34.2	\$ —	\$ 652.1

**ACUITY BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**

**CONDENSED CONSOLIDATING STATEMENTS OF CASH FLOWS**

	Nine Months Ended May 31, 2014					
	Parent	Subsidiary Issuer	Subsidiary Guarantor	Non- Guarantors	Consolidating Adjustments	Consolidated
Net Cash Provided by Operating Activities	\$ 102.3	\$ 25.3	\$ —	\$ 1.2	\$ —	\$ 128.8
Cash Provided by (Used for) Investing Activities:						
Purchases of property, plant, and equipment	—	(20.2)	—	(4.6)	—	(24.8)
Proceeds from sale of property, plant, and equipment	—	0.9	—	—	—	0.9
Investments in subsidiaries	—	(4.5)	—	4.5	—	—
Net Cash Used for Investing Activities	—	(23.8)	—	(0.1)	—	(23.9)
Cash Provided by (Used for) Financing Activities:						
Proceeds from stock option exercises and other	8.3	—	—	—	—	8.3
Excess tax benefits from share-based payments	10.5	—	—	—	—	10.5
Dividends paid	(16.9)	—	—	—	—	(16.9)
Net Cash Provided by Financing Activities	1.9	—	—	—	—	1.9
Effect of Exchange Rate Changes on Cash	—	—	—	1.4	—	1.4
Net Change in Cash and Cash Equivalents	104.2	1.5	—	2.5	—	108.2
Cash and Cash Equivalents at Beginning of Period	331.0	0.8	—	27.3	—	359.1
Cash and Cash Equivalents at End of Period	\$ 435.2	\$ 2.3	\$ —	\$ 29.8	\$ —	\$ 467.3



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

*(\$ in millions, except per-share data and as indicated)*

The following discussion should be read in conjunction with the *Consolidated Financial Statements* and related notes included within this report. References made to years are for fiscal year periods.

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. and its subsidiaries as of May 31, 2015 and for the three and nine months ended May 31, 2015 and 2014. For a more complete understanding of this discussion, please read the *Notes to Consolidated Financial Statements* included in this report. Also, please refer to the Company's Annual Report on Form 10-K for the fiscal year ended August 31, 2014, filed with the Securities and Exchange Commission (the "SEC") on October 29, 2014 ("Form 10-K").

### **Overview**

#### **Company**

Acuity Brands, Inc. ("Acuity Brands") is the parent company of Acuity Brands Lighting, Inc. ("ABL") and other subsidiaries (Acuity Brands, ABL, and such other subsidiaries are collectively referred to herein as the "Company"). The Company, with its principal office in Atlanta, Georgia, employs approximately 7,000 people worldwide.

The Company designs, produces, and distributes a broad array of lighting solutions, components, and services for commercial, institutional, industrial, infrastructure, and residential applications for various markets throughout North America and select international markets. The Company's lighting solutions include devices such as luminaires, lighting controls, power supplies, prismatic skylights, light-emitting diode ("LED") lamps and drivers, and integrated lighting systems for indoor and outdoor applications utilizing a combination of light sources, including daylight, and other devices controlled by software that monitors and manages light levels while optimizing energy consumption (collectively referred to herein as "lighting solutions"). The Company is one of the world's leading producers and distributors of lighting solutions, with a broad, highly configurable product offering, consisting of a diversified portfolio of lighting, controls, and daylighting brands. The Company integrates conventional and advanced solid-state lighting fixtures with digital controls and daylighting products to create greater energy efficiencies and higher quality of light for a broad and diverse customer base. As of May 31, 2015, the Company operates 16 manufacturing facilities and seven distribution facilities along with three warehouses to serve its extensive customer base.

The Company continues to expand and enhance its portfolio of lighting solutions, including the following transaction:

On April 15, 2015, the Company acquired for cash substantially all of the assets and assumed certain liabilities of ByteLight, Inc. ("ByteLight"), a provider of indoor location software for LED lighting. ByteLight is headquartered in Boston, Massachusetts.

Please refer to the *Description of Business and Basis of Presentation* footnote of the *Notes to Consolidated Financial Statements* for more information.

#### **Liquidity and Capital Resources**

The Company's principal sources of liquidity are operating cash flows generated primarily from its business operations, cash on hand, and various sources of borrowings. The ability of the Company to generate sufficient cash flow from operations or to access certain capital markets, including banks, is necessary to fund its operations and capital expenditures, pay dividends, meet its obligations as they become due, and maintain compliance with covenants contained in its financing agreements.

Based on its cash on hand, availability under existing financing arrangements and current projections of cash flow from operations, the Company believes that it will be able to meet its liquidity needs over the next 12 months. Short-term needs are expected to include funding operations as currently planned, making anticipated capital investments, paying quarterly stockholder dividends as currently anticipated, paying principal and interest on borrowings as currently scheduled, making required contributions to its employee benefit plans, funding potential acquisitions, and potentially repurchasing shares of its outstanding common stock as authorized by the Board of Directors (the "Board"). Two million shares of the Company's common stock are currently authorized and available for repurchase under an existing repurchase program. The Company expects to repurchase these shares on an opportunistic basis. The Company intends to use approximately \$255.0 of cash on hand to fund the Distech Controls, Inc. ("Distech") acquisition which is expected to be completed in September 2015 subject to formal approval of certain shareholders of Distech and other customary closing conditions (see the *Subsequent Event* footnote of the *Notes to Consolidated Financial Statements* for additional information). The Company currently expects to invest approximately two and a half percent of net sales during fiscal 2015, of which \$42.3 had been invested as of May 31, 2015, primarily for equipment, tooling, facility enhancements, as well as new and enhanced information technology capabilities. Additionally, management believes that the Company's cash flows from operations and sources of funding, including, but not limited to, borrowing capacity, will sufficiently support the long-term liquidity needs of the Company.

The Company operates five manufacturing facilities in Mexico, which are authorized to operate as Maquiladoras by the Ministry of Economy of Mexico. Maquiladora status allows the Company to import certain items from the United States into Mexico duty-free, provided that such items, after processing, are exported from Mexico within a stipulated time frame. Maquiladora status, which is renewed periodically, is subject to various restrictions and requirements, including compliance with the terms of the Maquiladora program and other local regulations, which have become stricter in recent years.

Certain new regulations related to the Maquiladora program became effective in January 2015. Despite recent improvements in the Company's trade compliance business processes, the Company may not be able to comply with certain of the new regulations within the stipulated time frames. Failure to comply with these new regulations could have a material adverse effect on the Company's financial position, results of operations, and cash flows primarily because the Company would in such event be required to pay value-added tax on material imported into Mexico and then seek a refund of those amounts months later after the material is exported from Mexico.

### **Cash Flow**

The Company uses available cash and cash flow from operations, as well as proceeds from the exercise of stock options, to fund operations and capital expenditures, repurchase common stock of the Company, fund acquisitions, and pay dividends.

The Company's cash position at May 31, 2015 was \$652.1, an increase of \$99.6 from August 31, 2014. During the first nine months of fiscal 2015, cash flow generated from operations and cash generated from stock issued under employee and director compensation plans were partially used to make capital expenditures of \$42.3 and pay dividends to stockholders of \$17.0.

The Company generated \$158.2 of cash flow from operating activities during the nine months ended May 31, 2015 compared with \$128.8 in the prior-year period, an increase of \$29.4, due primarily to higher net income partially offset by higher operating working capital requirements. Operating working capital (calculated by adding accounts receivable plus inventories, and subtracting accounts payable-net of acquisitions and the impact of foreign exchange rate changes) increased by approximately \$55.2 during the first nine months of fiscal 2015 compared to an increase of approximately \$37.8 during the first nine months of fiscal 2014 due primarily to increased inventory attributable to typical seasonal increases as well as higher volumes of purchased finished goods following the resolution of the West Coast port work slowdowns.

Management believes that investing in assets and programs that will over time increase the overall return on its invested capital is a key factor in driving stockholder value. The Company invested \$42.3 and \$24.8 in the first nine months of fiscal 2015 and 2014, respectively, primarily related to investments in new equipment, tooling, facility enhancements, and information technology. As noted above, the Company expects to invest approximately two and a half percent of net sales primarily for equipment, tooling, facility enhancements, and new and enhanced information technology capabilities during fiscal 2015.

### **Capitalization**

The current capital structure of the Company is comprised principally of senior unsecured notes and equity of its stockholders. As of May 31, 2015, total debt outstanding of \$353.7 remained substantially unchanged from August 31, 2014 and consisted primarily of fixed-rate obligations.

On August 27, 2014, the Company executed the Revolving Credit Facility with a borrowing capacity of \$250.0. The Revolving Credit Facility replaced the Company's prior \$250.0 revolving credit facility, which was scheduled to mature on January 31, 2017. The Revolving Credit Facility will mature and all amounts outstanding thereunder will be due and payable on August 27, 2019.

The Company was in compliance with all financial covenants under the Revolving Credit Facility as of May 31, 2015. At May 31, 2015, the Company had additional borrowing capacity under the Revolving Credit Facility of \$243.9 under the most restrictive covenant in effect at the time, which represents the full amount of the Revolving Credit Facility less outstanding letters of credit of \$6.1 issued under the Revolving Credit Facility. As of May 31, 2015, the Company had outstanding letters of credit totaling \$10.3, primarily for securing collateral requirements under the casualty insurance programs for Acuity Brands and providing credit support for the Company's industrial revenue bond, including \$6.1 issued under the Revolving Credit Facility. See the *Debt* footnote of the *Notes to Consolidated Financial Statements*.

During the first nine months of fiscal 2015, the Company's consolidated stockholders' equity increased \$150.2 to \$1,313.7 at May 31, 2015 from \$1,163.5 at August 31, 2014. The increase was due primarily to net income earned in the period, as well as amortization of stock-based compensation, stock issuances resulting primarily from the exercise of stock options, and amortization of pension plan prior service costs and actuarial losses partially offset by dividend payments and foreign currency translation adjustments. The Company's debt to total capitalization ratio (calculated by dividing total debt by the sum of total debt and total stockholders' equity) was 21.2% and 23.3% at May 31, 2015 and August 31, 2014, respectively. The ratio of debt, net of cash, to total capitalization, net of cash, was (29.4)% at May 31, 2015 and (20.6)% at August 31, 2014.

### Dividends

Acuity Brands paid dividends on its common stock of \$17.0 and \$16.9 (\$0.39 per share) during the nine months ended May 31, 2015 and 2014, respectively. All decisions regarding the declaration and payment of dividends by Acuity Brands are at the discretion of the Board and are evaluated regularly in light of the Company's financial condition, earnings, growth prospects, funding requirements, applicable law, and any other factors the Board deems relevant.

### Results of Operations

#### Third Quarter of Fiscal 2015 Compared with Third Quarter of Fiscal 2014

The following table sets forth information comparing the components of net income for the three months ended May 31, 2015 and 2014:

	Three Months Ended		Increase (Decrease)	Percent Change
	May 31, 2015	May 31, 2014		
Net Sales	\$ 683.7	\$ 603.9	\$ 79.8	13.2 %
Cost of Products Sold	388.1	360.5	27.6	7.7 %
Gross Profit	295.6	243.4	52.2	21.4 %
<i>Percent of net sales</i>	43.2%	40.3%	290 bps	
Selling, Distribution, and Administrative Expenses	196.0	170.8	25.2	14.8 %
Special Charge	0.4	—	0.4	— %
Operating Profit	99.2	72.6	26.6	36.6 %
<i>Percent of net sales</i>	14.5%	12.0%	250 bps	
Other Expense (Income)				
Interest Expense, net	7.9	8.1	(0.2)	(2.5)%
Miscellaneous (Income)/Expense, net	(9.5)	(0.1)	(9.4)	NM
Total Other (Income) Expense	(1.6)	8.0	(9.6)	(120.0)%
Income before Provision for Income Taxes	100.8	64.6	36.2	56.0 %
<i>Percent of net sales</i>	14.7%	10.7%	400 bps	
Provision for Taxes	36.3	20.8	15.5	74.5 %
<i>Effective tax rate</i>	36.0%	32.2%		
Net Income	\$ 64.5	\$ 43.8	\$ 20.7	47.3 %
Diluted Earnings per Share	\$ 1.48	\$ 1.01	\$ 0.47	46.5 %

NM - not meaningful

Net sales were \$683.7 for the three months ended May 31, 2015 compared with \$603.9 reported for the three months ended May 31, 2014, an increase of \$79.8, or 13.2%. For the three months ended May 31, 2015, the Company reported net income of \$64.5, an increase of \$20.7, or 47.3%, compared with \$43.8 for the three months ended May 31, 2014. For the third quarter of fiscal 2015, diluted earnings per share increased 46.5% to \$1.48 compared with \$1.01 reported in the year-ago period.

The following table reconciles certain U.S. GAAP financial measures to the corresponding non-U.S. GAAP measures referred to in the discussion of the Company's results of operations, which exclude acquisition-related professional fees, incremental recoveries related to a fraud at a freight service provider, restructuring charges associated primarily with continued efforts to streamline the organization, and net gains associated with financial instruments. Although special charges related to efforts to improve overall Company efficiency have been recognized in prior periods and could recur in future periods, management typically excludes the impact of special charges during internal reviews of performance and uses these non-U.S. GAAP measures for baseline comparative operational analysis, decision making, and other activities. These non-U.S. GAAP financial measures, including adjusted selling, distribution, and administrative expenses, adjusted operating profit and margin, adjusted other income/expense, adjusted net income, and adjusted diluted earnings per share, are provided to enhance the user's overall understanding of the Company's current financial performance. Specifically, the Company believes these non-U.S. GAAP measures provide greater comparability and enhanced visibility into the results of operations. The non-U.S. GAAP financial measures should be considered in addition to, and not as a substitute for or superior to, results prepared in accordance with U.S. GAAP.

	Three Months Ended		Increase (Decrease)	Percent Change
	May 31, 2015	May 31, 2014		
Selling, Distribution, and Administrative Expenses	\$ 196.0	\$ 170.8		
Less: Acquisition-related professional fees	(1.3)	—		
Add-back: Freight service provider fraud-related recovery	—	0.8		
Adjusted Selling, Distribution and Administrative Expenses	<u>\$ 194.7</u>	<u>\$ 171.6</u>	\$ 23.1	13.5%
<i>Percent of net sales</i>	<i>28.5%</i>	<i>28.4%</i>		<i>10 bps</i>
Operating Profit	\$ 99.2	\$ 72.6		
Less: Freight service provider fraud-related recovery	—	(0.8)		
Add-back: Acquisition-related professional fees	1.3	—		
Add-back: Special charge	0.4	—		
Adjusted Operating Profit	<u>\$ 100.9</u>	<u>\$ 71.8</u>	\$ 29.1	40.5%
<i>Percent of net sales</i>	<i>14.8%</i>	<i>11.9%</i>		<i>290 bps</i>
Other Expense (Income)	\$ (1.6)	\$ 8.0		
Add-back: Net gain on financial instruments	10.5	—		
Adjusted Other Expense (Income)	<u>\$ 8.9</u>	<u>\$ 8.0</u>	\$ 0.9	11.3%
Net Income	\$ 64.5	\$ 43.8		
Less: Net gain on financial instruments, net of tax	(6.5)	—		
Less: Freight service provider fraud-related recovery, net of tax	—	(0.5)		
Add-back: Acquisition-related professional fees	1.3	—		
Add-back: Special charge, net of tax	0.2	—		
Adjusted Net Income	<u>\$ 59.5</u>	<u>\$ 43.3</u>	\$ 16.2	37.4%
Diluted Earnings per Share	\$ 1.48	\$ 1.01		
Less: Net gain on financial instruments, net of tax	(0.15)	—		
Less: Freight service provider fraud-related recovery, net of tax	—	(0.01)		
Add-back: Acquisition-related professional fees	0.03	—		
Less: Special charge, net of tax	0.01	—		
Adjusted Diluted Earnings per Share	<u>\$ 1.37</u>	<u>\$ 1.00</u>	\$ 0.37	37.0%

NM - not meaningful

#### *Net Sales*

Net sales for the three months ended May 31, 2015 increased 13.2% compared with the prior-year period due primarily to a 14% increase in sales volume partially offset by unfavorable foreign currency rate changes of approximately 1%. The impact of changes in product prices and the mix of products sold ("price/mix") during the three months ended May 31, 2015 was insignificant compared to the prior-year period. Sales volume was higher across most product categories and key sales channels. Sales of LED-based products increased approximately 55% compared to the year-ago period and represented more than 45% of total net sales. Due to the changing dynamics of the Company's product portfolio, including the increase of integrated lighting solutions as well as the proliferation of new products due to the adoption of solid-state lighting, it is not possible to precisely quantify volume or differentiate the individual components of price/mix.

#### *Gross Profit*

Gross profit for the third quarter of fiscal 2015 increased \$52.2, or 21.4%, to \$295.6 compared with \$243.4 in the prior-year period. Gross profit margin increased 290 basis points to 43.2% for the three months ended May 31, 2015 compared with 40.3% in the prior-year period. Gross profit was higher than the prior-year period due primarily to additional contribution on higher net sales, a richer mix of products sold, lower material and component costs, and improved manufacturing productivity. These benefits were partially offset by an unfavorable impact from foreign currency exchange rate changes.

### *Operating Profit*

Selling, Distribution, and Administrative (“SD&A”) expenses for the three months ended May 31, 2015 were \$196.0 compared with \$170.8 in the prior-year period, an increase of \$25.2, or 14.8%. The increase in SD&A expenses was due primarily to higher costs to support the greater sales volume, including commissions, and higher employee-related costs, including variable incentive compensation costs, partially offset by savings from recent streamlining efforts. SD&A expenses for the third quarter of fiscal 2015 were 28.7% of net sales compared with 28.3% for the prior-year period. Adjusted SD&A expenses for the three months ended May 31, 2015 were \$194.7 (28.5% of net sales) compared with \$171.6 (28.4% of net sales) in the prior-year period.

During the three months ended May 31, 2015, the Company recognized pre-tax special charges of \$0.4 consisting primarily of relocation costs incurred to move production as part of previously-initiated streamlining efforts. Further details regarding the Company's special charges are included in the *Special Charge* footnote of the *Notes to Consolidated Financial Statements*.

Operating profit for the third quarter of fiscal 2015 was \$99.2 compared with \$72.6 for the prior-year period, an increase of \$26.6, or 36.6%. The increase in operating profit was due primarily to higher gross profit, partially offset by increases in costs to support greater sales volume and higher employee-related costs, including variable incentive compensation.

Adjusted operating profit increased by \$29.1, or 40.5%, to \$100.9 for the third quarter of fiscal 2015 compared with \$71.8 for the third quarter of fiscal 2014. Adjusted operating profit margin increased 290 basis points to 14.8% for the third quarter of fiscal 2015 compared with 11.9% in the year-ago period.

### *Other Expense (Income)*

Other expense (income) consists principally of net interest expense and net miscellaneous income/expense, which is comprised primarily of gains and losses associated with foreign currency-related transactions. Interest expense, net, was \$7.9 and \$8.1 for the three months ended May 31, 2015 and 2014, respectively. The Company reported net miscellaneous income of \$9.5 and \$0.1 for the three months ended May 31, 2015 and 2014, respectively. Net miscellaneous income for the three months ended May 31, 2015 included a \$10.5 net gain associated with investments in two financial instruments intended to mitigate the foreign currency exposure associated with the Distech Canadian-dollar acquisition. Further details regarding this net gain are included in the *Acquisitions and Investments* footnote of the *Notes to Consolidated Financial Statements*.

Adjusted other expense (income) was \$8.9 for the three months ended May 31, 2015 compared to \$8.0 in the prior-year period.

### *Provision for Income Taxes and Net Income*

The Company's effective income tax rate was 36.0% and 32.2% for the three months ended May 31, 2015 and 2014, respectively. The prior-year effective tax rate benefited from a reduction in certain income tax reserves which did not recur in the current year. The Company estimates that the effective tax rate for fiscal 2015 will be approximately 35.5% before any discrete items and if the rates in its taxing jurisdictions remain generally consistent throughout the year.

Net income for the third quarter of fiscal 2015 increased \$20.7 to \$64.5 from \$43.8 reported for the prior-year period. The increase in net income resulted primarily from higher operating profit and other income partially offset by a higher provision for income taxes. Diluted earnings per share for the three months ended May 31, 2015 increased \$0.47 to \$1.48 compared with diluted earnings per share of \$1.01 for the prior-year period.

Adjusted net income for the third quarter of fiscal 2015 was \$59.5 compared with \$43.3 in the prior-year period, which represented an increase of \$16.2, or 37.4%. Adjusted diluted earnings per share for the three months ended May 31, 2015 increased \$0.37, or 37.0%, to \$1.37 compared with \$1.00 for the prior-year period.

**First Nine Months of Fiscal 2015 Compared with First Nine Months of Fiscal 2014**

The following table sets forth information comparing the components of net income for the nine months ended May 31, 2015 and 2014:

	Nine Months Ended		Increase (Decrease)	Percent Change
	May 31, 2015	May 31, 2014		
Net Sales	\$ 1,947.2	\$ 1,724.8	\$ 222.4	12.9 %
Cost of Products Sold	1,122.9	1,029.1	93.8	9.1 %
Gross Profit	824.3	695.7	128.6	18.5 %
<i>Percent of net sales</i>	42.3%	40.3%	200 bps	
Selling, Distribution, and Administrative Expenses	550.0	487.5	62.5	12.8 %
Special Charge	9.8	(0.2)	10.0	NM
Operating Profit	264.5	208.4	56.1	26.9 %
<i>Percent of net sales</i>	13.6%	12.1%	150 bps	
Other Expense (Income)				
Interest Expense, net	23.8	24.1	(0.3)	(1.2)%
Miscellaneous (Income) Expense, net	(10.5)	0.6	(11.1)	NM
Total Other Expense	13.3	24.7	(11.4)	(46.2)%
Income before Provision for Income Taxes	251.2	183.7	67.5	36.7 %
<i>Percent of net sales</i>	12.9%	10.7%	220 bps	
Provision for Taxes	89.2	62.7	26.5	42.3 %
<i>Effective tax rate</i>	35.5%	34.1%		
Net Income	<u>\$ 162.0</u>	<u>\$ 121.0</u>	<u>\$ 41.0</u>	33.9 %
Diluted Earnings per Share	<u>\$ 3.72</u>	<u>\$ 2.79</u>	<u>\$ 0.93</u>	33.3 %

NM - not meaningful

Net sales were \$1,947.2 for the nine months ended May 31, 2015 compared with \$1,724.8 reported for the nine months ended May 31, 2014, an increase of \$222.4, or 12.9%. For the nine months ended May 31, 2015, the Company reported net income of \$162.0, an increase of \$41.0, or 33.9%, compared with \$121.0 for the nine months ended May 31, 2014. For the first nine months of fiscal 2015, diluted earnings per share increased 33.3% to \$3.72 compared with \$2.79 reported in the year-ago period.

The table below reconciles certain U.S. GAAP financial measures to the corresponding non-U.S. GAAP measures referred to in the discussion of the Company's results of operations, which exclude incremental recoveries related to a fraud at a freight service provider, acquisition-related professional fees, special charges associated primarily with continued efforts to streamline the organization, and net gains associated with financial instruments.

	Nine Months Ended		Increase (Decrease)	Percent Change
	May 31, 2015	May 31, 2014		
Selling, Distribution, and Administrative Expenses	\$ 550.0	\$ 487.5		
Less: Acquisition-related professional fees	(2.0)	—		
Add-back: Freight service provider fraud-related recoveries	—	5.8		
Adjusted Selling, Distribution and Administrative Expenses	\$ 548.0	\$ 493.3	\$ 54.7	11.1 %
<i>Percent of net sales</i>	<i>28.1%</i>	<i>28.6%</i>	<i>(50) bps</i>	
Operating Profit	\$ 264.5	\$ 208.4		
Add-back: Acquisition-related professional fees	2.0	—		
Less: Freight service provider fraud-related recoveries	—	(5.8)		
Add-back: Special charge	9.8	(0.2)		
Adjusted Operating Profit	\$ 276.3	\$ 202.4	\$ 73.9	36.5 %
<i>Percent of net sales</i>	<i>14.2%</i>	<i>11.7%</i>	<i>250 bps</i>	
Other Expense (Income)	\$ 13.3	\$ 24.7		
Add-back: Net gain on financial instruments	10.5	—		
Adjusted Other Expense (Income)	\$ 23.8	\$ 24.7	\$ (0.9)	(3.6)%
Net Income	\$ 162.0	\$ 121.0		
Less: Net gain on financial instruments, net of tax	(6.5)	—		
Add-back: Acquisition-related professional fees	2.0	—		
Less: Freight service provider fraud-related recoveries, net of tax	—	(3.6)		
Add-back: Special charge, net of tax	6.1	(0.1)		
Adjusted Net Income	\$ 163.6	\$ 117.3	\$ 46.3	39.5 %
Diluted Earnings per Share	\$ 3.72	\$ 2.79		
Less: Net gain on financial instruments, net of tax	(0.15)	—		
Add-back: Acquisition-related professional fees	0.05	—		
Less: Freight service provider fraud-related recoveries, net of tax	—	(0.08)		
Add-back: Special charge, net of tax	0.14	—		
Adjusted Diluted Earnings per Share	\$ 3.76	\$ 2.71	\$ 1.05	38.7 %

#### Net Sales

Net sales for the nine months ended May 31, 2015 increased \$222.4, or 12.9%, compared with the prior-year period due primarily to an increase in sales volume of approximately 15%, which was partially offset by the impact of an unfavorable change in price/mix of approximately 1% and unfavorable foreign currency rate changes of 1%. Sales volume was higher across most product categories and key sales channels as the Company realized greater demand for LED-based luminaires. Sales of LED-based luminaires during the first nine months of fiscal 2015 increased more than 60% compared to the year-ago period and represented more than 40% of total net sales. The change in price/mix was due primarily to unfavorable pricing on LED luminaires, reflecting the decline in certain LED component costs. Due to the changing dynamics of the Company's product portfolio, including the increase of integrated lighting solutions as well as the proliferation of new products due to the adoption of solid-state lighting, it is not possible to precisely quantify volume or differentiate the individual components of price/mix.

### *Gross Profit*

Gross profit for the first nine months of fiscal 2015 increased \$128.6, or 18.5%, to \$824.3 compared with \$695.7 in the prior-year period. Gross profit margin increased to 42.3% for the nine months ended May 31, 2015 compared with 40.3% in the prior-year period. The increase in gross profit margin was due primarily to additional contribution on higher net sales, lower material and component costs, and improved manufacturing productivity. These items were partially offset by unfavorable price/mix and the unfavorable impact of foreign currency rate changes.

### *Operating Profit*

SD&A expenses for the nine months ended May 31, 2015 were \$550.0 compared with \$487.5 in the prior-year period, an increase of \$62.5, or 12.8%. The increase in SD&A expenses was due primarily to higher costs to support the greater sales volume, including freight and commissions, and higher employee-related costs, including variable incentive compensation costs, partially offset by savings from recent streamlining efforts. SD&A expenses for the first nine months of fiscal 2015 were 28.2% of net sales compared with 28.3% for the prior-year period. Adjusted SD&A expenses for the nine months ended May 31, 2015 were \$548.0 (28.1% of net sales) compared with \$493.3 (28.6% of net sales) in the prior-year period.

The Company recognized pre-tax special charges of \$9.8 during the first nine months of fiscal 2015, related primarily to the Company's continued efforts to streamline the organization by realigning certain responsibilities primarily within various selling, distribution, and administrative departments and the consolidation of certain production activities. Further details regarding the Company's special charges are included in the *Special Charge* footnote of the *Notes to Consolidated Financial Statements*. During the first nine months of fiscal 2014, the Company recorded a reversal of pre-tax special charges of \$0.2 due primarily to lower-than-anticipated costs related to previously-initiated streamlining efforts of \$0.6 partially offset by production transfer costs of \$0.4.

Operating profit for the first nine months of fiscal 2015 was \$264.5 compared with \$208.4 for the prior-year period, an increase of \$56.1, or 26.9%. The increase in operating profit for the first nine months of fiscal 2015 compared with the first nine months of fiscal 2014 was due primarily to higher gross profit, partially offset by increases in costs to support greater sales volume, special charges, and higher employee-related costs, including variable incentive compensation.

Adjusted operating profit increased by \$73.9, or 36.5%, to \$276.3 for the first nine months of fiscal 2015 compared with \$202.4 for the first nine months of fiscal 2014. Adjusted operating profit margin for the first nine months of fiscal 2015 increased 250 basis points to 14.2% compared with 11.7% in the year-ago period.

### *Other Expense (Income)*

Other expense (income) consists principally of net interest expense and net miscellaneous expense (income), which is comprised primarily of gains and losses associated with foreign currency-related transactions. Interest expense, net, was \$23.8 for the nine months ended May 31, 2015 compared with \$24.1 for the nine months ended May 31, 2014. The Company reported net miscellaneous income of \$10.5 in the first nine months of fiscal 2015 compared with net miscellaneous expense of \$0.6 in the prior-year period. The Company recognized a \$10.5 net gain associated with investments in two financial instruments intended to mitigate nearly all of the foreign currency exposure associated with the Distech Canadian-dollar acquisition. Further details regarding this net gain are included in the *Acquisitions and Investments* footnote of the *Notes to Consolidated Financial Statements*.

Adjusted other expense (income) was \$23.8 for the nine months ended May 31, 2015 compared to \$24.7 in the prior-year period.

### *Provision for Income Taxes and Net Income*

The Company's effective income tax rate was 35.5% and 34.1% for the nine months ended May 31, 2015 and 2014, respectively.

Net income for the first nine months of fiscal 2015 increased \$41.0 to \$162.0 from \$121.0 reported for the prior-year period. The increase in net income resulted primarily from higher operating profit and lower other expense partially offset by a higher provision for income taxes. Diluted earnings per share for the nine months ended May 31, 2015 increased \$0.93 to \$3.72 compared with diluted earnings per share of \$2.79 for the prior-year period.

Adjusted net income for the first nine months of fiscal 2015 was \$163.6 compared with \$117.3 in the prior-year period, which represented an increase of \$46.3, or 39.5%. Adjusted diluted earnings per share for the nine months ended May 31, 2015 increased \$1.05, or 38.7%, to \$3.76 compared with \$2.71 for the prior-year period.



## Outlook

Management believes that the execution of the Company's strategy will provide opportunities for continued profitable growth. The Company's strategy is to capitalize on market growth opportunities by continuing to expand and leverage its industry-leading lighting product and solutions portfolio combined with its extensive market presence and financial strength. Management continues to position the Company to optimize short-term performance while investing in and deploying resources for long-term profitable growth opportunities.

During the first nine months of fiscal 2015, the Company continued efforts to streamline the organization by realigning certain responsibilities primarily within various selling, distribution, and administrative departments and the consolidation of certain production activities. The Company recorded a pre-tax special charge of \$10.2 during the nine months ended May 31, 2015 for streamlining actions initiated in the current fiscal year. The special charge consisted primarily of severance and employee-related costs as well as production transfer expenses. Management expects to incur production transfer expenses and additional costs associated with these streamlining actions totaling approximately \$1.3 during the fourth quarter of fiscal 2015. While management expects to achieve annual savings in fiscal 2015 in excess of these costs, management plans to reinvest a portion of these savings over the next twelve months in additional growth initiatives which require resources for further innovation, including talent with different skill sets. The Company has realized savings, net of investments, through the nine months ended May 31, 2015, approximately equal to the amount of the total fiscal 2015 special charge.

On March 9, 2015, the Company announced that it entered into an agreement to acquire all of the outstanding capital stock of Distech Controls Inc. ("Distech"), a provider of building automation and energy management solutions. The acquisition is expected to be completed in September 2015 subject to formal approval of certain shareholders of Distech and other customary closing conditions. Distech generated net sales in excess of \$70 Canadian dollars during calendar year 2014 and significantly outpaced the rate of growth of its core markets with a five-year annualized growth rate of over 25%. The operating profit margin of the business is similar to that of the Company.

The growth rate for the North American lighting market, which typically benefits from new construction as well as renovation and retrofit activity, is projected to be in the mid-to-upper single digit range for fiscal 2015 with expectations that overall demand in the Company's end markets will continue to experience solid growth over the next several years. Management currently believes that the Company will benefit from continued renovation and tenant improvement projects, further expansion in underpenetrated geographies and channels, and growth from the introduction of new lighting products and solutions.

Additionally, the lighting industry continues to experience some volatility with respect to input costs. While some commodity costs have waned recently, others continue to rise. As the economy improves, management believes there is the potential for rising input costs. While management expects employee-related costs will continue to rise due to wage inflation and rising health care costs, management will continue to be vigilant in its pricing posture and productivity efforts to help offset rising costs. Management remains optimistic about the opportunities for solid profitable growth for fiscal 2015 and the foreseeable future and expects that the Company will be able to outperform the markets it serves.

From a longer term perspective, management expects that its addressable markets will experience solid growth over the next decade, particularly as energy and environmental concerns come to the forefront. Management remains positive about the future prospects of the Company and its ability to continue to outperform the markets it serves.

## 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 the Company's *Consolidated Financial Statements*, which have been prepared in accordance with 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 management 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, management evaluates its estimates and judgments, including those related to revenue recognition; accounts receivable; inventory valuation; depreciation, amortization and the recoverability of long-lived assets, including goodwill and intangible assets; share-based compensation expense; medical, product warranty and recall, and other reserves; income taxes; retirement benefits; litigation; and environmental matters. Management bases its estimates and judgments on its 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. Management discusses the development of accounting estimates with the Company's Audit Committee of the Board.

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

### **Cautionary Statement Regarding Forward-Looking 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 the Company files with the SEC or in connection with oral statements made to the press, current and potential investors, or others. Forward-looking statements include, without limitation: (a) the Company's projections regarding financial performance, liquidity, capital structure, capital expenditures, and dividends; (b) expectations about the impact of volatility and uncertainty in general economic conditions; (c) external forecasts projecting the North American lighting market growth rate; (d) expectations about the impact of volatility and uncertainty in component and commodity costs and availability, and the Company's ability to manage those challenges, as well as the Company's response with pricing of its products; (e) the Company's ability to execute and realize benefits from initiatives related to streamlining its operations, capitalizing on growth opportunities, expanding in key markets, enhancing service to the customer, and investing in product innovation; (f) the Company's estimate of its fiscal 2015 annual tax rate; (g) the Company's future amortization expense; (h) the Company's ability to achieve its long-term financial goals and measures; and (i) the Company's expectations about the Distech Controls, Inc. acquisition. You are cautioned not to place undue reliance on any forward-looking statements, which speak only as of the date of this report. Except as required by law, the Company undertakes 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 annual report or to reflect the occurrence of unanticipated events. The Company's forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from the historical experience of the Company and management's present expectations or projections. These risks and uncertainties include, but are not limited to, customer and supplier relationships and prices; competition; ability to realize anticipated benefits from initiatives taken and timing of benefits; market demand; litigation and other contingent liabilities; and economic, political, governmental, and technological factors affecting the Company. Also, additional risks that could cause the Company's actual results to differ materially from those expressed in the Company's forward-looking statements are discussed in Part I, "Item 1a. Risk Factors" of the Company's Form 10-K, and are specifically incorporated herein by reference.

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

*General.* The Company is exposed to market risks that may impact its *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 the Company's exposure from market risks from those disclosed in Part II, Item 7a of the Company's 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 the Company 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 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 the Company 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, the Company has evaluated the effectiveness of the design and operation of its disclosure controls and procedures as of May 31, 2015. 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 the Company's disclosure controls and procedures are effective at a reasonable assurance level as of May 31, 2015. 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 the Company's 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.

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

## PART II. OTHER INFORMATION

### Item 1. *Legal Proceedings*

Acuity Brands is subject to various legal claims arising in the normal course of business, including, but not limited to, patent infringement, product liability claims, and employment matters. Acuity Brands is self-insured up to specified limits for certain types of claims, including product liability, and is fully self-insured for certain other types of claims, including environmental, product recall, and patent infringement. 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 the financial condition, results of operations, or cash flows of Acuity Brands. 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 the financial condition, results of operations, or cash flows of Acuity Brands in future periods. Acuity Brands establishes reserves for legal claims when the costs associated with the claims become probable and can be reasonably estimated. The actual costs of resolving legal claims may be substantially higher than the amounts reserved for such claims. However, the Company cannot make a meaningful estimate of actual costs to be incurred that could possibly be higher or lower than the amounts reserved.

Information regarding reportable legal proceedings is contained in Part I, "Item 3. Legal Proceedings" in the Company's 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 May 31, 2015, 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 the Company's risk factors from those disclosed in Part I, "Item 1a. Risk Factors" of the Company's Form 10-K.

### Item 5. *Other Information*

#### **Compensatory Arrangements of Certain Officers.**

On June 26, 2015, the Board of Directors of the Company, following a competitive assessment of executive retirement benefits and with an objective to ensure such company benefits are sufficient to retain and attract executive talent, approved certain amendments to the Acuity Brands, Inc. 2002 Supplemental Executive Retirement Plan ("SERP") maintained for the benefit of the executive officers of the Company.

The SERP was amended and restated, effective as of June 26, 2015, in the following significant respects:

- (i) An incremental benefit was added for participants who were actively employed by the Company on June 26, 2015 (or who first become a participant on or after June 26, 2015). The incremental benefit provides a monthly benefit for 180 months commencing at age 60 equal to 1.4% of the participant's "average annual compensation" multiplied by his years of credited service not to exceed 10 years, divided by 12. Participants may elect to receive the actuarial equivalent of the incremental benefit in the form of a lump sum cash payment.
- (ii) The definition of actuarial equivalent (with respect to accrued benefits other than the participant's vested accrued benefit as of December 31, 2004) was changed. Prior to the amendment, the definition of actuarial equivalent used an interest rate equal to the lesser of 7% per annum or the yield on 10-Year U.S. Treasury Bonds plus 1.50%; after the amendment, an interest rate equal to the lesser of 2.5% per annum or the yield on 10-Year U.S. Treasury Bonds will be used.
- (iii) Upon the occurrence of a Section 409A change in control event (as defined in the SERP), the SERP shall be terminated consistent with the requirements of Treasury Regulation section 1.409A-3(j)(4)(ix)(B), and the Company shall, within five (5) days of such an event, pay to each participant a lump sum cash payment equal to the lump sum actuarial equivalent of the participant's accrued benefit as of such date.
- (iv) If any action at law or in equity is necessary for a participant to enforce or interpret the terms of the SERP, the Company shall promptly pay the participant's reasonable attorneys' fees and other reasonable expenses incurred with respect to such action.

This is a summary of the amendments to the SERP, and is qualified in its entirety by reference to the full text of the Acuity Brands, Inc. 2002 Supplemental Executive Retirement Plan, Effective As of January 1, 2003, As Amended and Restated Effective As of June 26, 2015, except where otherwise noted, which is set forth in Exhibit 10(iii)A(1) to this Quarterly Report filed on Form 10-Q.

***Declaration of Dividend***

On June 26, 2015, the Board of Directors of the Company declared a quarterly dividend of \$0.13 per share. The dividend is payable on August 3, 2015 to stockholders of record on July 20, 2015.

**Item 6.           *Exhibits***

Exhibits are listed on the [Index to Exhibits](#).

**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: July 1, 2015

By:

\_\_\_\_\_  
/S/ VERNON J. NAGEL

**VERNON J. NAGEL**  
**CHAIRMAN, PRESIDENT, AND CHIEF EXECUTIVE OFFICER**

Date: July 1, 2015

By:

\_\_\_\_\_  
/S/ RICHARD K. REECE

**RICHARD K. REECE**  
**EXECUTIVE VICE PRESIDENT AND**  
**CHIEF FINANCIAL OFFICER (Principal Financial and**  
**Accounting Officer)**

**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 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) Amended and Restated Bylaws of Acuity Brands, Inc., dated as of September 30, 2011.	Reference is made to Exhibit 3.1 of registrant's Form 8-K as filed with the Commission on October 5, 2011, which is incorporated herein by reference.
EXHIBIT 10(iii)A	(1) Acuity Brands, Inc. 2002 Supplemental Executive Retirement Plan, Effective As of January 1, 2003, As Amended and Restated Effective As of June 26, 2015	Filed with the Commission as part of this Form 10-Q.
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	The following financial information from the Company's Quarterly Report on Form 10-Q for the quarter ended May 31, 2015, filed on July 1, 2015, formatted in XBRL (Extensible Business Reporting Language): (i) the Consolidated Balance Sheets, (ii) the Consolidated Statements of Income, (iii) the Consolidated Statements of Cash Flows, and (iv) the Notes to Consolidated Financial Statements.	Filed with the Commission as part of this Form 10-Q.

ACUITY BRANDS, INC.  
2002 SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

(Effective As of January 1, 2003)  
(As Amended and Restated Effective As of June 26, 2015, except where otherwise noted)

ACUITY BRANDS, INC.  
2002 SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

PREAMBLE

The Acuity Brands, Inc. 2002 Supplemental Executive Retirement Plan (“Plan”) is designed to be a supplemental retirement plan covering a select group of management and highly compensated employees of Acuity Brands, Inc. (the “Company”) and its Subsidiaries. The benefits under the Plan are unfunded and all amounts payable under the Plan shall be paid from the general assets of the Employer which employs the Participant. The effective date of the amended and restated Plan as set forth herein is June 26, 2015 (“Effective Date”), except where otherwise noted.

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ARTICLE I

ARTICLE II

ARTICLE III

DEFINITIONS AND CONSTRUCTION

1. Definitions

: Where the following words and phrases appear in this Plan, they shall have the meanings set forth below, unless the context clearly indicates to the contrary:

- (a) Accrued Benefit

: With respect to any Participant at any time a monthly benefit payable for 180 months only, commencing on the Participant's Normal Retirement Date in an amount equal to the sum of (i) and (ii) below:

(i) the product of 1.6% of the Participant's Average Annual Compensation multiplied by the Participant's Years of Credited Service up to a maximum of ten (10) years, divided by twelve (12); provided, that for Participants who are active employees on January 1, 2009, the monthly benefit payable commencing at Normal Retirement Date shall be an amount equal to the product of 1.8% of the Participant's Average Annual Compensation multiplied by the Participant's Years of Credited Service up to a maximum of ten (10) years, divided by twelve (12); provided, that for Participants who are active employees of either the Company or Adopting Employers on October 23, 2012, the monthly benefit payable commencing on the Normal Retirement Date shall be an amount equal to the product of 2.8% of the Participant's Average Annual Compensation multiplied by the Participant's Years of Credited Service up to a maximum of ten (10) years, divided by twelve (12) (the "Standard Accrued Benefit"); plus

(ii) with respect to Participants who are active employees of either the Company or Adopting Employers on June 26, 2015 (or who first become a Participant on or after June 26, 2015), a supplemental benefit equal to the product of 1.4% of the Participant's Average Annual Compensation multiplied by the Participant's Years of Credited Service up to a maximum of ten (10) years, divided by twelve (12) (the "Incremental Accrued Benefit").

The maximum number of Years of Credited Service a Participant can accrue under the Plan is ten (10) years, provided that Compensation earned after a Participant has completed ten (10) Years of Credited Service shall be counted for purposes of determining the Participant's Accrued Benefit if counting such Compensation would increase the Participant's Accrued Benefit.

Notwithstanding the foregoing, if a Participant who received a distribution or distributions following his Termination Date or Retirement is re-employed and again becomes an active Participant, such Participant's Accrued Benefit, as computed pursuant to this Section, shall be reduced by the monthly Accrued Benefit amount that is the Actuarial Equivalent of the distribution(s) made to the Participant.

Effective January 1, 2005, the Participant's Accrued Benefit set forth in Section 1.1(a)(i) shall, for certain purposes under the Plan as indicated under the appropriate section, be divided between his Pre-Section 409A Benefit and his Section 409A Benefit. Except as indicated in such specific sections, the Participant's Accrued Benefit shall be treated as a single benefit.

(b) Act

: Public Law No. 93-406, the Employee Retirement Income Security Act of 1974, as amended from time to time.

(c) Actuarial (or Actuarially) Equivalent

: A benefit of equivalent value determined using an interest rate equal to (i) with respect to any Pre-Section 409A Benefit, 7% per annum, and with respect to any Section 409A Benefit, the lesser of 2.5% per annum or the yield on 10-Year U.S. Treasury Bonds, and (ii) the mortality table prescribed by the Commissioner of Internal Revenue pursuant to Rev. Rul. 95-6 (as hereafter amended or modified).

(d) Administrator

: The Company and any person or committee designated by the Company to perform all or a portion of the duties and responsibilities of the Administrator under the Plan.

(e) Authorized Leave of Absence

: Any absence authorized by the Company under the Company's standard personnel practices, provided that the Participant returns within the period specified in the Authorized Leave of Absence.

(f) Annual Bonus

: The amount awarded an Executive under the Company's annual bonus program, subject to the provisions and limitations contained in Section 1.1(l) of the Plan.

(g) Average Annual Compensation

: The applicable annual amount shall be the average of the Participant's Compensation for the three highest, consecutive calendar years preceding the Participant's date of Retirement, death or other termination of employment.

(h) Beneficiary

: The person or persons last designated in writing by the Participant on a form provided by the Administrator to receive benefits under Section 3.7 or Article IV of the Plan in the event of the Participant's death. If no designation of Beneficiary shall be in effect at the time of a Participant's death or if all designated Beneficiaries shall have predeceased the Participant, then the Beneficiary shall be the Participant's Surviving Spouse or if there is no such Surviving Spouse, the Participant's estate or legal representative.

(i) Board

: The Board of Directors of Acuity Brands, Inc. or its Executive Committee.

(j) Break in Service

: An event which results in the cancellation of a Participant's previous Credited Service as provided in Section 2.2.

(k) Company

: Company shall mean Acuity Brands, Inc. (or its successor or successors). Affiliated or related employers are permitted to adopt the Plan with the consent of the Company and shall be known as "Adopting Employers." To the extent required by certain provisions (e.g., determining Average Annual Compensation and Credited Service), references to the Company shall include the Adopting Employer of the Participant. Adopting Employers are listed on Schedule 1.

(l) Compensation

: Subject to adjustment as provided in the next sentence, "Compensation" shall be the Participant's salary and wages for each calendar year during which he is employed as an Executive Officer of the Company, and any Annual Bonuses awarded during such year. In either case, Compensation and Annual Bonuses shall include any amounts which shall be voluntarily deferred by the Participant under any salary or bonus deferral or reduction program (whether qualified or non-qualified) which may be instituted by the Company, but shall not include any earnings or Company match on these deferred amounts, or payments from such programs or payments from any similar salary deferral or bonus deferral programs, or any income from stock options, restricted stock or similar grants. A Participant's Compensation and Annual Bonuses for calendar years prior to the Effective Date during which he was employed as an Executive Officer shall be credited under this Plan.

(m) Disability Retirement Date

: The day next following the day on which the Participant is deemed to have a Total and Permanent Disability.

(n) Early Retirement Date

: The first day of the month following the Participant's attainment of age 55 and completion of three (3) Years of Credited Service.

(o) Effective Date

: The effective date of the amended and restated Plan is June 26, 2015, except where otherwise noted. The Plan was initially effective as of January 1, 2003.

(p) Executive Officer

: Any person who, on or after the Effective Date, is classified by the Company as an executive officer of the Company and who is receiving remuneration for personal services rendered to the Company (or would be receiving such remuneration except for an Authorized Leave of Absence), and any other officer of the Company (or an Adopting Employer) designated by the Board as eligible to participate in the Plan and who is listed on an Appendix attached hereto.

(q) Fiduciaries

: The Company and the Administrator, but only with respect to the specific responsibilities of each for Plan administration, all as described in Article VI.

(r) Late Retirement Date

: The first day of the calendar month coinciding with or next following the date of a Participant's Retirement subsequent to such Participant's Normal Retirement Date.

(s) Normal Retirement Date

: The first day of the month following the Participant's attainment of age 60.

(t) NSI

: National Service Industries, Inc., a Delaware corporation, and the corporation from which the Company was spun-off on November 30, 2001.

(u) Participant

: An Executive Officer participating in the Plan in accordance with the provisions of Section 2.1.

(v) Plan

: The Acuity Brands, Inc. 2002 Supplemental Executive Retirement Plan, the Plan set forth herein, as amended from time to time.

(w) Plan Year

: A twelve (12) month period beginning on January 1 and ending on December 31.

(x) Prior Plan

: The Acuity Brands, Inc. Supplemental Retirement Plan for Executives in which certain participants in this Plan previously participated.

(y) Retirement

: Termination of employment for reason other than death after a Participant has fulfilled all requirements for Normal Retirement Benefit, Late Retirement Benefit, Early Retirement Benefit, or Disability Retirement Benefit. Retirement shall be considered as commencing on the day immediately following a Participant's last day of employment (or Authorized Leave of Absence, if later).

(z) Surviving Spouse

: The individual to whom a Participant is legally married on the date of death.

(aa) Termination Date

: The date of termination of an Executive's employment with the Company for reasons other than death or Retirement.

(ab) Total and Permanent Disability

: A physical or mental incapacity which impairs the Participant's ability to substantially perform his usual duties and services for the Company for a period of six (6) months. The determination of Total and Permanent Disability shall be made by the Administrator in its discretion based upon the information provided to it and, with respect to a Participant's Section 409A Benefit, shall be made in a manner consistent with the requirements of Section 409A.

(ac) Vested Terminee

: A Participant whose Termination Date occurs after the completion of at least three (3) Years of Credited Service, but prior to achieving eligibility for Retirement.

(ad) Year of Credited Service

: A Participant shall accrue one (1) Year of Credited Service for each Plan Year during which he is actively employed as an Executive Officer of the Company for the full Plan Year. During the Participant's initial and final Plan Year as an Executive Officer, the Participant will be credited with a decimal equivalent expressed to two places of a fraction having a numerator equal to the number of full months the Participant worked as an Executive Officer during such Plan Year and a denominator of twelve (12). A Participant's Credited Service as an Executive Officer prior to the Effective Date shall be credited under this Plan. The maximum number of Years of Credited Service a Participant can accrue under the Plan is ten (10).

(ae) Pre-Section 409A Benefit

: The vested accrued benefit of the Participant determined as of December 31, 2004 in accordance with rules established by the Administrator consistent with the requirements of Section 409A.

(af) Section 409A

: Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and rulings thereunder.

(ag) Section 409A Benefit

: The Participant's total Accrued Benefit under the Plan minus the Participant's Pre-Section 409A Benefit.

2. Construction

: The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, and the singular may include the plural, unless the context clearly indicates to the contrary. The words "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Plan, not to any particular provision or Section.

ARTICLE IV

ARTICLE V

PARTICIPATION, CREDITED SERVICE,

ARTICLE VI

AND BREAK IN SERVICE

1. Eligibility for Participation

:

(a) In General

: An Executive Officer shall become a Participant in this Plan on the later of the Effective Date or the date he became an Executive Officer, subject to the conditions and limitations provided for herein, provided that James Balloun shall not be eligible to participate in this Plan. Unless otherwise approved by the Board or unless the Executive Officer has waived all benefits under such plan, an Executive Officer who is a participant in the Acuity Brands, Inc. Supplemental Retirement Plan for Executives shall not be eligible to become a Participant in this Plan.

A former Participant who is rehired may again become a Participant upon again fulfilling the above requirements.

(b) Special Eligibility

- Any Executive Officer designated on an Appendix attached hereto shall be eligible to participate in Plan on the date specified in the Appendix and in accordance with the conditions and limitations provided in such Appendix.

2. Break in Service

: A Participant shall incur a Break in Service as the result of the occurrence of a Termination Date or Retirement. Upon incurring a Break in Service, a Participant's rights and benefits under the Plan shall be determined in accordance with his Credited Service and Average Annual Compensation, and other applicable Plan provisions at the time of the Break in Service. If a Participant who has incurred a Break in Service is later rehired by the Company and becomes eligible to participate in the Plan, his prior Years of Credited Service shall only be counted for purposes of determining his Accrued Benefit subsequent to rehire, if (i) at the time of his Break in Service he had at least three (3) Years of Credited Service or was at least age 60, or (ii) the period of his Break in Service is less than his prior Years of Credited Service. If the Participant received payments from the Plan during his Break in Service period, his Accrued Benefit shall be adjusted in the manner provided in Section 1.1(a).

3. Participants Bound

: Each Executive Officer becoming a Participant hereunder shall be conclusively presumed for all purposes to have consented to this Plan and any amendments, modifications or revisions hereto, and to all the terms and conditions thereof, and shall be bound thereby with the same force and effect as if he had entered into a contract to such effect and any amendments, modifications or revisions hereto.

4. Transfers

: The following rules shall apply when an Executive Officer transfers to or from an Executive Officer position in the Company:

(a) When Employee Becomes Executive Officer

: An employee of the Company who becomes an Executive Officer of the Company, will become a Participant under this Plan in accordance with Section 2.1. The Executive Officer's Compensation for periods prior to the date he becomes a Participant in the Plan shall count for purposes of this Plan, but his service with the Company or any affiliated employer shall not be credited as Years of Credited Service unless otherwise provided in an Appendix applicable to such Participant.

(b) Accrued Benefit Upon Transfer To A Non-Eligible Status

: If a Participant is transferred to a non-eligible status of employment within the Company, his Accrued Benefit under this Plan will be determined as though his transfer were a termination of employment, and the date of such termination of employment will be deemed to be the date of his transfer. A Participant shall not be eligible to receive benefits from this Plan until the Participant terminates

employment with the Company and all affiliated employers. A former Participant's Compensation and service after the date of transfer shall not be counted for any purposes under this Plan unless otherwise provided in an Appendix applicable to such former Participant.

ARTICLE VII

ARTICLE VIII

ARTICLE IX

RETIREMENT AND TERMINATION DATES

1. Normal Retirement Benefit

: A Participant may retire on his Normal Retirement Date, on which date he shall be fully vested. The Participant's Accrued Benefit as of his Normal Retirement Date ("Normal Retirement Benefit") shall commence on his Normal Retirement Date. The Participant's Normal Retirement Benefit shall consist of two components: the Participant's Standard Accrued Benefit paid in the normal form described in Section 3.7 and the Participant's Incremental Accrued Benefit paid in the form elected by the Participant pursuant to Section 3.8.

2. Late Retirement Benefit

: When permitted by Company policy, a Participant may continue his employment beyond his Normal Retirement Date. The Participant's Accrued Benefit as of his Late Retirement Date ("Late Retirement Benefit") shall commence on his Late Retirement Date. The Participant's Late Retirement Benefit shall consist of two components: the Participant's Standard Accrued Benefit paid in the normal form described in Section 3.7 and the Participant's Incremental Accrued Benefit paid in the form elected by the Participant pursuant to Section 3.8.

3. Early Retirement Benefit

: A Participant may retire after his 55<sup>th</sup> birthday and the date of completion of at least three (3) Years of Credited Service, but prior to his Normal Retirement Date, and be entitled to receive his Accrued Benefit ("Early Retirement Benefit") commencing as of the first day of the calendar month coinciding with or next following the Participant's 60th birthday. Alternatively, a Participant may elect to commence his Early Retirement Benefit (excluding any Pre-Section 409A Benefit) as of the first day of the calendar month coinciding with or next following his Retirement, or as of the first day of any subsequent calendar month which precedes his Normal Retirement Date, provided (i) that any election to commence the Participant's Early Retirement Benefit prior to his Normal Retirement Date shall comply with the election rules set forth below and (ii) that the Participant's Early Retirement Benefit, paid in the normal form, shall be reduced five-twelfths of one percent (5/12 of 1%) for each full month or portion thereof by which the commencement of the Early Retirement Benefit precedes the Participant's Normal Retirement Date.

The Participant's Early Retirement Benefit shall consist of two components: the Participant's Standard Accrued Benefit paid in the normal form described in Section 3.7 and the Participant's Incremental Accrued Benefit paid in the form elected by the Participant pursuant to Section 3.8. The date the Participant elects to commence his Early Retirement Benefit prior to his Normal Retirement Date shall, with respect to the Participant's Standard Accrued Benefit, be made at the time he becomes a Participant in the Plan (or made in accordance with the transition rules of Section 409A), and with respect to the Participant's Incremental Accrued Benefit, be made prior to June 26, 2015. If permitted by the Administrator, the Participant may, not less than 12 months prior to his Early Retirement Date, elect to change the start date of his payments, provided that (i) only one such change is permitted with respect to each of Participant's Standard Accrued Benefit and the Participant's Incremental Accrued Benefit, and after such election change, such election is irrevocable, (ii) the payment date for the Participant's Early Retirement Benefit will be deferred for at least five (5) years (but such delay shall not apply to his Normal Retirement Benefit); and (iii) the election shall not be effective for 12 months.



4. Disability Retirement Benefit

: A Participant who has completed at least three (3) Years of Credited Service and who retires by reason of Total and Permanent Disability shall be eligible to receive his Accrued Benefit (“Disability Retirement Benefit”), commencing as of his Disability Retirement Date. The amount of the Participant’s Disability Retirement Benefit shall be equal to his Accrued Benefit as of his Disability Retirement Date, without adjustment for commencement prior to his Normal Retirement Date. The Participant’s Disability Retirement Benefit shall consist of two components: the Standard Accrued Benefit paid in the normal form described in Section 3.7 and the Incremental Accrued Benefit paid in the form elected by the Participant pursuant to Section 3.8.

5. Vested Terminee Benefit

: A Participant who qualifies as a Vested Terminee (as defined in Section 1.1(cc)) shall be entitled to a benefit (“Vested Terminee Benefit”) equal to his Accrued Benefit, commencing as of the first day of any calendar month coinciding with or next following the Participant’s 60th birthday. Such a Participant may elect to commence his Vested Terminee Benefit (excluding any Pre-Section 409A Benefit) as of the first day of any calendar month after he attains age 55 and preceding his 60th birthday, provided (i) that any election to commence the Participant’s Vested Terminee Benefit prior to his 60th birthday shall comply with the election rules set forth below and (ii) that the Participant’s Vested Terminee Benefit, paid in the normal form, shall be reduced five-twelfths of one percent (5/12 of 1%) for each full month or portion thereof by which the commencement of the Vested Terminee Benefit precedes the Participant’s 60th birthday.

The Participant’s Vested Terminee Benefit shall consist of two components: the Participant’s Standard Accrued Benefit paid in the normal form described in Section 3.7 and the Participant’s Incremental Accrued Benefit paid in the form elected by the Participant pursuant to Section 3.8. The date the Participant elects to commence his Vested Terminee Benefit prior to his 60th birthday shall, with respect to the Participant’s Standard Accrued Benefit, be made at the time he becomes a Participant in the Plan (or made in accordance with the transition rules of Section 409A), and with respect to the Participant’s Incremental Accrued Benefit, be made prior to June 26, 2015. If permitted by the Administrator, the Participant may, not less than 12 months prior to his Termination Date, elect to change the start date of his payments, provided that (i) only one such change is permitted with respect to each of the Participant’s Standard Accrued Benefit and the Participant’s Incremental Accrued Benefit, and after such election change, such election is irrevocable, (ii) the payment date for the Participant’s Section 409A Benefit will be deferred for at least five (5) years; and (iii) the election shall not be effective for 12 months.

6. Termination Prior to Completion of Three (3) Years of Credited Service

: Subject to Article XIII, and except in the event of a Participant’s death, Total and Permanent Disability or attainment of his Normal Retirement Date, a Participant whose Termination Date occurs prior to the completion of three (3) Years of Credited Service shall be entitled to no benefits under this Plan.

7. Form of Payment of Standard Accrued Benefit

: The normal form of benefit payment for a Participant’s Standard Accrued Benefit shall be a monthly benefit paid for 180 months. If a Participant receiving benefit payments dies before 180 monthly benefit payments have been made, benefit payments shall be continued to the Participant’s Beneficiary until the sum of monthly payments to both the Participant and his Beneficiary is 180. If the Participant’s Beneficiary dies before a total of 180 payments have been made, the remaining payments shall be made to the Participant’s estate or the Beneficiary’s estate, as indicated by the Participant on the designation of beneficiary form provided by the Administrator.

8. Form of Payment of Incremental Accrued Benefit

: The normal form of benefit payment for a Participant's Incremental Accrued Benefit shall be monthly installments paid for 180 months; provided, however, the Participant may elect prior to June 26, 2015 that his or her Incremental Accrued Benefit be paid in an Actuarial Equivalent lump sum payment. If a Participant receiving installment payments dies before 180 monthly benefit payments have been made, benefit payments shall be continued to the Participant's Beneficiary until the sum of monthly payments to both the Participant and his Beneficiary is 180. If the Participant's Beneficiary dies before a total of 180 payments have been made, the remaining payments shall be made to the Participant's estate or the Beneficiary's estate, as indicated by the Participant on the designation of beneficiary form provided by the Administrator.

9. Pre-Section 409A Benefit

. Notwithstanding any provision in the Plan to the contrary, the Administrator may, in its sole discretion, with respect to the Participant's Pre-Section 409A Benefit elect to offer additional payment options for benefits under the Plan or the Administrator may elect to accelerate the time and manner of payment of any benefits (including payment of a lump sum), including any death benefits, paid under the Plan, provided that any such alternative form of benefit payment shall be substantially equivalent (using the Actuarial Equivalent factors in Section 1.1(c)) to the normal form of benefit payment provided for in Section 3.7.

10. Payments to Specified Employees

. Notwithstanding the other provisions of this Article III, if at the time of the Participant's separation from service, the Administrator determines that the Participant is a "specified employee," within the meaning of Code Section 409A, then payment of such benefit shall be paid at the date which is the earlier of (i) six (6) months and one day after such separation from service and (ii) the date of the Participant's death (the "Delay Period"). Upon the expiration of the Delay Period, all payments delayed pursuant to this Section 3.10 shall be paid or provided to the Participant in a lump-sum with interest at the prime rate as published by The Wall Street Journal on the first business day of the Delay Period, and any remaining payments due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

ARTICLE X

ARTICLE XI

ARTICLE XII

PRE-RETIREMENT DEATH BENEFITS

The pre-retirement death benefits payable following the death of a Participant shall be determined as follows:

(a) Death Prior to Eligibility for a Vested Terminee Benefit

: No death benefit is provided under this Plan for Participants who die prior to completing the eligibility requirements for a Vested Terminee benefit.

(b) Death After Attaining Eligibility for Vested Terminee Benefit

: If a Participant dies while employed by the Company after completing the requirements for a Vested Terminee Benefit, the Participant's Beneficiary shall be paid the amount which would have been payable to the Participant had the Participant terminated employment immediately prior to the date of his death, with such payments commencing on the first day of the calendar month coinciding with or next following the date which would have been the deceased Participant's 60<sup>th</sup> birthday. The Participant's Beneficiary shall receive the Participant's Standard Accrued Benefit paid in 180 monthly payments under the normal form described in Section 3.7 and the Participant's Incremental Accrued Benefit paid in the form elected by the Participant pursuant to Section 3.8. If the Participant's Beneficiary dies before

receiving all monthly payments, the remaining payments shall be made to the Participant's estate or the Beneficiary's estate, as indicated by the Participant on the designation of beneficiary form provided by the Administrator. If the Participant terminates employment after satisfying the requirements for a Vested Terminee benefit but dies prior to the date his benefit commences, he shall be covered by the death benefit provisions of this subsection (b).

(c) Death After Attaining Eligibility for Early or Normal Retirement Benefit

: If a Participant dies while employed by the Company after completing the eligibility requirements for an Early Retirement Benefit or Normal Retirement Benefit, the Participant's Beneficiary shall be paid the amount (including any reduction for early commencement of benefits) which would have been payable to the Participant under this Plan had the Participant retired immediately prior to the moment of his death, with such payments commencing on the first day of the month following the date of death of the Participant. The Participant's Beneficiary shall receive the Participant's Standard Accrued Benefit paid in 180 monthly payments under the normal form described in Section 3.7 and the Participant's Incremental Accrued Benefit paid in the form elected by the Participant pursuant to Section 3.8. If the Participant's Beneficiary dies before receiving the 180 monthly payments, the remaining payments shall be made to the Participant's estate or the Beneficiary's estate, as indicated by the Participant on the designation of beneficiary form provided by the Administrator. If the Participant terminates employment after satisfying the requirements for Early Retirement Benefits but delays commencement of his benefits, he shall be covered by the death benefit provisions of this subsection (c) until his benefit payments commence.

ARTICLE XIII

ARTICLE XIV

ARTICLE XV

PLAN FINANCING

1. Payment of Costs and Expenses

: All costs of providing the benefits under the Plan and the expenses thereof, including the cost of the Administrator and any actuary, shall be paid from the general assets of the Company (or with respect to Participants employed by an Adopting Employer, from the general assets of such Adopting Employer).

ARTICLE XVI

ARTICLE XVII

ARTICLE XVIII

FIDUCIARY RESPONSIBILITIES

1. Allocation of Responsibility Among Fiduciaries

: The Fiduciaries shall have only those specific powers, duties, responsibilities and obligations as are specifically given them under this Plan. In general, the Company shall have the responsibility for providing the benefits payable under this Plan; to appoint an Administrator if it so desires; and to amend or terminate, in whole or in part, this Plan. The Administrator shall have the responsibility for the duties set forth in Article VII. Each Fiduciary warrants that any directions given, information furnished, or action taken by it shall be in accordance with the provisions of the Plan authorizing or providing for such direction, information or action. Furthermore, each Fiduciary may rely upon any such direction, information or action of another Fiduciary as being proper under this Plan, and is not required under this Plan to inquire into the propriety of any such direction, information or action. It is intended under this Plan that each Fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under this Plan and shall not be responsible for any act or failure to act of another Fiduciary. No Fiduciary guarantees the payment of benefits under this Plan in any manner.

2. Fiduciary Duties

: All Fiduciaries hereunder shall discharge their duties with respect to the Plan solely in the interest of the Participants and Beneficiaries, and

(a) for the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the Plan;

(b) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and

(c) in accordance with the documents and instruments governing the Plan insofar as such documents and instruments are consistent with the provisions of Title I of the Act.

3. Company Filing Responsibility

: To the extent not otherwise specifically provided in the Plan, the Company shall be responsible for filing with the Internal Revenue Service and Department of Labor any returns, reports and other documentation required under the Act.

ARTICLE XIX

ARTICLE XX

ARTICLE XXI

ADMINISTRATION

1. General Duties

: The Administrator shall enforce the Plan, and shall have all powers necessary to accomplish that purpose, including, but not by way of limitation, the following:

(a) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder and to notify the Participant and the Company, where appropriate;

(b) to adopt By-Laws and rules as it deems necessary, desirable or appropriate;

(c) to prescribe procedures to be followed by Participants or Beneficiaries filing applications for benefits;

(d) to prepare and distribute, in such manner as the Committee determines to be appropriate, information explaining the Plan;

(e) to receive from the Company and from Participants such information as shall be necessary for the Administrator to perform its duties hereunder;

(f) to furnish the Company, upon request, such annual reports as are reasonable and appropriate with respect to the Administrator's duties hereunder;

(g) to receive, review and keep on file (as it deems convenient or proper) reports of the receipts and disbursements of the Plan;

(h) to appoint or employ individuals to assist in the administration of its duties under the Plan and any other agents as it deems advisable, including legal or actuarial counsel.

The Administrator shall have no power to add to, subtract from, or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for any benefits under the Plan. The Administrator shall have the exclusive discretionary authority to construe and to interpret the Plan, to decide all questions of eligibility for benefits and to determine the amount of such benefits, and its decisions on such matters are final and conclusive.

2. Application and Forms For Benefit

: The Administrator may require a Participant to complete and file with the Administrator an application for benefits and all other forms approved by the Administrator, and to furnish all pertinent information requested by the Administrator. The Administrator may rely upon all such information so furnished it, including the Participant's current mailing address.

3. Facility of Payment

: Whenever, in the Administrator's opinion a person entitled to receive any payment of a benefit or installment thereof hereunder is under a legal disability or is incapacitated in any way so as to be unable to manage his financial affairs, the Administrator may direct the Company to make payments to such person or to his legal representative or to a relative or friend of such person for his benefit, or the Administrator may direct the Company to apply the payment for the benefit of such person in such manner as the Administrator considers advisable. Any payment of a benefit or installment thereof in accordance with the provisions of this Section shall be a complete discharge of the Administrator of any liability for the selection of such payee or the making of such payment under the provisions of the Plan.

4. Rules and Decisions

: When making any determination, the Administrator shall be entitled to rely upon information furnished by the Company, legal counsel for the Company, or the actuary.

5. Company to Furnish Information

: To enable the Administrator to perform its functions, the Company shall supply full and timely information to the Administrator of all matters relating to the pay of all Participants, their Retirement, death or other cause for termination of employment, and such other pertinent facts as the Administrator may require.

6. Administrator to Furnish Other Information

: To the extent not otherwise provided in the Plan, the Administrator shall be responsible for providing all notices and information required under the Act to all Participants.

ARTICLE XXII

ARTICLE XXIII

ARTICLE XXIV

SUCCESSOR COMPANY

In the event of the dissolution, merger, consolidation or reorganization of the Company, provision may be made by which the Plan will be continued by the successor; and, in that event, such successor shall be substituted for the Company under the Plan. The substitution of the successor shall constitute an assumption of Plan liabilities by the successor and the successor shall have all of the powers, duties and responsibilities of the Company under the Plan.

ARTICLE XXV

ARTICLE XXVI

ARTICLE XXVII

PLAN TERMINATION

The Company may terminate the Plan at any time by resolution of the Board, provided that upon the occurrence of a Section 409A Change in Control event (as defined in Section 13.4), the Plan shall be terminated in accordance with Section 13.4. In the event of the termination or partial termination of the Plan, the rights of all affected Participants to their Accrued Benefits as of the date of such termination or partial termination shall be fully vested and nonforfeitable. Subject to the Administrator's discretion under Section 3.9 with respect to the Participant's Pre-Section 409A Benefit, the Participant's Accrued Benefit shall remain payable in accordance with the provisions of Article III. Notwithstanding anything contained herein to the contrary, for a period of two (2) years following a Change in Control that does not qualify as a 409A Change in Control Event, this Plan shall not be terminated.

ARTICLE XXVIII

ARTICLE XXIX

ARTICLE XXX

TRUST

The benefits provided by this Plan shall be unfunded. All amounts payable under this Plan to a Participant shall be paid from the general assets of the employer which principally employs the Participant (the "Obligated Employer"), and nothing contained in this Plan shall require the Obligated Employer to set aside or hold in trust any amounts or assets for the purpose of paying benefits to Participants. This Plan shall create only a contractual obligation on the part of the Obligated Employer and Participants shall have the status of general unsecured creditors of the Obligated Employer under the Plan with respect to any obligation of the Obligated Employer to pay benefits pursuant hereto. Any funds of the Obligated Employer available to pay benefits pursuant to the Plan shall be subject to the claims of general creditors of the Obligated Employer, and may be used for any purpose by the Obligated Employer.

Notwithstanding the preceding paragraph, the Obligated Employer may at any time transfer assets to a trust for purposes of paying all or any part of its obligations under this Plan. However, to the extent provided in the trust only, such transferred amounts shall remain subject to the claims of general creditors of the Obligated Employer. To the extent that assets are held in a trust when a Participant's benefits under the Plan become payable, the Administrator shall direct the trustee to pay such benefits to the Participant from the assets of the trust.

ARTICLE XXXI

ARTICLE XXXII

ARTICLE XXXIII

AMENDMENTS AND ACTION BY COMPANY

The Company reserves the right to make from time to time any amendment or amendments to this Plan. Notwithstanding anything contained in this Plan to the contrary, no amendment shall have the effect of reducing the Accrued Benefit of any Participant, and, for a period of two (2) years following a Change in Control, this Plan shall not be amended in any way to directly or indirectly reduce the benefit levels provided under this Plan or the benefit of any Participant or his designated Beneficiary, including any reduction caused by changes to the definitions of Actuarial Equivalent or Average Annual Compensation.

ARTICLE XXXIV

ARTICLE XXXV

ARTICLE XXXVI

MISCELLANEOUS

1. Nonguarantee of Employment

: Nothing contained in this Plan shall be construed as a contract of employment between the Company and any Participant, or as a right of any Participant to be continued in the employment of the Company, or as a limitation of the right of the Company or an Adopting Employer to discharge any Participant or Executive Officer, with or without cause.

2. Rights Under Plan

: No Participant shall have any right to or interest in, the Plan upon termination of his employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable under the Plan to such Participant.

3. Nonalienation of Benefits

: Benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a spouse or former spouse, or for any other relative of the Participant, prior to actually being received by the person entitled to the benefit under the terms of the Plan; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. The Plan shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder.

4. Headings for Convenience Only

: The headings and sub-headings in this Plan are inserted for convenience of reference only and are not to be considered in construction of the provisions hereof.

5. Multiple Copies

: This Plan may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficiently evidenced by any one thereof.

6. Governing Law

: This Plan shall be construed and enforced in accordance with the provisions of the Act. In the event the Act is not applicable or does not preempt state law, the laws of the State of Georgia shall govern.

7. Guarantee of Performance

: In consideration of each Participant's performance of valuable services that inure to the financial benefit of the Company, the Company does hereby agree to perform all of the obligations and responsibilities and pay any benefits due and owing to a Participant under the Plan if the Obligated Employer (as defined in Article X) designated to perform such obligations and responsibilities or pay such benefits fails or is unable to do so.

8. Payment of Legal Fees

. If any action at law or in equity is necessary for a Participant to enforce or interpret the terms of the Plan, the Company shall promptly pay such Participant's reasonable attorneys' fees and other reasonable expenses incurred with respect to such action. If any other action is taken with respect to the Plan, each party shall bear its own attorneys' fees and expenses. If a reimbursement is called for under this Section 12.8, (i) such reimbursement shall be made no later than the end of the calendar year immediately following the calendar year in which Participant pays the related legal fees or expenses, (ii) the amount of expenses eligible for reimbursement in any given calendar year shall not affect the expenses that the Company is obligated to reimburse in any other calendar year, (iii) the Participant's right to such

reimbursements may not be liquidated or exchanged for any other benefit, and (iv) in no event shall the Company's obligations to make such reimbursements apply later than the Participant's remaining lifetime.

9. Section 409A.

(a) The intent of the parties is that payments and benefits under the Plan comply with or be exempt from Section 409A of the Code and the regulations and guidance promulgated thereunder (collectively "Code Section 409A") and the Company shall have complete discretion to interpret and construe the Plan and any associated documents in any manner that establishes an exemption from (or compliance with) the requirements of Code Section 409A. If for any reason, such as imprecision in drafting any provision, the Plan does not accurately reflect its intended establishment of an exemption from (or compliance with) Code Section 409A, as demonstrated by consistent interpretations or other evidence of intent, such provision shall be considered ambiguous as to its exemption from (or compliance with) Code Section 409A and shall be interpreted by the Company in a manner consistent with such intent, as determined in the discretion of the Company.

(b) A termination of employment shall not be deemed to have occurred for purposes of any provision of the Plan upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Code Section 409A, and, for purposes of any such provision of the Plan, references to a "termination," "termination of employment" or like terms shall mean "such a separation from service." The determination of whether and when a separation from service has occurred for purposes of the Plan shall be made in accordance with the presumptions set forth in Section 1.409A-1(h) of the Treasury Regulations.

ARTICLE XXXVII

ARTICLE XXXVIII

ARTICLE XXXIX

CHANGE IN CONTROL

1. Cause

: For purposes of this Plan, a termination for 'Cause' is a termination evidenced by a resolution adopted in good faith by two-thirds of the Board that the Participant (i) intentionally and continually failed to substantially perform his duties with the Company (other than a failure resulting from the Participant's incapacity due to physical or mental illness) which failure continued for a period of at least thirty (30) days after a written notice of demand for substantial performance has been delivered to the Participant specifying the manner in which the Participant has failed to substantially perform, or (ii) intentionally engaged in conduct which is demonstrably and materially injurious to the Company, monetarily or otherwise; provided, however, that no termination of the Participant's employment shall be for Cause as set forth in clause (ii) above until (x) there shall have been delivered to the Participant a copy of a written notice setting forth that the Participant was guilty of the conduct set forth in clause (ii) and specifying the particulars thereof in detail, and (y) the Participant shall have been provided an opportunity to be heard by the Board (with the assistance of the Participant's counsel if the Participant so desires). No act, or failure to act, on the Participant's part, shall be considered "intentional" unless he has acted or failed to act, with an absence of good faith and without a reasonable belief that his action or failure to act was in the best interest of the Company. Notwithstanding anything contained in this Plan to the contrary, in the case of any Participant who is a party to a Change in Control Agreement, no failure to perform by the Participant after a Notice of Termination (as defined in the Participant's Change in Control Agreement) is given by the Participant shall constitute Cause for purposes of this Plan.

2. Change in Control

: For purposes of this Plan, a Change in Control shall mean any of the following events:

(a) The acquisition (other than from the Company) by any "Person" (as the term person is used for purposes of Sections 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "1934



Act”)) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the 1934 Act) of thirty percent (30%) or more of the combined voting power of the Company’s then outstanding voting securities; or

(b) The individuals who, as of the Effective Date, are members of the Board (the “Incumbent Board”), cease for any reason to constitute at least two-thirds of the Board; provided, however, that if the election, or nomination for election by the Company’s stockholders, of any new director was approved by a vote of at least two-thirds of the Incumbent Board, such new director shall, for purposes of this Plan, be considered as a member of the Incumbent Board; or

(c) A merger or consolidation involving the Company if the stockholders of the Company, immediately before such merger or consolidation do not, as a result of such merger or consolidation, own, directly or indirectly, more than seventy percent (70%) (effective as of September 29, 2006, sixty percent (60%)) of the combined voting securities of the corporation resulting from such merger or consolidation in substantially the same proportion as their ownership of the combined voting power of the voting securities of the Company outstanding immediately before such merger or consolidation; or

(d) A complete liquidation or dissolution of the Company or an agreement for the sale or other disposition of all or substantially all of the assets of the Company.

Notwithstanding the foregoing, a Change in Control shall not be deemed to occur pursuant to Section (a), solely because thirty percent (30%) or more of the combined voting power of the Company’s then outstanding securities is acquired by (i) a trustee or other fiduciary holding securities under one or more employee benefit plans maintained by the Company or any of its subsidiaries or (ii) any corporation which, immediately prior to such acquisition, is owned directly or indirectly by the stockholders of the Company in the same proportion as their ownership of stock in the Company immediately prior to such acquisition.

### 3. Termination of Employment

: If a Participant’s employment is terminated by the Company or by the Participant for any reason within two (2) years following a Change in Control, the Company shall, within five (5) days, pay to the Participant a lump sum cash payment equal to the lump sum Actuarial Equivalent of his Accrued Benefit as of the date of his termination of employment whether or not the Participant is otherwise vested in his Accrued Benefit. If at the time of the Participant’s separation from service, the Administrator determines that the Participant is a “specified employee,” within the meaning of Code Section 409A, then payment of such benefit shall be paid at the date which is the earlier of (i) six (6) months and one day after such separation from service and (ii) the date of the Participant’s death (the “Delay Period”). Upon the expiration of the Delay Period, all payments delayed pursuant to this paragraph shall be paid or provided to the Participant in a lump-sum with interest at the prime rate as published by The Wall Street Journal on the first business day of the Delay Period, and any remaining payments due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

### 4. Plan Termination Upon a Section 409A Change in Control Event

: Upon the occurrence of a Section 409A Change in Control Event (as defined below), the Plan shall be terminated consistent with the requirements of Treasury Regulation section 1.409A-3(j)(4)(ix)(B), and the Company shall, within five (5) days of such Section 409A Change in Control Event, pay to the Participant a lump sum cash payment equal to the lump sum Actuarial Equivalent of his Accrued Benefit as of such date, whether or not the Participant is otherwise vested in his Accrued Benefit. For purposes of this Plan, a Section 409A Change in Control Event shall mean any of the following events:

(a) A Person or Persons acting as a group acquires beneficial ownership of stock of the Company that, together with the stock held by such Person or group, constitutes more than fifty percent (50%) of the total voting power of the Company's then outstanding voting securities; provided, that, a Section 409A Change in Control Event shall not occur if any Person or Persons acting as a group owns more than fifty percent (50%) of the total voting power of the Company's then outstanding voting securities and acquires additional securities. Notwithstanding the foregoing, a Section 409A Change in Control Event shall not be deemed to occur pursuant to Section 13.4(a), solely because more than fifty percent (50%) of the combined voting power of the Company's then outstanding securities is acquired by (i) a trustee or other fiduciary holding securities under one or more employee benefit plans maintained by the Company or any of its subsidiaries or (ii) any corporation which, immediately prior to such acquisition, is owned directly or indirectly by the stockholders of the Company in the same proportion as their ownership of stock in the Company immediately prior to such acquisition; or

(b) The individuals who, as of June 25, 2015, are members of the Board (the "Incumbent Board"), cease for any reason to constitute at least a majority of the Board; provided, however, that if the election, or nomination for election by the Company's stockholders, of any new director was approved by a vote of a majority of the Incumbent Board, such new director shall, for purposes of this Plan, be considered as a member of the Incumbent Board; or

(c) The sale or other disposition of all or substantially all of the assets of the Company.

5. Amendment or Termination

(d) : Any amendment or termination of this Plan which a Participant reasonably demonstrates (i) was at the request of a third party who has indicated an intention or taken steps reasonably calculated to effect a Change in Control or Section 409A Change in Control Event or (ii) otherwise arose in connection with or in anticipation of a Change in Control or Section 409A Change in Control Event, and which was not consented to in writing by the Participant shall be null and void, and shall have no effect whatsoever, with respect to the Participant.

IN WITNESS WHEREOF, this amended and restated Plan has been executed by the Company to be effective on the Effective Date (except where otherwise noted).

ACUITY BRANDS, INC.

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

SCHEDULE 1  
ADOPTING EMPLOYERS

Acuity Brands Lighting, Inc.  
Acuity Specialty Products Group, Inc.

I, Vernon J. Nagel, 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 third 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: July 1, 2015

/s/ Vernon J. Nagel

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Vernon J. Nagel

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.]

I, Richard K. Reece, 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 third 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: July 1, 2015

/s/ Richard K. Reece

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Richard K. Reece

Executive 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.]

**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 May 31, 2015, 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/ Vernon J. Nagel

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Vernon J. Nagel

Chairman, President, and Chief Executive Officer

July 1, 2015

[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.]

**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 May 31, 2015, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, the Executive 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/ Richard K. Reece

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Richard K. Reece

Executive Vice President and Chief Financial Officer

July 1, 2015

[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.]