

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

FORM 8-K

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

Date of Report (Date of earliest event reported): April 21, 2006

ACUITY BRANDS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-16583
(Commission File Number)

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

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

30309
(Zip Code)

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

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14A-12)
- Pre-commencement communications pursuant to Rule 14-2(d) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 1.01 – Entry into a Material Definitive Agreement.

On April 21, 2006, Acuity Brands, Inc. (the “Company”) entered into Amended and Restated Change in Control Agreements (“CIC Agreements”) with each of its executive officers. These CIC Agreements amended and restated the existing Severance Protection Agreements with such officers. Among other things, the amendments effected by the CIC Agreements include:

- an increase as shown on Exhibit 99.1 to this report in the multiple of the executive officer’s salary and bonus payable following a change in control and a termination of his employment by the Company other than for Cause or by the executive for Good Reason;
- a change in the term of the agreement from a fixed two-year term to a rolling two-year term;
- a change in the definition of “Change in Control” as it relates to a merger or consolidation of the Company to reduce the continuing ownership requirement to avoid triggering a Change in Control from 70% to 60%;
- if the Change in Control benefits are triggered, offering extended health care coverage for up to 60 months at full COBRA rates (with no company contribution) at the end of the executive’s benefit continuation period; and
- certain changes designed to comply with Section 409A of the Internal Revenue Code of 1986.

For more details concerning the terms of the CIC Agreements see the form of Amended and Restated Change in Control Agreement included as Exhibit 99.1 to this report.

Also, on April 21, 2006, the Company entered into new Severance Agreements, a form of which is filed as Exhibit 99.2 to this report, with Richard K. Reece, Senior Vice President and Chief Financial Officer; Kenyon W. Murphy, Senior Vice President and General Counsel; Joseph G. Parham, Jr., Senior Vice President – Human Resources; and Wesley E. Wittich, Senior Vice President – Audit and Risk Management. On the same date, the Company entered into an Amendment to its Amended and Restated Severance Agreements with Vernon J. Nagel, Chairman, President, and Chief Executive Officer, and John K. Morgan, Executive Vice President, and an Amendment to its Severance Agreement with James H. Heagle, Executive Vice President. These Amendments are filed as Exhibits 99.3 through 99.5 to this report. These Severance Agreements and Amendments were entered into in order to make the terms of the existing severance agreements consistent with the CIC Agreements and to comply with Section 409A of the Internal Revenue Code of 1986.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Designation</u>	<u>Description</u>
99.1	Form of Amended and Restated Change in Control Agreement
99.2	Form of Severance Agreement
99.3	Amendment to Amended and Restated Severance Agreement – Chief Executive Officer
99.4	Amendment to Amended and Restated Severance Agreement – Executive Vice President
99.5	Amendment to Severance Agreement – Executive Vice President

Signatures

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

Date: April 27, 2006

ACUITY BRANDS, INC.

By: /s/ Kenyon W. Murphy

Kenyon W. Murphy

Senior Vice President and General Counsel

EXHIBIT 99.1

Form of Amended and Restated Change in Control Agreement

Terms Applicable to Individual Executive Officers

<u>Executive Officer</u>	<u>Multiple</u> ¹	<u>Years/Months</u> ²
Vernon J. Nagel	3X	3/36
John K. Morgan	3X	3/36
James H. Heagle	3X	3/36
Richard K. Reece	2.5X	2.5/30
Kenyon W. Murphy	2.5X	2.5/30
Joseph G. Parham, Jr.	2.5X	2.5/30
Wesley E. Wittich	2.5X	2.5/30

¹ Multiple Payable under Section 3(b) (ii).

² Months/years for Sections 3(b) (ii), (iii), (iv) and (v); the minimum numerator in Section 3(b)(ii) is one-half the number of months indicated on this chart.

**AMENDED AND RESTATED
CHANGE IN CONTROL AGREEMENT**

THIS AMENDED AND RESTATED CHANGE IN CONTROL AGREEMENT, made as of this 21st day of April, 2006, by and between Acuity Brands, Inc. (the "Company") and _____ (the "Executive").

WHEREAS, Executive is a key executive employee of the Company; and

WHEREAS, the Board of Directors of the Company (the "Board") recognizes that the possibility of a Change in Control (as hereinafter defined) exists and that the threat of or the occurrence of a Change in Control can result in significant distractions of its key executive personnel because of the uncertainties inherent in such a situation;

WHEREAS, the Board has determined that it is essential and in the best interest of the Company and its stockholders to retain the services of the Executive in the event of a threat or occurrence of a Change in Control and to ensure his continued dedication and efforts in such event without undue concern for his personal financial and employment security; and

WHEREAS, Executive has previously entered into a Severance Protection Agreement, dated as of _____ (the "Prior Agreement"), with the Company providing the Executive with certain compensation and benefits in the event his employment is terminated in connection with a Change in Control; and

WHEREAS, in order to continue to induce the Executive to provide services to the Company, particularly in the event of a threat or the occurrence of a Change in Control, the Company desires to enter into this Amended and Restated Change in Control Agreement (the "Agreement") with the Executive to provide the Executive with certain benefits in the event his employment is terminated as a result of, or in connection with, a Change in Control and to provide the Executive with the Gross-Up Payment (as hereinafter defined) and certain other benefits whether or not the Executive's employment is terminated.

NOW, THEREFORE, in consideration of the respective agreements of the parties contained herein, it is agreed as follows:

1. Term of Agreement.

(a) Unless earlier terminated as hereinafter provided, this Agreement shall commence on the date hereof and shall be for a rolling, two-year term (the "Term") and shall be deemed to extend automatically, without further action by either the Company or Executive, each day for an additional day, such that the

remaining term of the Agreement shall continue to be two years; provided, however, that either party may, by written notice to the other, cause this Agreement to cease to extend automatically and, upon such notice, the "Term" of this Agreement shall be the two-year period following the date of such notice and this Agreement shall terminate upon the expiration of such Term. This Agreement shall not be considered an employment agreement and in no way guarantees Executive the right to continue in the employment of the Company or its affiliates. Executive's employment is considered employment at will, subject to Executive's right to receive payments and benefits upon certain terminations of employment as provided below.

(b) Notwithstanding the foregoing, (1) the term of this Agreement shall not expire during a Threatened Change in Control Period or prior to the expiration of two (2) years after the occurrence of a Change in Control, and (2) prior to a Change in Control and other than during a Threatened Change in Control Period, the term of this Agreement shall expire on the date the Executive terminates employment (except in circumstances that entitle the Executive to compensation and benefits hereunder), unless such termination was at the request of a Third Party or otherwise occurred in connection with, or in anticipation of, a Change in Control.

(c) Each place in this Agreement where a reference to the "Company" appears that relates to the Executive's employment, termination of employment or performing services, including the definitions of "Cause" and "Good Reason", such reference shall mean and include any subsidiary of the Company which is the primary employer of the Executive. Further, in each place where this Agreement refers to a benefit plan or program, payment of compensation, compensation arrangement or other similar plan or program maintained by the Company, such reference shall include any plan, program or arrangement maintained or established by a subsidiary of the Company. Notwithstanding the foregoing, the references in the definitions of "Change in Control," "Threatened Change in Control Period" and similar references to changes in ownership and control of the Company shall mean and refer to Acuity Brands, Inc., a Delaware corporation.

(d) As of the date hereof, this Agreement is intended to, and shall, supersede and replace in its entirety the compensation and benefits provided under Executive's Prior Agreement.

2. Definitions

2.1 Cause. For purposes of this Agreement, a termination for "Cause" is a termination evidenced by a resolution adopted in good faith by two-thirds of the Board that the Executive (a) intentionally and continually failed to substantially perform his duties with the Company (other than a failure resulting from the Executive'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 Executive specifying the manner in which the

Executive has failed to substantially perform, or (b) intentionally engaged in conduct which is demonstrably and materially injurious to the Company, monetarily or otherwise; provided, however, that no termination of the Executive's employment shall be for Cause as set forth in clause (b) above until (x) there shall have been delivered to the Executive a copy of a written notice setting forth that the Executive was guilty of the conduct set forth in clause (b) and specifying the particulars thereof in detail, and (y) the Executive shall have been provided an opportunity to be heard by the Board (with the assistance of the Executive's counsel if the Executive so desires). No act, nor failure to act, on the Executive'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 Agreement to the contrary, no failure to perform by the Executive after a Notice of Termination is given by the Executive shall constitute Cause for purposes of this Agreement.

2.2 Change in Control. For purposes of this Agreement, a "Change in Control" shall mean any of the following events:

(a) The acquisition (other than from the Company in an acquisition that is approved by the Incumbent Board) 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 twenty percent (20%) or more of the combined voting power of the Company's then outstanding voting securities; or

(b) The individuals who, as of the day and year first written above, 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 Agreement, be considered as a member of the Incumbent Board; or

(c) Consummation of 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 sixty percent (60%) of the combined voting power of the then outstanding 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 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 2.2(a), solely because twenty percent (20%) 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 (hereinafter referred to as "Related Persons").

(e) Notwithstanding anything contained in this Agreement to the contrary, if the Executive's employment is terminated prior to a Change in Control and the Executive reasonably demonstrates that such termination (1) was at the request of a Third Party (as hereinafter defined) or (2) otherwise occurred in connection with, or in anticipation of, a Change in Control (including, without limitation, during a Threatened Change in Control Period), then for all purposes of this Agreement, the date of a Change in Control shall mean the date immediately prior to the date of such termination of the Executive's employment.

2.3 Confidential Information. For purpose of this Agreement, "Confidential Information" shall mean all technical, business, and other information relating to the business of the Company or its subsidiaries or affiliates, including, without limitation, technical or nontechnical data, formulae, compilations, programs, devices, methods, techniques, processes, financial data, financial plans, product plans, and lists of actual or potential customers or suppliers, which (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality. Such information and compilations of information shall be subject to protection under this Agreement whether or not such information constitutes a trade secret and is separately protectable at law or in equity as a trade secret.

2.4 Disability. For purposes of this Agreement, "Disability" shall have the meaning ascribed to such term in the Company's long-term disability plan or policy covering the Executive, or in the absence of such plan or policy, a meaning consistent with Section 22(e)(3) of the Internal Revenue Code of 1986, as amended.

2.5 Good Reason. For purposes of this Agreement, "Good Reason" shall mean the occurrence coincident with or after a Change in Control of any of the events or conditions described in Subsections (1) through (9) hereof:

(1) a change in the Executive's status, title, position or responsibilities (including reporting responsibilities) which, in the Executive's reasonable judgment, represents an adverse change from his status, title, position or responsibilities as in effect immediately prior thereto; the assignment to the Executive

of any duties or responsibilities which, in the Executive's reasonable judgment, are inconsistent with his status, title, position or responsibilities; or any removal of the Executive from or failure to reappoint or reelect him to any of such offices or positions, except in connection with the termination of his employment for Disability, Cause, as a result of his death or by the Executive other than for Good Reason;

(2) a reduction in the Executive's base salary or any failure to pay the Executive any compensation or benefits to which he is entitled within five days of the date due;

(3) a failure to increase the Executive's base salary at least annually at a percentage of base salary no less than the average percentage increases (other than increases resulting from the Executive's promotion) granted to the Executive during the three full years ended prior to a Change in Control (or such lesser number of full years during which the Executive was employed);

(4) the Company's requiring Executive to be based more than 50 miles from the primary workplace where Executive is based immediately prior to the Change in Control except for reasonably required travel on the Company's business which is not greater than such travel requirements prior to the Change in Control;

(5) the failure by the Company (A) to continue in effect (without reduction in benefit level, and/or reward opportunities) any compensation or employee benefit plan in which the Executive was participating immediately prior to the Change in Control, including, but not limited to, the plans listed on Appendix A in which Executive is participating, unless a substitute or replacement plan has been implemented which provides substantially identical compensation or benefits to the Executive or (B) to provide the Executive with compensation and benefits, in the aggregate, at least equal (in terms of benefit levels and/or reward opportunities) to those provided for under each other compensation or employee benefit plan, program and practice as in effect immediately prior to the Change in Control (or as in effect following the change in Control, if greater);

(6) the insolvency or the filing (by any party, including the Company) of a petition for bankruptcy of the Company;

(7) any material breach by the Company of any provision of this Agreement;

(8) any purported termination of the Executive's employment for Cause by the Company which does not comply with the terms of

Section 2.1; or

(9) the failure of the Company to obtain an agreement, satisfactory to the Executive, from any successor or assign of the

Company to assume and agree to perform this Agreement, as contemplated in Section 9 hereof.

(b) Any event or condition described in Section 2.5(a)(1) through (9) which occurs prior to a Change in Control but which the Executive reasonably demonstrates (1) was at the request of a third party who has indicated an intention or taken steps reasonably calculated to effect a Change in Control (a "Third Party"), or (2) otherwise arose in connection with or in anticipation of a Change in Control, shall constitute Good Reason for purposes of this Agreement notwithstanding that it occurred prior to the Change in Control.

(c) The Executive's right to terminate his employment pursuant to this Section 2.5 shall not be affected by his incapacity due to physical or mental illness.

2.6 Threatened Change in Control. For purposes of this Agreement, a Threatened Change in Control shall mean the occurrence of any of the following events:

(a) when the Company is aware of or is contemplating, a proposal (a "Proposal") for any Person other than a Related Person (1) to acquire five percent (5%) or more of the voting power of the Company's outstanding securities, or (2) to merge or consolidate with another entity, transfer or sell assets of the Company, or liquidate or dissolve the Company, in each case described in this clause (2) in a transaction that would constitute a Change in Control; or

(b) any Person other than a Related Person,

(1) acquires five percent (5%) or more of the voting power of the Company's outstanding securities, other than as a holder whose investment in the Company is eligible to be reported on Schedule 13G pursuant to Rule 13d-1 (b) (1) promulgated under the Exchange Act, or

(2) initiates a tender or exchange offer to acquire such number of securities as would result in such Person holding twenty percent (20%) or more of the voting power of the Company's outstanding securities, or

(3) solicits proxies for votes to elect members of the Board at a shareholders' meeting of the Company.

2.7 Threatened Change in Control Period. For purposes of this Agreement, a Threatened Change in Control Period shall mean the period commencing on the date that a Threatened Change in Control has occurred and ending upon:

(a) the date the Proposal referred to in Section 2.6(a) is abandoned;

(b) the acquisition of five percent (5%) of the voting power of the Company's outstanding securities by the Person referred to in Section 2.6(a)(1) if such acquisition does not constitute a Threatened Change in Control under Section 2.6(b)(1);

(c) (1) the date when any Person described in Section 2.6(b)(1) shall own less than five percent (5%) of the voting power of the Company's outstanding securities, (2) shall have abandoned the tender or exchange offer, or (3) shall not have elected a member of the Board as the case may be; or

(d) the date a Change in Control occurs.

2.8 1934 Act. The Securities Exchange Act of 1934, as amended.

3. Termination of Employment.

3.1 If, during the term of this Agreement, the Executive's employment with the Company shall be terminated coincident with or within two (2) years following the occurrence of a Change in Control, the Executive shall be entitled to the following compensation and benefits depending upon the circumstances of such termination (in addition to any compensation and benefits provided for under any of the Company's employee benefit plans, policies and practices):

(a) If the Executive's employment with the Company shall be terminated during such 2-year period (1) by the Company for Cause or Disability, (2) by reason of the Executive's death, or (3) by the Executive other than for Good Reason (as each term is defined herein), the Company shall pay the Executive all amounts earned or accrued through the Termination Date but not paid as of the Termination Date, including (i) base salary, (ii) reimbursement for reasonable and necessary expenses incurred by the Executive on behalf of the Company during the period ending on the Termination Date, (iii) vacation pay, and (iv) sick leave (collectively, "Accrued Compensation"). In addition to the foregoing, if the Executive's employment is terminated by the Company for Disability or by reason of the Executive's death, the Company shall pay to the Executive or his beneficiaries an amount equal to the "Pro Rata Bonus" (as hereinafter defined). The "Pro Rata Bonus" is an amount equal to the Bonus Amount (as hereinafter defined) multiplied by a fraction the numerator of which is the number of days in such fiscal year through the Termination Date and the denominator of which is 365. The term "Bonus Amount" shall mean the greatest of the following: (x) most recent annual bonus paid or payable to the Executive, or (y) the annual bonus payable for the fiscal year during which the Termination Date occurs, or, if greater, for the fiscal year during which a Change in Control occurred or (z) average of the annual bonuses paid or payable during the three full fiscal years ended prior to the Termination Date or, if greater, the

three full fiscal years ended prior to the Change in Control (or, in each case, such lesser period for which annual bonuses were paid or payable to the Executive). Executive's entitlement to any other compensation or benefits shall be determined in accordance with the Company's employee benefit plans and other applicable programs and practices then in effect.

(b) If the Executive's employment with the Company shall be terminated (other than by reason of death) during such 2-year period, (1) by the Company other than for Cause or Disability, or (2) by the Executive for Good Reason, the Executive shall be entitled to the following:

(i) the Company shall pay the Executive all Accrued Compensation and a Pro-Rata Bonus;

(ii) the Company shall pay the Executive as severance pay and in lieu of any further compensation for periods subsequent to the Termination Date, in a single payment an amount (the "Severance Amount") in cash equal to _____ times the sum of (A) the greater of the Executive's base salary in effect on the Termination Date or at any time during the 90-day period prior to the Change in Control ("Base Salary") and (B) the Bonus Amount. Notwithstanding the foregoing, if the Executive has attained at least age 62 on the Termination Date the Severance Amount to be paid under this Subsection (ii) shall be the amount described in the preceding sentence multiplied by a fraction (which in no event shall be less than one-half) the numerator of which shall be the number of months (for this purpose any partial month shall be considered as a whole month) remaining until the Executive's 65th birthday (but in no event shall be less than ___) and the denominator of which shall be ___;

(iii) for a number of months equal to the lesser of (A) ___ or (B) the number of months remaining until the Executive's 65th birthday (the "Continuation Period"), the Company shall at its expense continue on behalf of the Executive and his dependents and beneficiaries as if Executive remained actively employed, the life insurance, disability, and healthcare (including dental and vision, if applicable) benefits provided (x) to the Executive at the time the Notice of Termination is given, at any time during the 90-day period prior to the Change in Control or at any time thereafter, or (y) to other similarly situated executives who continue in the employ of the Company during the Continuation Period. The coverage and benefits (including deductibles and costs) provided in this Section 3.1(b) (iii) during the Continuation Period shall be no less favorable to the Executive and his dependents and beneficiaries, than the most favorable of such coverages and benefits during any of the periods referred to in clauses (x) and (y) above. Any costs Executive was paying for such coverages at the time of termination shall be paid by Executive by separate check to the Company each month in advance. If the terms of the life insurance or disability plan referred to in this subsection (iii), or the laws applicable to such plan, do not permit continued participation by Executive as

required by this subsection, then the Company will arrange for other coverages satisfactory to Executive at the Company's expense providing substantially identical benefits or, at the Executive's election, the Company will pay Executive a lump sum amount equal to the costs to Executive for the coverage (or coverages) for the full Continuation Period within five (5) days after the Executive's Termination Date. If the terms of the healthcare plan referred to in this subsection (iii) do not permit continued participation by Executive as required by this subsection or if the healthcare benefits to be provided to Executive and his dependents pursuant to this subsection (iii) cannot be provided in a manner such that the benefit payments will be tax-free to Executive and his dependents, then the Company shall (A) pay to Executive within five (5) days after Executive's Termination Date a lump sum amount equal to the monthly rate for COBRA coverage at the date of Executive's termination under the healthcare plan that is then being paid by former active employees for the level of coverage that applies to Executive and his dependents, minus the amount active employees are then paying for such coverage, multiplied by the number of months in the Continuation Period (plus a tax gross-up on the lump sum amount determined under this subsection (iii)(A)), and (B) permit Executive and his dependents to elect to participate in the healthcare plan for the Continuation Period upon payment of the applicable rate for COBRA coverage during the Continuation Period.

The Company's obligation hereunder with respect to the foregoing benefits shall be limited to the extent that the Executive obtains any such benefits pursuant to a subsequent employer's benefit plans, in which case the Company may reduce the coverage of any benefits it is required to provide the Executive hereunder as long as the aggregate coverages and benefits of the combined benefit plans is no less favorable to the Executive than the coverages and benefits required to be provided hereunder. This Subsection (iii) shall not be interpreted so as to limit any benefits to which the Executive or his dependents may be entitled under any of the Company's employee benefit plans, programs or practices following the Executive's termination of employment, including without limitation, retiree medical and life insurance benefits;

In the event the Executive receives healthcare benefits coverage for the full length of the Continuation Period pursuant to the provisions of this subsection (iii), the Executive and his dependents shall continue to be eligible to elect to receive healthcare benefits coverage for up to an additional sixty (60) months ("Extended Continuation Period"), provided however, that no benefits will be provided (i) if healthcare benefits coverage is available to the Executive through another employer during the Extended Continuation Period, or (ii) after the covered individual reaches age 65. The healthcare benefits coverage during the Extended Continuation Period shall be substantially similar to the healthcare benefits coverage Executive received during the Continuation Period. The costs to the Executive for the healthcare benefits coverage during the Extended Continuation Period shall be the

same as the COBRA costs paid by terminating employees during the same time period as the Extended Continuation Period.

(iv) the Company shall pay in a single payment an amount in cash equal to the excess of (A) the Supplemental Retirement Benefit (as defined below) had (x) the Executive remained employed by the Company for an additional _____ complete years of Credited Service (or until his 65th birthday if earlier), (y) his annual compensation during each year of such period been equal to his Base Salary and the Bonus Amount, and (z) he had been fully (100%) vested in his benefit under each retirement plan in which the Executive was a participant, over (B) the lump sum actuarial equivalent of the aggregate retirement benefit the Executive is actually entitled to receive under such retirement plans. For purposes of this Subsection (iv), the "Supplemental Retirement Benefit" shall mean the lump sum actuarial equivalent of the aggregate retirement benefit the Executive would have been entitled to receive under the Company's supplemental executive retirement plans including, but not limited to, the Acuity Brands, Inc. 2002 Supplemental Executive Retirement Plan ("SERP"), provided, however, if the Executive has attained at least age 50 and has at least 3 years of Credited Service (including the additional years credited under this subsection (iv)) as of the Termination Date the calculation of the Supplemental Retirement Benefit shall be made pursuant to the Early Retirement provisions under the SERP, without regard to the Executive's attained age or years of Credited Service. For purposes of this Subsection (iv), the "actuarial equivalent" shall be determined in accordance with the actuarial assumptions used for the calculation of benefits under the SERP as applied prior to the Termination Date in accordance with such plan's past practices;

(v) the Company shall pay in a single payment an amount in cash equal to the amount the Executive would have received if he remained employed for an additional _____ years (or until his 65th birthday, if earlier), his annual compensation during such period had been equal to his Base Salary and the Bonus Amount and the Company had continued to make employer contributions or credits on Executive's behalf to each defined contribution plan in which Executive was a participant at the Termination Date including, without limitation, the Acuity Brands, Inc. 401(k) Plan (assuming Executive participated in such plan at the maximum permissible contribution level) and the Acuity Brands, Inc. Supplemental Deferred Savings Plan ("SDSP"). For purposes of the SDSP, the Executive shall be credited with the contribution to the Supplemental Subaccount (but not the Matching Subaccount), the Make-Up Contribution Credit and the SERP Make-Up Contribution Credit for such _____ -year period (to the extent Executive is eligible for each such contribution), provided that the requirements of the SDSP that the Executive have a Year of Service for each year and be employed on the last day of the year shall not apply to the eligibility to receive such contributions; and

(vi) (A) the restrictions on any outstanding incentive awards (including restricted stock, restricted stock units and granted Performance

Shares) granted to the Executive under the Long-Term Incentive Plan or under any other incentive plan or arrangement shall lapse and such incentive awards shall become one hundred percent (100%) vested, all stock options and stock appreciation rights granted to the Executive shall become immediately exercisable and shall become 100% vested, and all Performance Units granted to the Executive shall become 100% vested and (B) the Executive shall have the right to require the Company to purchase, for cash, any shares of unrestricted stock or shares purchased upon exercise of any options, at a price equal to the fair market value of such shares on the date of purchase by the Company.

(c) The amounts provided for in Sections 3.1(a) and 3.1(b)(i), (ii), (iv), (v) and (vi) shall be paid within five (5) days after the Executive's Termination Date.

(d) The Executive shall not be required to mitigate the amount of any payment provided for in this Agreement by seeking other employment or otherwise and no such payment shall be offset or reduced by the amount of any compensation or benefits provided to the Executive in any subsequent employment except as provided in Section 3.1(b)(iii).

3.2 If, as a result of Executive's termination of employment, Executive becomes entitled to compensation and benefits under this Agreement and under the Severance Agreement, dated as of January 20, 2004, ("Severance Agreement"), between Executive and the Company (or any successor agreement to such Severance Agreement), Executive shall be entitled to receive benefits under whichever agreement provides Executive the greater aggregate compensation and benefits (and not under the other agreement) and there shall be no duplication of benefits. Except as provided in the preceding sentence, the severance pay and benefits provided for in Sections 3.1(a) and 3.1(b) shall be in lieu of any other severance pay or benefits to which the Executive may be entitled under any Company severance plan, program or arrangement for a termination of employment covered by such circumstances.

3.3 To the extent applicable, this Agreement shall at all times be operated in accordance with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended and the regulations and rulings thereunder ("Section 409A"), including any applicable transition rules. The Company shall have authority to take action, or refrain from taking any action, with respect to the payments and benefits under this Agreement that is reasonably necessary to comply with Section 409A. Specifically, the Company shall have the authority to delay the commencement of payments under Section 3.1 to "key employees" of the Company to the extent such delay is mandated by the provisions of the Section 409A; provided that the Company and Executive may agree to take into account any transitional rule available under Section 409A.

4. Notice of Termination. During a Threatened Change in Control Period and following a Change in Control, any purported termination by the Company or by the Executive shall be communicated by written Notice of Termination to the other. For purposes of this Agreement, a “Notice of Termination” shall mean a notice which indicates the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive’s employment under the provision so indicated. For purposes of this Agreement, no such purported termination shall be effective without such Notice of Termination.

5. Termination Date. “Termination Date” shall mean in the case of the Executive’s death, his date of death, and in all other cases, the date specified in the Notice of Termination subject to the following:

(a) If the Executive’s employment is terminated by the Company for Cause or due to Disability, the date specified in the Notice of Termination shall be at least thirty (30) days from the date the Notice of Termination is given to the Executive, provided that in the case of Disability the Executive shall not have returned to the full-time performance of his duties during such period of at least 30 days; and

(b) If the Executive’s employment is terminated for Good Reason, the date specified in the Notice of Termination shall not be more than sixty (60) days from the date the Notice of Termination is given to the Company.

6. Excise Tax Payments.

(a) Notwithstanding anything contained in this Agreement to the contrary and without regard to whether the Executive’s employment with the Company has terminated, in the event that any payment or benefit (within the meaning of Section 280G(b) (2) of the Internal Revenue Code of 1986, as amended (the “Code”), to the Executive or for his benefit, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise in connection with, or arising out of, his employment with the Company or a change in ownership or effective control of the Company or of a substantial portion of its assets (a “Payment” or “Payments”), would be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties are incurred by the Executive with respect to such excise tax (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the “Excise Tax”), then the Executive shall be entitled to receive an additional payment (a “Gross-Up Payment”) in an amount such that after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes and the Excise Tax), including any Excise Tax, imposed upon the Gross-Up Payment, the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the

Payments; provided, however, if the Executive's Payments do not exceed 105% of the largest amount that would result in no portion of the Payments being subject to the Excise Tax (the "Safe Harbor Amount"), then this subsection (a) shall not apply and the Payments shall be reduced so that the amount of the Payments shall be equal to the Safe Harbor Amount, provided, further, that the Executive shall elect which non-cash or cash Payments shall be reduced so that the Payments equal the Safe Harbor Amount.

(b) An initial determination as to whether a Gross-Up Payment is required pursuant to this Section 6 and the amount of such Gross-Up Payment shall be made by an accounting firm selected by the Company and reasonably acceptable to the Executive which is designated one of the four largest accounting firms in the United States (the "Accounting Firm"). The Accounting Firm shall provide its determination (the "Determination"), together with detailed supporting calculations and documentation to the Company and the Executive within five days of the Termination Date if applicable, or such other time as requested by the Company or by the Executive (provided the Executive reasonably believes that any of the Payments may be subject to the Excise Tax) and if the Accounting Firm determines that no Excise Tax is payable by the Executive with respect to a Payment or Payments, it shall furnish the Executive with a substantial authority opinion reasonably acceptable to the Executive that no Excise Tax will be imposed with respect to any such Payment or Payments. Within fifteen (15) days of the delivery of the Determination to the Executive, the Executive shall have the right to dispute the Determination (the "Dispute") and in the event of such Dispute, the Executive and the Company shall in good faith discuss a resolution of the Dispute. The Gross-Up Payment, if any, as determined pursuant to this Section 6(b) shall be paid by the Company to the Executive within fifteen (15) days of the receipt of the Accounting Firm's determination or, subject to Executive's approval, all or a portion of the Gross-Up Payment may be paid directly to the appropriate tax authorities. The existence of the Dispute (and any discussions to resolve the Dispute) shall not in any way affect the right of the Executive to receive the Gross-Up Payment in accordance with the Determination. If there is no Dispute, the Determination shall be binding, final and conclusive upon the Company and the Executive subject to the application of Section 6(c).

(c) As a result of the uncertainty in the application of Sections 4999 and 280G of the Code, it is possible that a Gross-Up Payment (or a portion thereof) will be paid which should not have been paid (an "Excess Payment") or a Gross-Up Payment (or a portion thereof) which should have been paid will not have been paid (an "Underpayment"). An Underpayment shall be deemed to have occurred (1) upon notice (formal or informal) to the Executive from any governmental taxing authority that the tax liability of the Executive (whether in respect of the then current taxable year of the Executive or in respect of any prior taxable year of the Executive) may be increased by reason of the imposition of the Excise Tax on a Payment or Payments with respect to which the Company has failed to make a sufficient Gross-Up

Payment, (2) upon a determination by a court imposing the Excise Tax on a Payment or Payments with respect to which the Company has failed to make a sufficient Gross-Up Payment, (3) by reason of a determination by the Company (which shall include the position taken by the Company, or together with its consolidated group, on its federal income tax return) or (4) upon the resolution to the satisfaction of the Executive of the Dispute. If an Underpayment occurs, the Executive shall promptly notify the Company and the Company shall pay to the Executive at least fifteen (15) days prior to the date on which the applicable government taxing authority has requested payment, an additional Gross-Up Payment equal to the amount of the Underpayment plus any interest and penalties (other than interest and penalties imposed by reason of a failure to file timely a tax return or pay taxes shown due on a return) imposed on the Underpayment. An Excess Payment shall be deemed to have occurred upon a "Final Determination" (as hereinafter defined) that the Excise Tax shall not be imposed upon a Payment or Payments with respect to which the Executive had previously received a Gross-Up Payment. A Final Determination shall be deemed to have occurred when the Executive has received from the applicable government taxing authority a refund of taxes or other reduction in his tax liability by reason of the Excess Payment and upon either (i) the date a determination is made by, or an agreement is entered into with, the applicable governmental taxing authority which finally and conclusively binds the Executive and such taxing authority, or in the event that a claim is brought before a court of competent jurisdiction, the date upon which a final determination has been made by such court and either all appeals have been taken and finally resolved or the time for all appeals has expired or (ii) the statute of limitations with respect to the Executive's applicable tax return has expired. If an Excess Payment is determined to have been made, the amount of the Excess Payment shall be treated as a loan by the Company to the Executive and the Executive shall pay to the Company within 15 days following demand (but not less than 30 days after the determination of such Excess Payment) the amount of the Excess Payment plus interest at an annual rate equal to the rate provided for in Section 1274(b)(2)(B) of the Code from the date the Gross-Up Payment (to which the Excess Payment relates) was paid to the Executive until the date of repayment to the Company.

Executive shall promptly notify the Company in writing of any written communication with any governmental taxing authority relating to the Excise Tax. The Company shall be entitled, at its sole cost and expense, to contest the imposition of the Excise Tax on Executive's behalf (including filing a claim for refund of the Excise Tax) and Executive shall cooperate with the Company in good faith in connection with any such contest or proceeding. The Company's election to contest the Excise Tax shall not affect its obligation to pay to Executive or on his behalf an additional Gross-Up Payment with respect to an Underpayment pursuant to this subsection (c). Any refund of taxes or other reduction in Executive's tax liability arising from any such contest by the Company shall be treated as an Excess Payment under this subsection (c).

(d) Notwithstanding anything contained in this Agreement to the contrary, in the event that, according to the Determination, an Excise Tax will be imposed on any Payment or Payments, the Company shall pay to the applicable government taxing authorities as Excise Tax withholding, the amount of the Excise Tax that the Company has actually withheld from the Payment or Payments.

(e) The Executive and the Company shall each provide the Accounting Firm access to and copies of any books, records and documents in the possession of the Company or the Executive, as the case may be, reasonably requested by the Accounting Firm, and otherwise cooperate with the Accounting Firm in connection with the preparation and issuance of the Determination contemplated by subsection (b) hereof.

(f) The fees and expenses of the Accounting Firm for its services in connection with the Determination and the calculations contemplated by this Section 6 shall be paid by the Company.

7. Unauthorized Disclosure. During the period that the Executive is actively employed by the Company or Business Unit and for a period of six (6) months after Executive's termination of employment, the Executive shall not make any Unauthorized Disclosure. For purposes of this Agreement, "Unauthorized Disclosure" shall mean disclosure by the Executive without the consent of the Board (other than pursuant to a court order) to any person, other than an employee or director of the Company or a person to whom disclosure is reasonably necessary or appropriate in connection with the performance by the Executive of his duties as an executive of the Company or as may be legally required, of any material Confidential Information obtained by the Executive while in the employ of the Company (including any material Confidential Information with respect to any of the Company's customers or methods of distribution) the disclosure of which is demonstrably and materially injurious to the Company; provided, however, that such term shall not include the use or disclosure by the Executive, without consent, of any information known generally to the public (other than as a result of disclosure by him in violation of this Section 7) or any information not otherwise considered confidential and material by a reasonable person engaged in the same business as that conducted by the Company; provided further, however, that any breach of this Section 7 shall in no event subject the Executive to damages (including costs, fees and expenses incurred by the Company or the Business Unit) in excess of \$10,000 in the aggregate.

8. Non-Compete. During the period that the Executive is actively employed by the Company or Business Unit, the Executive shall not directly or indirectly, own, manage, operate, control, consult with, or be connected as an officer, employee, agent, partner, director or consultant with, or have any financial interest in, or assist anyone in the conduct of, any business which directly competes with the businesses of the Company in the State of Georgia. Notwithstanding the foregoing,

the Executive shall not be in violation of the preceding sentence due to ownership (directly or indirectly) by the Executive of not more than five percent (5%) of the issued and outstanding class of securities of a corporation whose securities are publicly traded.

9. Successors; Binding Agreement.

(a) This Agreement shall be binding upon and shall inure to the benefit of the Company, its successors and assigns and the Company shall require any successor or assign to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or assignment had taken place. Failure of the Company to obtain such assumption and agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Executive to compensation from the Company in the same amount and on the same terms as the Executive would be entitled to hereunder if the Executive were to terminate the Executive's employment for Good Reason, except that, for purposes of implementing the foregoing, the date on which any such succession becomes effective shall be deemed the Date of Termination. The term "the Company" as used herein shall include such successors and assigns. The term "successors and assigns" as used herein shall mean a corporation or other entity acquiring all or substantially all the assets and business of the Company (including this Agreement) whether by operation of law or otherwise.

(b) Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by the Executive, his beneficiaries or legal representatives, except by will or by the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal personal representative.

10. Fees and Expenses. The Company shall pay all legal fees and related expenses (including the costs of experts, evidence and counsel) incurred by the Executive promptly as they become due as a result of (a) the Executive's termination of employment (including all such fees and expenses, if any, incurred in contesting or disputing any such termination of employment), (b) the Executive seeking to obtain or enforce any right or benefit provided by this Agreement or by any other plan or arrangement maintained by the Company under which the Executive is or may be entitled to receive benefits, including, without limitation, the plans listed on Appendix A in which Executive is participating, or (c) the Executive's hearing before the Board as contemplated in Section 2.1 of this Agreement; provided, however, that the circumstances which result in the Executive incurring the fees and related expense set forth in clauses (a) and (b) (other than as a result of the Executive's termination of employment under circumstances described in Section 2.2(e)) occurred on or after a Change in Control.

11. Notice. For the purposes of this Agreement, notices and all other communications provided for in the Agreement (including the Notice of Termination) shall be in writing and shall be deemed to have been duly given when personally delivered or sent by certified mail, return receipt requested, postage prepaid, addressed to the respective addresses last given by each party to the other, provided that all notices to the Company shall be directed to the attention of the Board with a copy to the Secretary of the Company. All notices and communications shall be deemed to have been received on the date of delivery thereof or on the third business day after the mailing thereof, except that notice of change of address shall be effective only upon receipt.

12. Non-Exclusivity of Rights. Except as provided in Section 3.2 with respect to the Severance Agreement, nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any benefit, bonus, incentive or other plan or program provided by the Company or any of its subsidiaries and for which the Executive may qualify, nor shall anything herein limit or reduce such rights as the Executive may have under any other agreements with the Company or any of its subsidiaries. Amounts which are vested benefits or which the Executive is otherwise entitled to receive under any plan or program of the Company or any of its subsidiaries shall be payable in accordance with such plan or program, except as explicitly modified by this Agreement.

13. Settlement of Claims. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense or other right which the Company may have against the Executive or others.

14. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

15. Indemnification. During the term of this Agreement and for a period of three (3) years after Executive's termination, the Company shall indemnify Executive and hold Executive harmless from and against any claim, loss or cause of action arising from or out of Executive's performance as an officer, director or employee of the Company or any of its subsidiaries or other affiliates or in any other capacity, including any fiduciary capacity, in which Executive serves at the Company's request, in each case to the maximum extent permitted by law and under the

Company's Articles of Incorporation and By-Laws (the "Governing Documents"), provided that in no event shall the protection afforded to Executive hereunder be less than that afforded under the Governing Documents as in effect on the date of this Agreement except from changes mandated by law. During the Term and for a period of three (3) years, Executive shall be covered by any policy of directors and officers liability insurance maintained by the Company for the benefit of its then officers and directors.

16. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without giving effect to the conflict of laws principles thereof. Any action brought by any party to this Agreement shall be brought and maintained in a court of competent jurisdiction in Fulton county in the State of Georgia.

17. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, if any, understandings and arrangements, oral or written, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer and the Executive has executed this Agreement as of the day and year first above written.

ACUITY BRANDS, INC.

By: _____
Senior Vice President and General Counsel

EXECUTIVE:

APPENDIX A
BENEFIT PLANS AND AGREEMENTS

(Applicable To Extent Executive Is Participating In Such Plans and Agreements)

Management Compensation and Incentive Plan

Executives' Deferred Compensation Plan

Supplemental Deferred Savings Plan

Long-Term Incentive Plan

Senior Management Benefit Plan

Pension Plan C (or any similar retirement plan covering the Executive)

401(k) Plan (or similar deferred compensation plan covering the Executive)

2002 Supplemental Executive Retirement Plan (or similar supplemental retirement
plan covering the Executive)

Employment Letter Agreement, dated _____, and any amendments to such agreement.

EXHIBIT 99.2

Form of Severance Agreement

**ACUITY BRANDS, INC.
SEVERANCE AGREEMENT**

THIS AGREEMENT (the "Agreement"), made and entered into as of this 21st day of April, 2006, by and between ACUITY BRANDS, INC., a Delaware corporation (the "Company"), and _____ (the "Executive").

W I T N E S S E T H:

WHEREAS, Executive is a key employee of the Company and an integral part of the Company's management; and

WHEREAS, the Company desires to provide the Executive with certain benefits if the Executive's employment is terminated involuntarily under certain circumstances; and

WHEREAS, the Company and the Executive have determined it is in their mutual best interests to enter into this Agreement;

NOW, THEREFORE, the parties hereby agree as follows:

1. TERM OF AGREEMENT.

Unless earlier terminated as hereinafter provided, this Agreement shall commence on the date hereof and shall be for a rolling, two-year term (the "Term") and shall be deemed to extend automatically, without further action by either the Company or Executive, each day for an additional day, such that the remaining term of the Agreement shall continue to be two years; provided, however, that either party may, by written notice to the other, cause this Agreement to cease to extend automatically and, upon such notice, the "Term" of this Agreement shall be the two-year period following the date of such notice and this Agreement shall terminate upon the expiration of such Term; provided, further, that in the event of a Change in Control of the Company (as defined in Section 2.3 below), the Term of this Agreement shall not expire prior to the expiration of three (3) years after the occurrence of a Change in Control. This Agreement shall not be considered an employment agreement and in no way guarantees Executive the right to continue in the employment of the Company or its affiliates. Executive's employment is considered employment at will, subject to Executive's right to receive payments and benefits upon certain terminations of employment as provided below.

As of the date hereof, this Agreement is intended to, and shall, supersede and replace in its entirety the severance agreement dated _____ and the severance obligations contained in any employment letter agreement between Executive and the Company.

2. DEFINITIONS. FOR PURPOSES OF THIS AGREEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SPECIFIED BELOW:

2.1 “Board” or “Board of Directors” — The Board of Directors of Acuity Brands, Inc., or its successor.

2.2 “Cause” — The involuntary termination of Executive by the Company for the following reasons shall constitute a termination for Cause:

(a) If termination shall have been the result of an act or acts by the Executive which have been found in an applicable court of law to constitute a felony (other than traffic-related offenses);

(b) If termination shall have been the result of an act or acts by the Executive which are in the good faith judgment of the Company to be in violation of law or of written policies of the Company and which result in material injury to the Company;

(c) If termination shall have been the result of an act or acts of dishonesty by the Executive resulting or intended to result directly or indirectly in gain or personal enrichment to the Executive at the expense of the Company; or

(d) Upon the continued failure by the Executive substantially to perform the duties reasonably assigned to Executive given Executive’s training and experience (other than any such failure resulting from incapacity due to mental or physical illness not constituting a Disability, as defined herein), after a demand in writing for substantial performance of such duties is delivered by the Company, which demand specifically identifies the manner in which the Company believes that the Executive has not substantially performed his duties, and such failure results in material injury to the Company.

2.3 “Change in Control” — For purposes of this Agreement, a “Change in Control” shall mean any of the following events:

(a) The acquisition (other than from the Company in an acquisition that is approved by the Incumbent Board, as defined herein) 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 twenty percent (20%) or more of the combined voting power of the Company’s then outstanding voting securities; or

(b) The individuals who, as of April 21, 2006, 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 Agreement, be considered as a member of the Incumbent Board; or

(c) Consummation of 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 sixty percent (60%) of the combined voting power of the then outstanding 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 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 2.3, solely because twenty percent (20%) 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.

2.4 "Change in Control Agreement" — An agreement between Executive and the Company providing for the payment of compensation and benefits to Executive in the event of Executive's termination of employment under certain circumstances following a "change in control" of the Company (as defined in such agreement).

2.5 "Company" — Acuity Brands, Inc., a Delaware corporation, or any successor to its business and/or assets.

2.6 "Date of Termination" — The date specified in the Notice of Termination (which may be immediate) as the date upon which the Executive's employment with the Company is to cease.

2.7 "Disability" — Disability shall have the meaning ascribed to such term in the Company's long-term disability plan covering the Executive, or in the absence of such plan, a meaning consistent with Section 22(e)(3) of the Code.

2.8 “Good Reason” — A “Good Reason” for termination by Executive of Executive’s employment with the Company shall mean the occurrence during the Term after a Change in Control (without Executive’s express consent) of any of the following acts by the Company, or failures by the Company to act, and such act or failure to act has not been corrected within thirty (30) days after written notice of such act, or failure to act, is given by Executive to the Company:

(a) an adverse change in Executive’s title or position in the Company from Executive’s title or position immediately prior to the Change in Control which represents a demotion;

(b) the Company’s requiring Executive to be based more than 50 miles from the primary workplace where Executive is based immediately prior to the Change in Control, except for reasonably required travel on the Company’s business which is not significantly greater than such travel requirements prior to the Change in Control;

(c) a reduction in base salary and target bonus opportunity (not the bonus actually earned) below the level in effect immediately prior to the Change in Control, unless such reduction is consistent with reductions being made at the same time for other officers of the Company in comparable positions;

(d) a material reduction in the aggregate benefits provided to Executive by the Company under its “employee benefits plans,” as defined in Section 3(3) of ERISA , immediately prior to the Change in Control, except in connection with a reduction in such benefits which is consistent with reductions being made at the same time for other officers of the Company in comparable positions;

(e) an insolvency or bankruptcy filing by the Company; or

(f) a material breach by the Company of this Agreement.

2.9 “Notice of Termination” — A written notice from one party to the other party specifying the Date of Termination and which sets forth in reasonable detail the facts and circumstances relating to the basis for termination of Executive’s employment.

2.10 “Section 409A” — Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and rulings thereunder.

2.11 “Severance Period” — A period equal to the lesser of (i) eighteen (18) months from the Executive’s Date of Termination or (ii) the number of months (rounded to the nearest month) from the Executive’s Date of Termination until the

date he attains age 65; provided, however, that the Severance Period shall in no event be less than six (6) months.

3. SCOPE OF AGREEMENT.

This Agreement provides for the payment of compensation and benefits to Executive in the event his employment (i) is involuntarily terminated by the Company without Cause, or (ii) is terminated by Executive for Good Reason. If Executive is terminated by the Company for Cause, dies, incurs a Disability or voluntarily terminates employment (other than for Good Reason), this Agreement shall terminate, and Executive shall be entitled to no payments of compensation or benefits pursuant to the terms of this Agreement; provided that in such events, Executive will be entitled to whatever benefits are payable pursuant to the terms of any health, life insurance, disability, welfare, retirement, deferred compensation, or other plan or program maintained by the Company.

If, as a result of Executive's termination of employment, Executive becomes entitled to compensation and benefits under this Agreement and under a Change in Control Agreement, Executive shall be entitled to receive benefits under whichever agreement provides Executive the greater aggregate compensation and benefits (and not under the other agreement) and there shall be no duplication of benefits.

4. BENEFITS UPON INVOLUNTARY TERMINATION WITHOUT CAUSE BY THE COMPANY OR FOR GOOD REASON.

If Executive's employment is involuntarily terminated by the Company during the term of this Agreement without Cause (and such termination does not arise as a result of Executive's death or Disability), or if Executive terminates his employment for Good Reason, the Executive shall be entitled to the compensation and benefits described below, provided that Executive, as described in Section 4.7, executes a valid release of claims in such form as may be required by the Company. In the event Executive is terminated without Cause or Executive terminates his employment for Good Reason, the Board of Directors may, in its discretion and to provide equitable treatment, grant benefits to Executive in addition to those provided below in circumstances where Executive suffers a diminution of projected benefits as a result of Executive's termination prior to attainment of age 65, including without limitation, additional retirement benefits, provided that any such grant of additional benefits shall be consistent with the requirements of Section 409A and no such grant shall be made which would violate Section 409A and the regulations and rulings thereunder.

4.1 Base Salary. Executive shall continue to receive his Base Salary (subject to withholding of all applicable taxes) for the entire Severance Period (as defined in Section 2.11 above), payable in the same manner as it was being paid on his Date of Termination.

4.2 Annual Bonus. Executive shall be paid a bonus in an amount equal to the greater of (i) the annual incentive bonus that would be paid or payable to Executive for the fiscal year of the Company during which Executive's Date of Termination occurs under the Company's annual incentive plan ("Incentive Plan"), assuming the target level(s) of performance had been met for such fiscal year, multiplied by a fraction (the "Pro Rata Fraction"), the numerator of which is the number of days that have elapsed in the then current fiscal year through Executive's Date of Termination and the denominator of which is 365, or (ii) the annual incentive bonus that would be paid or payable to Executive for the fiscal year of the Company during which Executive's Date of Termination occurs under the Incentive Plan based upon the Company's actual performance for such fiscal year, multiplied by the Pro Rata Factor. The bonus amount determined pursuant to Section 4.2(i) shall be paid to Executive within ten (10) days of Executive's Date of Termination and any additional amount payable pursuant to Section 4.2(ii) shall be payable at the same time as bonuses are payable to other executive under the Incentive Plan.

4.3 Restricted Stock. Any Restricted Stock granted to Executive under the Acuity Brands, Inc. Long-Term Incentive Plan ("LTIP") for which the specific performance targets have been achieved and a Vesting Start Date (as defined in the agreement granting the Restricted Stock to Executive, the "Restricted Stock Agreement") has been established as of Executive's Date of Termination shall become fully vested and nonforfeitable as of Executive's Date of Termination and subject to the proviso at the end of this sentence, all Restricted Stock for which a Vesting Start Date has not been established shall be immediately forfeited; provided, that if the Restricted Stock Agreement granting the Restricted Stock to Executive provides for more favorable continued vesting after Executive's Date of Termination, the provisions of such Restricted Stock Agreement shall apply to the vesting of Executive's Restricted Stock after Executive's termination. The Vested Value (as defined in the Restricted Stock Agreement) of the shares of Restricted Stock vesting pursuant to this Section 4.3 shall be delivered to Executive in the manner provided in Section 2.2 of the Restricted Stock Agreement within ten (10) days of Executive's Date of Termination, using Executive's Date of Termination as the date for determining the Vested Value.

4.4 Health Care and Life Insurance. The health care (including dental and vision coverage, if applicable) and term life insurance coverages provided to Executive at his Date of Termination shall be continued at the same level as for active executives and in the same manner as if his employment had not terminated, beginning on the Date of Termination and ending on the last day of the Severance Period. Any additional coverages Executive had at termination, including dependent coverage, will also be continued for such period on the same terms, to the extent permitted by the applicable policies or contracts. Any costs Executive was paying for such coverages at the time of termination shall be paid by Executive by separate check payable to the Company each month in advance or, at Executive's election, may be deducted from his Base Salary payments under Section 4.1. If the terms of

any benefit plan referred to in this Section, or the laws applicable to such plan do not permit continued participation by Executive, then the Company will arrange for other coverage(s) satisfactory to Executive at Company's expense which provides substantially similar benefits or, at Executive's election, will pay Executive a lump sum amount equal to the annual costs of such coverage(s) for the Severance Period. A benefit provided under this Section 4.4 shall cease if Executive obtains other employment and, as a result of such employment, health care or life insurance benefits are available to Executive. At the end of the Severance Period, Executive shall be entitled to elect to continue health care coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), for the period required by COBRA. In the event Executive's employment is terminated following a Change in Control under circumstances that entitle the Executive to benefits under this Section 4.4, Executive shall be entitled to elect to continue health care coverage under COBRA for a thirty-six (36)-month period after the end of the Severance Period.

4.5 Outplacement Services. Executive will be provided with customary outplacement services by an outplacement firm selected by the Company for the Severance Period, provided that the Company's total cost for such services shall not exceed an amount equal to ten percent (10%) of Executive's Base Salary.

4.6 Other Benefits. Except as expressly provided herein, all other fringe benefits provided to Executive as an active employee of the Company (e.g., 401(k) plan, AD&D, car allowance, club dues, etc.), shall cease on his Date of Termination, provided that any conversion or extension rights applicable to such benefits shall be made available to Executive at his Date of Termination or when such coverages otherwise cease at the end of the Severance Period. Except as expressly provided herein, for all other plans sponsored by the Company, the Executive's employment shall be treated as terminated on his Date of Termination and Executive's right to benefits shall be determined under the terms of such plans; provided, however, in no event will Executive be entitled to severance payments or benefits under any other severance plan, policy, program or agreement of the Company, except to the extent Executive is covered by a Change in Control Agreement.

4.7 Release of Claims. To be entitled to any of the compensation and benefits described above in this Section 4, Executive shall sign a release of claims substantially in the form attached hereto as Exhibit A. No payments shall be made under this Section 4 until such release has been properly executed and delivered to the Company and until the expiration of the revocation period, if any, provided under the release. If the release is not properly executed by the Executive and delivered to the Company within the reasonable time periods specified in the release, the Company's obligations under this Section 4 will terminate.

4.8 Section 409A. The Company shall have the authority to delay the commencement of payments under this Section 4 to "key employees" of the Company

to the extent such delay is mandated by the provisions of Section 409A, provided that the Company and Executive may agree to take into account any transitional rule available under Section 409A.

5. CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETITION.

5.1 Purpose and Reasonableness of Provisions. Executive acknowledges that, prior to and during the Term of this Agreement, the Company has furnished and will furnish to Executive Trade Secrets and Confidential Information which could be used by Executive on behalf of a competitor of the Company or other person to the Company's substantial detriment. Moreover, the parties recognize that Executive during the course of his employment with the Company may develop important relationships with customers and others having valuable business relationships with the Company. In view of the foregoing, Executive acknowledges and agrees that the restrictive covenants contained in this Section 5 are reasonably necessary to protect the Company's legitimate business interests and good will.

5.2 Trade Secrets and Confidential Information. Executive agrees that he shall protect the Company's Trade Secrets (as defined in Section 5.10(b) below) and Confidential Information (as defined in Section 5.10(a) below) and shall not disclose to any Person, or otherwise use or disseminate, except in connection with the performance of his duties for the Company, any Trade Secrets or Confidential Information; provided, however, that Executive may make disclosures required by a valid order or subpoena issued by a court or administrative agency of competent jurisdiction, in which event Executive will promptly notify the Company of such order or subpoena to provide the Company an opportunity to protect its interests. Executive's obligations under this Section 5.2 shall apply during his employment and after his termination of employment, and shall survive any expiration or termination of this Agreement, provided that Executive may after such expiration or termination disclose Confidential Information with the prior written consent of the Chief Executive Officer.

The Executive, during employment with the Company, will not offer, disclose or use on Executive's own behalf or on behalf of the Company, any information Executive received prior to employment by the Company, which was supplied to Executive confidentially or which Executive should reasonably know to be confidential, to any persons, organization or entity other than the Company without the written approval of such person, organization or entity.

5.3 Return of Property. Upon the termination his employment with the Company, Executive agrees to deliver promptly to the Company all Company files, customer lists, management reports, memoranda, research, Company forms, financial data and reports and other documents (including all such data and documents in electronic form) supplied to or created by him in connection with his employment hereunder (including all copies of the foregoing) in his possession or control, and all

of the Company's equipment and other materials in his possession or control. Executive's obligations under this Section 5.3 shall survive any expiration or termination of this Agreement.

5.4 Inventions. The Executive does hereby assign to the Company the entire right, title and interest in any Invention which is made, conceived, either solely or jointly with others, during employment with the Company. The Executive agrees to promptly disclose to the Company all such Inventions. The Executive will, if requested, promptly execute and deliver to the Company a specific assignment of title for an Invention and will at the expense of the Company, take all reasonably required action by the Company to patent, copyright or otherwise protect the Invention.

5.5 Non-Competition. The Executive agrees that while employed by the Company and for a period equal to the Severance Period thereafter, Executive shall comply with the non-competition restrictions attached hereto as Exhibit B.

5.6 Non-Solicitation of Customers/Suppliers. The Executive agrees that during the course of employment with the Company, and for a period equal to the Severance Period thereafter, the Executive will not directly or indirectly (i) divert or attempt to divert any person, concern or entity which is furnished products or services by the Company from doing business with the Company or otherwise change its relationship with the Company; or (ii) induce or attempt to induce any customer, supplier or service provider to cease being a customer, supplier or service provider of the Company or to otherwise change its relationship with the Company.

5.7 Non-Solicitation of Employees. The Executive agrees that during the course of employment with the Company, and for a period equal to the Severance Period thereafter, the Executive shall not, directly or indirectly, whether on behalf of the Executive or others, solicit, lure or attempt to hire away any of the employees of the Company with whom the Executive interacted while employed with the Company.

5.8 Injunctive Relief. Executive acknowledges that if he breaches or threatens to breach any of the provisions of this Section 5, his actions may cause irreparable harm and damage to the Company which could not be compensated in damages. Accordingly, if Executive breaches or threatens to breach any of the provisions of this Section 5, the Company shall be entitled to seek injunctive relief, in addition to any other rights or remedies the Company may have. The existence of any claim or cause of action by Executive against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of Executive's agreements under this Section 5.

5.9 Provisions Severable. If any provision in this Section 5 is determined to be in violation of any law, rule or regulation or otherwise unenforceable, and cannot be modified to be enforceable, such determination shall not affect the validity of any other provisions of this Agreement, but such other provisions shall remain in

full force and effect. Each and every provision, paragraph and subparagraph of this Section 5 is severable from the other provisions, paragraphs and subparagraphs and constitutes a separate and distinct covenant.

5.10 Definitions. For purposes of this Section 5, the following definitions shall apply:

(a) "Confidential Information" means any and all information regarding the business or affairs of the Company not generally known, including information relating to research and development, operating systems, purchasing, accounting, engineering, customers, marketing, manufacturing, suppliers, service providers, merchandising, selling, leasing, servicing, finance and business systems and techniques, information concerning customers of the Company and their systems and applications. All information disclosed to Executive, or to which Executive obtains access, whether originated by Executive or by others, during the period of his employment, which he has reasonable basis to believe to be Confidential Information, or which is treated by the Company as being Confidential Information, shall be presumed to be Confidential Information.

(b) "Trade Secrets" means any business, scientific or technical information, design, process, procedure, formula or improvement of the Company that is valuable and not generally known to the Company's competitors.

(c) "Inventions" means contributions, discoveries, improvements and ideas and works of authorship, whether or not patentable or copyrightable, and (i) which relate directly to the business of the Company or (ii) which result from any work performed by Executive or by Executive's fellow employees for the Company or (iii) for which equipment, supplies, facilities, Confidential Information or Trade Secrets of the Company are used, or (iv) which is developed on the Company's time.

6. MISCELLANEOUS.

6.1 No Obligation to Mitigate. Executive shall not be required to mitigate the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor shall the amount of any payment provided for under this Agreement be reduced by any compensation earned by Executive as a result of employment by another employer after the Date of Termination or otherwise, except as provided in Section 4.4 with respect to benefits coverages.

6.2 Contract Non-Assignable. The parties acknowledge that this Agreement has been entered into due to, among other things, the special skills and knowledge of Executive, and agree that this Agreement may not be assigned or transferred by Executive.

6.3 Successors; Binding Agreement.

(a) In addition to any obligations imposed by law upon any successor to the Company, the Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, or who acquires the stock of the Company, to expressly assume and agree to perform this Agreement, in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

(b) This Agreement shall inure to the benefit of and be enforceable by Executive's personal or legal representative, executors, administrators, successors, heirs, distributees, devisees and legatees.

6.4 Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered or seven days after mailing if mailed first class, certified mail, postage prepaid, addressed as follows:

If to the Company: AcuityBrands, Inc.
Attention: General Counsel
1170 Peachtree Street, Suite 2400
Atlanta, GA 30309

If to the Executive: To his last known address on file with the Company

Any party may change the address to which notices, requests, demands and other communications shall be delivered or mailed by giving notice thereof to the other party in the same manner provided herein.

6.5 Provisions Severable. If any provision or covenant, or any part thereof, of this Agreement should be held by any court to be invalid, illegal or unenforceable, either in whole or in part, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions or covenants, or any part thereof, of this Agreement, all of which shall remain in full force and effect.

6.6 Waiver. Failure of either party to insist, in one or more instances, on performance by the other in strict accordance with the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any right granted in this Agreement or the future performance of any such term or condition or of any other term or condition of this Agreement, unless such waiver is contained in a writing signed by the party making the waiver.

6.7 Amendments and Modifications. This Agreement may be amended or modified only by a writing signed by both parties hereto, which makes specific reference to this Agreement.

6.8 Governing Law. The validity and effect of this Agreement shall be governed by and be construed and enforced in accordance with the laws of the State of Georgia.

6.9 Disputes; Legal Fees; Indemnification.

(a) Disputes – All claims by Executive for compensation and benefits under this Agreement shall be in writing and shall be directed to and be determined by the Compensation Committee of the Board. Any denial by the Compensation Committee of a claim for benefits under this Agreement shall be provided in writing to Executive within thirty (30) days of such decision and shall set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Compensation Committee shall afford a reasonable opportunity to Executive for a review of its decision denying a claim and shall further allow Executive to appeal in writing to the Compensation Committee a decision of the Compensation Committee within sixty (60) days after notification by the Compensation Committee that

Executive's claim has been denied. To the extent permitted by applicable law, any further dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Fulton County, Georgia, in accordance with the rules of the American Arbitration Association then in effect for commercial arbitrations. Judgment may be entered on the arbitrator's award in any court having jurisdiction.

(b) Legal Fees – If the Company involuntarily terminates Executive without Cause or Executive terminates his employment for Good Reason, then, in the event Executive incurs legal fees and other expenses in seeking to obtain or to enforce any rights or benefits provided by this Agreement and is successful to a significant extent in obtaining or enforcing any such rights or benefits through settlement, mediation, arbitration or otherwise, the Company shall promptly pay Executive's reasonable legal fees and expenses and related costs incurred in enforcing this Agreement including, without limitation, attorneys fees and expenses, experts fees and expenses, and investigative fees. Except to the extent provided in the preceding sentence, each party shall pay its own legal fees and other expenses associated with any dispute under this Agreement.

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

EXECUTIVE:

ACUITY BRANDS, INC.

By:

Chairman of the Board

**EXHIBIT A
TO ACUITY BRANDS, INC. SEVERANCE AGREEMENT**

FORM – RELEASE OF CLAIMS

The undersigned, an Executive of (the “Company”), having entered into that certain Severance Agreement (the “Agreement”) dated April 21, 2006, which Agreement is expressly incorporated herein by reference, hereby enters into the following Release of Claims effective as of the date listed below. Capitalized terms contained herein shall have the same meaning as those defined terms set forth in the Agreement. **This Release must be executed and returned to, without modification, within thirty (30) days of the date of the termination of Executive’s employment in order for Executive to receive any of the compensation and benefits set forth in section 4 of the Agreement.**

For the consideration set forth in the Agreement, including the various actual and prospective benefits described therein, which are more than I would otherwise have received in the event of my severance from the Company, I hereby release the Company, its current and former parents, subsidiaries, divisions, and affiliates, and their current or former directors, employees and agents and related parties from all known or unknown claims, if any, that I presently could have against any of them, including (but not limited to) all known or unknown claims arising out of my employment with the Company or my termination therefrom, except Age Discrimination in Employment Act claims, of which I certify that I have none; provided that this Release does not affect my vested rights to benefits to which I am entitled under any Company pension or 401(k) plans, or healthcare or similar welfare benefits. I promise never to file any lawsuit based on a claim released by this Release. The foregoing Release of Claims expressly includes a waiver of any right to recovery for the claims released herein in any and all private causes of action and/or charges and/or in any and all complaints filed with, or by, any governmental agency and/or other person or tribunal and I understand by signing this Release, that I will have no right to recover monetary damages or obtain individual relief of any kind in any such proceeding. I acknowledge and understand that this Release is binding upon my heirs and personal representatives. This Release, together with the Agreement, sets forth the entire agreement between the Company and me pertaining to the subject matter hereof and fully supersedes any and all prior agreements or understandings between us pertaining thereto.

I have carefully read this Release, I fully understand what it means, and I am entering into it voluntarily.

Date

Signature of Executive

Name

EXHIBIT 99.3

Amendment to Amended and Restated Severance Agreement – Chief Executive Officer

AMENDMENT
TO
ACUITY BRANDS, INC
AMENDED AND RESTATED SEVERANCE AGREEMENT

THIS AMENDMENT made and entered into as of the 21st day of April, 2006, by and between ACUITY BRANDS, INC. (the "Company") and VERNON J. NAGEL ("Executive");

WITNESSETH

WHEREAS, the Company and Executive entered into an Amended and Restated Severance Agreement, dated as of January 20, 2004 ("Severance Agreement"), providing for the payment of certain compensation and benefits to Executive if Executive's employment is terminated under certain circumstances; and

WHEREAS, the parties now desire to amend the Severance Agreement in the manner hereinafter provided;

NOW, THEREFORE, the Severance Agreement is hereby amended, as follows:

1.

The first paragraph of Section 1 is hereby amended by adding the following proviso to the end of the first sentence of the present section:

“; provided, further, that in the event of a change in control of the Company (as defined in Executive's Change In Control Agreement, the Term of this Agreement shall not expire prior to the expiration of three (3) years after the occurrence of such change in control.”

2.

Section 2.9 is hereby amended by deleting the present section in its entirety and substituting the following in lieu thereof:

“2.9 Change in Control Agreement — An agreement between Executive and the Company providing for the payment of compensation and benefits to Executive in the event of Executive's termination of employment under certain circumstances following a “change in control” of the Company (as defined in such agreement).”

2

3.

The Severance Agreement is hereby amended by adding a new Section 2.10 reading as follows:

“2.10 Section 409A — Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and rulings thereunder.”

4.

The second paragraph of Section 3 is hereby amended by deleting the words “Severance Protection Agreement” in such paragraph and substituting the words “Change in Control Agreement” therefor.

5.

The first paragraph of Section 4 is hereby amended by adding the following to the end of such paragraph:

“, provided that any such grant of additional benefits shall be consistent with the requirements of Section 409A and no such grant shall be made which would violate Section 409A and the regulations and rulings thereunder.”

6.

The first sentence of Section 4.6 is hereby amended by adding the following proviso to the end of such sentence:

“, provided that long-term disability coverage shall only be provided if such coverage can be obtained by the Company at reasonable cost.”

7.

Section 4.6 is hereby amended by adding the following to the end of the present section:

“At the end of the Severance Period, Executive shall be entitled to elect to continue health care coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), for a period of thirty-six (36) months after the end of the Severance Period.”

8.

Section 4.8 is hereby amended by deleting the words “Severance Protection Agreement” in the last sentence of the present section and substituting the words “Change in Control Agreement” therefor.

3

9.

The Severance Agreement is hereby amended to adding a new Section 4.10 reading as follows:

“4.10 Section 409A. The Company shall have the authority to delay the commencement of payments under this Section 4 to “key employees” of the Company to the extent such delay is mandated by the provisions of Section 409A, provided that the Company and Executive may agree to take into account any transitional rule available under Section 409A.”

10.

Exhibit A, Release of Claims, to the Severance Agreement is hereby deleted in its entirety and the Exhibit A attached hereto is substituted in lieu thereof.

11.

This Amendment to the Severance Agreement shall be effective as of the date of this Amendment. Except as hereby modified, the Severance Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

EXECUTIVE

VERNON J. NAGEL

COMPANY

ACUITY BRANDS, INC.

By: _____

EXHIBIT A
TO ACUITY BRANDS, INC. SEVERANCE AGREEMENT
RELEASE OF CLAIMS

The undersigned, an Executive of Acuity Brands, Inc. (the "Company"), having entered into that certain Acuity Brands, Inc. Severance Agreement (the "Agreement"), dated as of January 20, 2004, which Agreement as it may be amended is expressly incorporated herein by reference, hereby enters into the following Release of Claims effective as of the date listed below. Capitalized terms contained herein shall have the same meaning as those defined terms set forth in the Agreement. **This Release must be executed and returned to the General Counsel of the Company, without modification, within thirty (30) days of the date of Executive's Date of Termination in order for Executive to receive any of the compensation and benefits set forth in Section 4 of the Agreement.**

For the consideration set forth in the Agreement, including the various actual and prospective benefits described therein, which are more than I would otherwise have received in the event of my severance from the Company, I hereby release the Company, its current and former parents, subsidiaries, divisions, and affiliates, and their current or former directors, employees and agents and related parties from all known or unknown claims, if any, that I presently could have against any of them arising out of, or in connection with, my employment with the Company or my termination of employment with the Company, except Age Discrimination in Employment Act claims, of which I certify I have none, provided that this Release is not intended to affect (i) any compensation or benefits to be paid or provided to me under the Agreement or any stock option or restricted stock agreement; or (ii) any benefits to which I am entitled under any Company Employee Benefit Plans (as defined in Section 2.6 of the Agreement). I promise never to file any lawsuit based on a claim purportedly released by this Release. The foregoing Release of Claims expressly includes a waiver of any right to recovery for the claims released herein in any and all private causes of action and/or charges and/or in any and all complaints filed with, or by, any governmental agency and/or other person or tribunal and I understand by signing this Release, that I will have no right to recover monetary damages or obtain individual relief of any kind in any such proceeding. I acknowledge and understand that this Release is binding upon my heirs and personal representatives. This Release, together with the Agreement, sets forth the entire agreement between the Company and me pertaining to the subject matter hereof and fully supersedes any and all prior agreements or understandings between us pertaining thereto.

I have carefully read this Release, I fully understand what it means, and I am entering into it voluntarily.

Date _____

Signature of Executive

VERNON J. NAGEL

EXHIBIT 99.4

Amendment to Amended and Restated Severance Agreement – Executive Vice President

AMENDMENT
TO
ACUITY BRANDS, INC
AMENDED AND RESTATED SEVERANCE AGREEMENT

THIS AMENDMENT made and entered into as of the 21st day of April, 2006, by and between ACUITY BRANDS, INC. (the "Company") and JOHN K. MORGAN ("Executive");

WITNESSETH

WHEREAS, the Company and Executive entered into an Amended and Restated Severance Agreement, dated as of August 1, 2005 ("Severance Agreement"), providing for the payment of certain compensation and benefits to Executive if Executive's employment is terminated under certain circumstances; and

WHEREAS, the parties now desire to amend the Severance Agreement in the manner hereinafter provided;

NOW, THEREFORE, the Severance Agreement is hereby amended, as follows:

1.

The first paragraph of Section 1 is hereby amended by adding the following proviso to the end of the first sentence of the present section:

“; provided, further, that in the event of a change in control of the Company (as defined in Executive's Change In Control Agreement, the Term of this Agreement shall not expire prior to the expiration of three (3) years after the occurrence of such change in control.”

2.

Section 2.9 is hereby amended by deleting the present section in its entirety and substituting the following in lieu thereof:

“2.9 Change in Control Agreement — An agreement between Executive and the Company providing for the payment of compensation and benefits to Executive in the event of Executive's termination of employment under certain circumstances following a “change in control” of the Company (as defined in such agreement).”

2

3.

The Severance Agreement is hereby amended by adding a new Section 2.10 reading as follows:

“2.10 Section 409A — Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and rulings thereunder.”

4.

The second paragraph of Section 3 is hereby amended by deleting the words “Severance Protection Agreement” in such paragraph and substituting the words “Change in Control Agreement” therefor.

5.

The first paragraph of Section 4 is hereby amended by adding the following to the end of such paragraph:

“, provided that any such grant of additional benefits shall be consistent with the requirements of Section 409A and no such grant shall be made which would violate Section 409A and the regulations and rulings thereunder.”

6.

The first sentence of Section 4.7 is hereby amended by adding the following proviso to the end of such sentence:

“, provided that long-term disability coverage shall only be provided if such coverage can be obtained by the Company at reasonable cost.”

7.

Section 4.7 is hereby amended by adding the following to the end of the present section:

“At the end of the Severance Period, Executive shall be entitled to elect to continue health care coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), for a period of thirty-six (36) months after the end of the Severance Period.”

8.

Section 4.9 is hereby amended by deleting the words “Severance Protection Agreement” in the last sentence of the present section and substituting the words “Change in Control Agreement” therefor.

3

9.

The Severance Agreement is hereby amended to adding a new Section 4.11 reading as follows:

“4.11 Section 409A. The Company shall have the authority to delay the commencement of payments under this Section 4 to “key employees” of the Company to the extent such delay is mandated by the provisions of Section 409A, provided that the Company and Executive may agree to take into account any transitional rule available under Section 409A.”

10.

Exhibit A, Release of Claims, to the Severance Agreement is hereby deleted in its entirety and the Exhibit A attached hereto is substituted in lieu thereof.

11.

This Amendment to the Severance Agreement shall be effective as of the date of this Amendment. Except as hereby modified, the Severance Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

EXECUTIVE

JOHN K. MORGAN

COMPANY
ACUITY BRANDS, INC.

By: _____

EXHIBIT A
TO ACUIITY BRANDS, INC. AMENDED AND RESTATED
SEVERANCE AGREEMENT

RELEASE OF CLAIMS

The undersigned, an Executive of Acuity Brands, Inc. (the "Company"), having entered into that certain Acuity Brands, Inc. Amended and Restated Severance Agreement (the "Agreement"), dated as of August 1, 2005, which Agreement as it may be amended is expressly incorporated herein by reference, hereby enters into the following Release of Claims effective as of the date listed below. Capitalized terms contained herein shall have the same meaning as those defined terms set forth in the Agreement. **This Release must be executed and returned to the General Counsel of the Company, without modification, within thirty (30) days of the date of Executive's Date of Termination in order for Executive to receive any of the compensation and benefits set forth in Section 4 of the Agreement.**

For the consideration set forth in the Agreement, including the various actual and prospective benefits described therein, which are more than I would otherwise have received in the event of my severance from the Company, I hereby release the Company, its current and former parents, subsidiaries, divisions, and affiliates, and their current or former directors, employees and agents and related parties from all known or unknown claims, if any, that I presently could have against any of them arising out of, or in connection with, my employment with the Company or my termination of employment with the Company, except Age Discrimination in Employment Act claims, of which I certify I have none, provided that this Release is not intended to affect (i) any compensation or benefits to be paid or provided to me under the Agreement or any stock option or restricted stock agreement; or (ii) any benefits to which I am entitled under any Company Employee Benefit Plans (as defined in Section 2.6 of the Agreement). I promise never to file any lawsuit based on a claim purportedly released by this Release. The foregoing Release of Claims expressly includes a waiver of any right to recovery for the claims released herein in any and all private causes of action and/or charges and/or in any and all complaints filed with, or by, any governmental agency and/or other person or tribunal and I understand by signing this Release, that I will have no right to recover monetary damages or obtain individual relief of any kind in any such proceeding. I acknowledge and understand that this Release is binding upon my heirs and personal representatives. This Release, together with the Agreement, sets forth the entire agreement between the Company and me pertaining to the subject matter hereof and fully supersedes any and all prior agreements or understandings between us pertaining thereto.

I have carefully read this Release, I fully understand what it means, and I am entering into it voluntarily.

Date _____

Signature of Executive

JOHN K. MORGAN

EXHIBIT 99.5

Amendment to Severance Agreement – Executive Vice President

AMENDMENT
TO
ACUITY BRANDS, INC
SEVERANCE AGREEMENT

THIS AMENDMENT made and entered into as of the 21st day of April, 2006, by and between ACUITY BRANDS, INC. (the "Company") and JAMES H. HEAGLE ("Executive");

W I T N E S S E T H

WHEREAS, the Company and Executive entered into a Severance Agreement, dated as of January 5, 2004 ("Severance Agreement"), providing for the payment of certain compensation and benefits to Executive if Executive's employment is terminated under certain circumstances; and

WHEREAS, the parties now desire to amend the Severance Agreement in the manner hereinafter provided;

NOW, THEREFORE, the Severance Agreement is hereby amended, as follows:

1.

Section 2.8 is hereby amended by deleting the present section in its entirety and substituting the following in lieu thereof:

"2.8 Change in Control Agreement — An agreement between Executive and the Company providing for the payment of compensation and benefits to Executive in the event of Executive's termination of employment under certain circumstances following a "change in control" of the Company (as defined in such agreement)."

2.

The Severance Agreement is hereby amended by adding a new Section 2.9 reading as follows:

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

2

3.

The second paragraph of Section 3 is hereby amended by deleting the words “Severance Protection Agreement” in such paragraph and substituting the words “Change in Control Agreement” therefor.

4.

The first paragraph of Section 4 is hereby amended by adding the following to the end of such paragraph:

“; provided that any such grant of additional benefits shall be consistent with the requirements of Section 409A and no such grant shall be made which would violate Section 409A and the regulations and rulings thereunder.”

5.

The first sentence of Section 4.4 is hereby amended by adding the following proviso to the end of such sentence:

“, provided that long-term disability coverage shall only be provided if such coverage can be obtained by the Company at reasonable cost.”

6.

Section 4.4 is hereby amended by adding the following to the end of the present section:

“At the end of the Severance Period, Executive shall be entitled to elect to continue health care coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), for a period of thirty-six (36) months after the end of the Severance Period.”

7.

Section 4.6 is hereby amended by deleting the words “Severance Protection Agreement” in the last sentence of the present section and substituting the words “Change in Control Agreement” therefor.

8.

The Severance Agreement is hereby amended to adding a new Section 4.8 reading as follows:

“4.8 Section 409A. The Company shall have the authority to delay the commencement of payments under this Section 4 to “key employees”

of the Company to the extent such delay is mandated by the provisions of Section 409A, provided that the Company and Executive may agree to take into account any transitional rule available under Section 409A.”

9.

Exhibit A, Release of Claims, to the Severance Agreement is hereby deleted in its entirety and the Exhibit A attached hereto is substituted in lieu thereof.

10.

This Amendment to the Severance Agreement shall be effective as of the date of this Amendment. Except as hereby modified, the Severance Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

EXECUTIVE

JAMES H. HEAGLE

COMPANY

ACUITY BRANDS, INC.

By: _____

EXHIBIT A
TO ACUITY BRANDS, INC. SEVERANCE AGREEMENT
RELEASE OF CLAIMS

The undersigned, an Executive of Acuity Brands, Inc. (the "Company"), having entered into that certain Acuity Brands, Inc. Severance Agreement (the "Agreement"), dated as of January 5, 2004, which Agreement as it may be amended is expressly incorporated herein by reference, hereby enters into the following Release of Claims effective as of the date listed below. Capitalized terms contained herein shall have the same meaning as those defined terms set forth in the Agreement. **This Release must be executed and returned to the General Counsel of the Company, without modification, within thirty (30) days of the date of Executive's Date of Termination in order for Executive to receive any of the compensation and benefits set forth in Section 4 of the Agreement.**

For the consideration set forth in the Agreement, including the various actual and prospective benefits described therein, which are more than I would otherwise have received in the event of my severance from the Company, I hereby release the Company, its current and former parents, subsidiaries, divisions, and affiliates, and their current or former directors, employees and agents and related parties from all known or unknown claims, if any, that I presently could have against any of them arising out of, or in connection with, my employment with the Company or my termination of employment with the Company, except Age Discrimination in Employment Act claims, of which I certify I have none, provided that this Release is not intended to affect (i) any compensation or benefits to be paid or provided to me under the Agreement or any stock option or restricted stock agreement; or (ii) any benefits to which I am entitled under any Company Employee Benefit Plans (as defined in Section 2.6 of the Agreement). I promise never to file any lawsuit based on a claim purportedly released by this Release. The foregoing Release of Claims expressly includes a waiver of any right to recovery for the claims released herein in any and all private causes of action and/or charges and/or in any and all complaints filed with, or by, any governmental agency and/or other person or tribunal and I understand by signing this Release, that I will have no right to recover monetary damages or obtain individual relief of any kind in any such proceeding. I acknowledge and understand that this Release is binding upon my heirs and personal representatives. This Release, together with the Agreement, sets forth the entire agreement between the Company and me pertaining to the subject matter hereof and fully supersedes any and all prior agreements or understandings between us pertaining thereto.

I have carefully read this Release, I fully understand what it means, and I am entering into it voluntarily.

Date _____

Signature of Executive

JAMES H. HEAGLE