
**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): January 9, 2020 (January 8, 2020)

Commission file number 001-16583.

ACUITY BRANDS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

01-16583
(Commission File Number)

58-2632672
(I.R.S. Employer
Identification Number)

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

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

None
(Former Name or Former Address, if Changed Since Last Report)

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

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

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

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

Indicate by check mark whether the Registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On January 8, 2020, Acuity Brands, Inc. (the “Company”) announced certain management changes.

Executive Officer Changes

The Company’s Board of Directors (the “Board”) has appointed Neil M. Ashe as President and Chief Executive Officer of the Company, effective January 31, 2020 (the “Executive Start Date”). The Board also has appointed Mr. Ashe to serve as a member of the Board, effective as of the Executive Start Date. Mr. Ashe, age 52, previously served as President and Chief Executive Officer, Global eCommerce & Technology, of Walmart, Inc. from January 2012 through January 2017. Prior to that, Mr. Ashe served as President of CBS Interactive from July 2008 through July 2011, where he led online properties, including CBS.com, CBSNews.com, CNET.com and CBSSports.com. He also served as Chief Executive Officer of CNET Networks, Inc., a media website that publishes reviews, news, articles, blogs, podcasts and videos on technology and consumer electronics, from 2006 to 2008 before the company was purchased by CBS Interactive.

Mr. Ashe most recently served as Chief Executive Officer of Faster Horses LLC, a private equity and consulting firm that invests in, operates and advises companies that are using digital technology to grow and change their businesses, from February 2017 to December 2019. Mr. Ashe currently serves on the Board of Directors of Vericity, Inc., a holding company for Fidelity Life and eFinancial, both life insurance providers. Mr. Ashe previously served on the Board of Directors of both CNET Networks, Inc. and AMC Networks, Inc.

The Company is entering into an Employment Letter with Mr. Ashe in connection with his appointment as President and Chief Executive Officer, the terms of which are described below. The Employment Letter is filed as Exhibit 10.1 to this Current Report on Form 8-K.

There are no arrangements between Mr. Ashe and any other person pursuant to which Mr. Ashe was selected as an officer and director, nor are there any transactions to which the Company is or was a participant and in which Mr. Ashe has a material interest subject to disclosure under Item 404(a) of Regulation S-K. No family relationships exist between Mr. Ashe and any of the Company’s directors or other executive officers.

Vernon J. Nagel, the Company’s current Chief Executive Officer, will step down as Chief Executive Officer as of the Executive Start Date but will remain with the Company as Executive Chairman of the Board through his current director term. Changes to Mr. Nagel’s compensation are as described below under *Executive Chairman Compensation*.

Lastly, the Company announced that, as of the Executive Start Date, Richard K. Reece, who has served as President of the Company since September 2019, will step down from that role and serve as Executive Vice President of the Company and as President of Acuity Brands Lighting, Inc., a wholly owned subsidiary of the Company. There were no changes to Mr. Reece’s compensation made as a result of the change in his role.

CEO Compensation

Mr. Ashe will receive an annual base salary of \$1,000,000 and will be entitled to participate in all employee benefit plans and perquisites of the Company in effect from time to time (including health, life, disability, dental, and retirement plans) in which executives at his level are entitled to participate and will be eligible to participate in the Acuity Brands, Inc. 2002 Supplemental Executive Retirement Plan. Mr. Ashe will also receive a \$100,000 signing bonus which must be repaid on a pro rata, after-tax basis if Mr. Ashe voluntarily terminates his employment with the Company within three years of his start date (based on the number of full years worked during the three year period).

Mr. Ashe will be eligible for an annual cash incentive payment, the amount of which will be determined by the Company’s overall financial performance and Mr. Ashe’s individual performance. For the fiscal year ending August 31, 2020 (“Fiscal 2020”), the target annual cash incentive bonus will be 130% of base salary, and the target bonus for future years will be determined by the Board. The minimum annual incentive payment for Fiscal 2020 performance will be based on 100% of target for the Company performance factor multiplied by 100% personal performance factor and pro-rated based on his start date.

During Mr. Ashe’s first two fiscal years with the Company, the Board intends to grant Mr. Ashe only stock options designed to give Mr. Ashe a carried interest of approximately 2% in the value he creates for the Company’s stockholders (measured by the increase in the Company’s market capitalization from the Executive Start Date if Mr. Ashe is able to drive appreciation in the Company’s stock price above \$275). The Board also intends for at least half of these stock

options to be performance-based awards that will only vest if the Company's stock price achieves specified share price hurdles, as further described below.

On the Executive Start Date (the "Initial Grant Date"), Mr. Ashe will receive an initial grant of three tranches of stock options, having the following terms:

- Options to purchase 200,000 shares of Company stock that will vest ratably over a three-year period and expire after ten years.
- Options to purchase 200,000 shares of Company stock with an exercise price equivalent to the greater of (x) 108% of the market value of a share of the Company's common stock on the date of grant and (y) a value equal to the market value of a share of the Company's common stock on the date of grant plus \$10. These options will vest ratably over a three-year period and expire after ten years.
- Options to purchase 100,000 shares of Company stock with two independent conditions to exercisability: (1) four-year ratable vesting and (2) the closing price of the Company's stock price reaching \$225 and remaining at or above \$225 for 10 consecutive trading days at any time following the grant date. These options expire after ten years.

On or after September 1, 2020, the Board intends to grant Mr. Ashe two additional tranches of stock options having the following terms:

- Options to purchase 225,000 shares of Company stock with two independent conditions to exercisability: (1) four-year ratable vesting and (2) the closing price of the Company's stock price reaching \$275 and remaining at or above \$275 for 10 consecutive trading days. These options expire after ten years.
- Options to purchase an additional number of shares of the Company's stock calculated such that cumulatively all five tranches of option grants would give Mr. Ashe a carried interest of approximately 2% in the value created for the Company's stockholders if the Company's stock price increased from the closing price of Company stock on the Initial Grant Date to an amount above \$275 (provided that the number of shares subject to this last tranche of stock options would be capped at 175,000). These options will have two independent conditions to exercisability: (1) four-year ratable vesting and (2) the closing price of the Company's stock price reaching \$225 and remaining at or above \$225 for 10 consecutive trading days. These options expire after ten years.

Mr. Ashe will not be eligible to receive any equity grants other than the grants described above until October 2021. Two forms of Nonqualified Stock Option Award Agreements to be used for the option grants referred to above are filed as Exhibits 10.2 (options subject only to time-based conditions) and 10.3 (options subject to time-based and share price performance conditions) to this Current Report on Form 8-K.

The Company will also enter into a Severance Agreement and a Change in Control Agreement with Mr. Ashe on substantially similar terms to those described in the Company's proxy statement for its 2020 Annual Meeting of Stockholders for the Company's former Executive Vice President; the forms of these agreements with Mr. Ashe are filed as Exhibits 10.4 and 10.5 to this Current Report on Form 8-K. The Company will also enter into its standard Indemnification Agreement with Mr. Ashe, the form of which is filed as Exhibit 10.6 to this Current Report on Form 8-K.

Executive Chairman Compensation

In his new role as Executive Chairman, Mr. Nagel will receive a monthly salary of \$40,000 through his current director term. Mr. Nagel will also have an opportunity to receive a cash incentive award equal to 75% of his monthly base salary from the Executive Start Date to the end of Fiscal 2020.

Item 8.01. Other Events.

On January 8, 2020, the Company issued a press release announcing the management changes described above. A copy of this press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Employment Letter between Acuity Brands, Inc. and Neil M. Ashe, dated January 9, 2020
10.2	Form of Nonqualified Stock Option Award Agreement (options subject only to time-based conditions)
10.3	Form of Nonqualified Stock Option Award Agreement (options subject to time-based and share price performance conditions)
10.4	Form of Severance Agreement
10.5	Form of Change in Control Agreement
10.6	Form of Indemnification Agreement (Incorporated by reference to Exhibit 10.1 to the registrant's Form 8-K filed with the Securities and Exchange Commission on February 9, 2010)
99.1	Press release dated January 8, 2020
104	Cover Page Interactive Data File (embedded within the inline XBRL document)

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: January 9, 2020

ACUITY BRANDS, INC.

By: /s/ Karen J. Holcom
Karen J. Holcom
Senior Vice President and Chief Financial
Officer

EXHIBIT INDEX

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|------|--|--|
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Vernon J. Nagel
Chairman & Chief Executive Officer

Acuity Brands, Inc.
1170 Peachtree Street, N.E.
Suite 2300
Atlanta, GA 30309-7676

Vern.Nagel@acuitybrands.com
www.AcuityBrands.com

January 8, 2019

Via Email

Mr. Neil M. Ashe

Dear Neil:

This letter agreement (“Agreement”) summarizes the terms and conditions of your initial employment with Acuity Brands, Inc. (“Acuity” or the “Company”) beginning on January 8, 2020 and employment as President and Chief Executive Officer of Acuity, effective January 31, 2020. After you have reviewed the terms and conditions of this letter, please sign below to signify your acceptance.

1. **Title and Responsibilities.** You will initially be an employee of the Company during a transition period from January 8, 2020 through January 31, 2020. As of January 31, 2020, you (hereinafter “Executive”) will serve as President and Chief Executive Officer of Acuity and will report to the Board of Directors (“Board”) of Acuity. Executive’s primary place of employment and domicile will be Atlanta, Georgia. Executive shall have such duties, responsibilities, and authority as are commensurate with such positions, as established by corporate law or Acuity’s governance documents or delegated to him from time to time by the Board. Executive accepts the duties described above and agrees to render his services for the term of this Agreement.
2. **Term.** This Agreement shall commence as of January 8, 2020 (“Effective Date”) and continue in effect until either party gives notice to the other of termination (the period of this Agreement is hereinafter referred to as the “term of this Agreement”). Either party may terminate this Agreement for any reason and at any time with or without cause and with or without advance notice, subject to Executive’s and Acuity’s rights and obligations under the Severance Agreement and Change in Control Agreement relating to Executive’s termination of employment.
3. **Extent of Services.** Executive agrees that effective January 31, 2020 (“Executive Start Date”) and during the remainder of the term of this Agreement, he will devote his full working time and requisite energy and skill to the diligent performance of Executive’s duties. With the consent of the Board, Executive may serve on the board of directors or board of trustees of other companies or institutions, provided that such outside activities do not interfere with the performance of the Executive’s duties and responsibilities to the Company as provided hereunder, including, but not limited to, the obligations set forth in Section 1 hereof, and provided further, that approval of the Board shall be required as set forth in Acuity’s Corporate Governance Guidelines, as they may be revised from time to time provided, however, that for the avoidance of doubt, Executive may continue to serve on the boards of directors on which he is currently serving as of the Effective Date.

4. **Consideration.** As consideration for the services performed by Executive pursuant to this Agreement and the restrictive covenants contained and/or referenced in Paragraph 5, Acuity will compensate Executive during the term of this Agreement as follows:

4.1 **Base Salary.** Commencing on the Effective Date, Executive will be entitled to an annual base salary of \$1,000,000, subject to applicable withholdings and deductions. Executive's base salary will be subject to periodic review and change by the Board's Compensation Committee and the Board. Executive's base salary will be payable in accordance with Acuity's regular payroll practices for executives as in effect from time to time.

4.2 **Benefits.** Executive will be entitled to participate in all employee benefit plans and perquisites of Acuity in effect from time to time (including health, life, disability, dental, and retirement plans) in which executives at his level are entitled to participate.

4.3 **Annual Incentive.** Executive will be eligible for an annual incentive payment in accordance with the Annual Cash Incentive Plan (the "Cash Incentive Plan") and Plan Rules thereunder in effect for each year. Pursuant to current Plan Rules for the Cash Incentive Plan: (a) the amount of the incentive payment is determined by Acuity's overall financial performance and Executive's individual performance and (b) Executive's target bonus will be 130% of base salary for the fiscal year ending August 31, 2020. Executive's target bonus for future years will be determined by the Board. The minimum annual incentive payment for Fiscal 2020 performance will be based on 100% of target for the company performance factor multiplied by 100% personal performance factor and pro-rated based on your Executive Start Date; or equivalent to \$758,333. The Cash Incentive Plan and the Plan Rules thereunder may be modified at any time in the sole discretion of the Board's Compensation Committee or the Board, subject to any applicable shareholder approval requirements.

4.4 **Stock Incentive.** During Executive's first two fiscal years with the Company, the Board intends to only grant Executive options to purchase Company stock and also intends for at least half of these stock options to be performance based awards that will only be exercisable if Acuity's stock price achieves specified share price hurdles.

On January 31, 2020 ("Initial Grant Date"), the Board shall grant Executive the following three tranches of stock options :

Tranche 1A - options to purchase 200,000 shares; per share exercise price equivalent to 100% of the closing price of a share of Acuity common stock on Initial Grant Date; 3-year ratable vesting; 10-year term; and

Tranche 2A - options to purchase 200,000 shares; per share exercise price equivalent to the greater of (x) 108% of the closing price of a share of Acuity common stock on Initial Grant Date and (y) the closing price of a share of Acuity common stock on Initial Grant Date plus \$10; 3-year ratable vesting; 10-year term; and

Tranche 3A - options to purchase 100,000 shares; per share exercise price equivalent to 100% of the closing price of a share of Acuity common stock on Initial Grant Date; 4-year ratable vesting; two independent conditions to exercisability include 4-year ratable vesting and the closing share price of Acuity common stock reaching \$225 for 10 consecutive trading days at any time following the Initial Grant Date; 10-year term.

As soon as practicable after September 1, 2020 ("Fiscal 2021 Grant Date"), the Board intends to grant Executive two additional tranches of stock options as follows:

Tranche 1B - options to purchase 225,000 shares; per share exercise price equivalent to 100% of the closing price of Acuity stock on Fiscal 2021 Grant Date; 4-year ratable vesting; two independent conditions to exercisability include 4-year ratable vesting *and* the closing share price of Acuity common stock reaching \$275 for 10 consecutive trading days at any time following the Fiscal 2021 Grant Date; 10-year term; and

Tranche 2B - options to purchase an additional number of shares calculated such that cumulatively Tranches 1A, 2A, 3A, 1B and 2B would provide Executive approximately 2% in the value created for Acuity's stockholders if Acuity's stock price increased from the closing price of Acuity Stock on the Initial Grant Date to an amount above \$275 (provided that the number of shares subject to the Tranche 2B stock option will not exceed 175,000 shares); per share exercise price equivalent to 100% of the closing price of a share of Acuity common stock on Fiscal 2021 Grant Date; 4-year ratable vesting; two independent conditions to exercisability include 4-year ratable vesting *and* the closing share price of Acuity common stock reaching \$225 for 10 consecutive trading days at any time following the Fiscal 2021 Grant Date; 10-year term.

These stock option grants will only become effective upon the approval of these awards by the Board and your execution of separate stock option agreements which will be provided to you after the date hereof, and will be subject to the terms and conditions set forth in those agreements, which will be consistent with the agreements for other executive officers except as otherwise provided herein. **Executive will not be eligible to receive additional stock grants until October 2021.**

4.5 **Employment at Will.** Your employment will be at will and may be terminated by either Acuity or by you at any time for any reason, with or without notice.

4.6 **Severance Agreement.** We expect to enter into a Severance Agreement with you on or prior to your Executive Start Date. Such Severance Agreement will be consistent with those provided other executive officers of the Company, and would provide you a severance benefit in the event your employment in this position is terminated for any reason other than voluntary termination (including early retirement or normal retirement.) Executive's Severance Agreement will provide the following key terms with respect to payments and benefits in the event that Executive's employment is involuntarily terminated without Cause or is terminated by Executive for Good Reason (both as defined in such agreement): (i) the severance amount will be 24 months of your base salary as in effect at the time of your termination from employment, and will be payable over a severance period of 24 months in accordance with the payment schedule set forth in the Severance Agreement; (ii) unvested stock options will continue to vest and become exercisable during the severance period; (iii) vested stock options and stock options that vest and are exercisable during the severance period will remain exercisable for the shorter of the remaining exercise term or the length of the severance period; (iv) restricted stock (shares or units) that are not performance-based will be subject to accelerated vesting and will vest during the severance period on a monthly pro rata basis determined from the date of grant to the end of the severance period; (v) performance-based restricted stock (shares or units) for which performance targets have not yet been achieved and a vesting date has not yet occurred prior to the severance period will continue to vest during the severance period in accordance with the achievement of such performance targets; (vi) credited service under the SERP (as defined below) will continue to accrue during the severance period; and (vii) receipt of the benefits referenced in sections (i) through (vi) above will require execution of a general release of claims in a form acceptable to the Company. None of the benefits provided for in the Severance

Agreement will be payable to you in the event of a termination in connection with a Change in Control of Acuity, in which case your post-employment benefits will be as set forth in a Change in Control Agreement (as described below).

4.7 **Change in Control of Acuity.** We expect to enter into a Change in Control Agreement with you on or prior to your Executive Start Date. Such Change in Control Agreement will contain the same provisions as are generally applicable to other executive officers of Acuity, and would apply in the event your employment is terminated in connection without Cause or is terminated by Executive for Good Reason (both as defined in the Change in Control Agreement) with a Change in Control (as defined in the Change in Control Agreement). Executive's Change in Control Agreement will be a "double trigger" agreement and will provide that, upon Executive's termination in connection with a Change in Control: (i) the Company shall pay the Executive as severance pay and in lieu of any further compensation for periods subsequent to a termination date, a single payment in an amount in cash equal to three (3) times the sum of (A) the greater of the Executive's base salary in effect on the Termination Date (as defined in the Change in Control Agreement) or at any time during the 90-day period prior to the Change in Control and (B) a bonus amount as more fully described therein; and (ii) (A) the restrictions on any time-based outstanding incentive awards (including restricted stock, restricted stock units and performance stock shares/units) granted to the Executive under the 2012 Omnibus Equity Incentive Plan or under any other incentive plan or arrangement shall lapse and such incentive awards shall become one hundred percent (100%) vested, (B) all time-based stock options and stock appreciation rights granted to the Executive shall become immediately exercisable and shall become 100% vested (other than stock options that are also subject to Acuity shares of common stock achieving specified share price targets, which will only become exercisable if such share price targets are achieved), (C) performance stock shares/units granted to Executive shall become 100% vested at target levels and (D) 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.

4.8 **Supplemental Retirement Benefits.** Executive will be eligible to participate in the Acuity Brands, Inc. 2002 Supplemental Executive Retirement Plan, as amended and restated effective July 1, 2019 (the "SERP"). Your benefits under the SERP will be determined pursuant to the standard provisions of the SERP in accordance with the effective date of your eligibility. You will be eligible to participate in the Acuity Brands, Inc. Supplemental Deferred Savings Plan (the "SDSP" or "Plan") under the standard provisions of the Plan. Under the SDSP, you may defer up to 50% of your annual cash compensation (base salary and bonus), which earns interest at the prime rate. (As an executive officer with eligibility for the SERP, you will not be eligible to receive the Company contribution or match under the SDSP.)

4.9 **Sign-On Bonus.** Executive will receive a sign-on bonus of \$100,000. Should you voluntarily terminate your employment with Acuity Brands, Inc. within three years of the Effective Date, you will be required to repay the sign-on bonus on a pro rata after-tax basis, assuming a tax rate of 43%, based on the number of full years worked during the three year period.

4.10 **Director and Officer Indemnification and Insurance.** We expect to enter into an Indemnification Agreement with you on or prior to your Executive Start Date. Such Indemnification Agreement will provide that the Company will indemnify Executive to the fullest extent permitted by the Company's governing documents and Delaware law. In addition, the Indemnification Agreement will provide that the Company will use commercially reasonable efforts to obtain and maintain a policy or policies of liability insurance, including broad form

individual non-indemnifiable loss coverage (with difference-in-condition feature), with reputable insurance companies providing Executive with coverage for losses from wrongful acts, including expenses, and to ensure the Company's performance of its indemnification and advancement of Expenses obligations under the Indemnification Agreement. The Indemnification Agreement will also provide that in the event the Company maintains such liability insurance, Executive shall be named as an insured in such manner as to provide the Executive the same rights and benefits as are accorded to the most favorably insured of the Company's officers or directors.

4.11 **Compliance with Regulatory Requirements.** All consideration and timing of payment of consideration is subject to compliance with applicable current and potential future laws and regulations, including Section 409A of the Internal Revenue Code that regulates nonqualified deferred compensation.

5. **Confidentiality, Non-Solicitation and Non-Competition.** In consideration of the compensation and benefits provided pursuant to this Agreement, Executive agrees that during the term of his employment by the Company and for the periods after his termination from the Company set forth therein he shall comply with the non-competition, non-recruitment and non-disclosure restrictions attached hereto as Exhibit A. The Company and Executive recognize that Executive may experience periodic material changes in his job title and/or to the duties, responsibilities or services that he is called upon to perform on the behalf of the Company. If there is a substantive change in the Company's Business as defined in Exhibit A for purposes of assessing the non-competitive provisions of this Agreement, the parties shall, as soon as is practicable, enter into a signed, written addendum to Exhibit A hereto reflecting such substantive change. Upon execution, any such written modifications to Exhibit A shall represent an enforceable amendment to this Agreement and shall augment and supplant the definitions of the terms Company's Business set forth in Exhibit A hereto, as applicable.

6. **Acuity Share Ownership and Retention Requirement.** Executive acknowledges that the Board deems it important that senior executive officers of Acuity own a meaningful amount of Acuity common stock. The Board has approved Share Ownership and Retention Requirements ("Share Ownership Guidelines"), which may be modified from time to time in the sole discretion of the Board's Compensation Committee or the Board. In accordance with the current Stock Ownership Guidelines, Executive will own shares equal to four times Executive's base salary on or before January 31, 2024.

7. **Assignability.** This Agreement is binding on Acuity and any successors of Acuity. Acuity may assign this Agreement and its rights under this Agreement in whole or in part to any corporation or other entity with or into which Acuity may merge or consolidate or to which Acuity may transfer all or substantially all of its respective assets. Acuity will require any successor by merger or consolidation or transferee of all or substantially all of its assets, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that Acuity would be required to perform it if no such succession had taken place.

8. **Amendment, Waiver.** No provisions of this Agreement may be modified, waived or discharged unless the waiver, modification or discharge is agreed to in writing signed by Executive and such officer or officers as may be specifically designated by the Board to sign on their behalf. No waiver by any party at any time of any breach by any other party of, or compliance with, any condition or provision of this Agreement will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

9. **Governing Law.** The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the United States where applicable and otherwise the substantive laws of the State of Georgia.

10. **Construction of Agreement.** It is the intent of the parties that if any covenant or other provision hereof is determined to be unenforceable in any part, that portion of the Agreement will be severed or modified by the Court so as to permit enforcement of the Agreement to the extent reasonable. It is agreed by the parties that the obligations set forth herein will be considered to be independent of any other obligations between the parties, and the existence of any other claim or defense will not affect the enforceability of this Agreement. This Agreement summarizes the terms, other agreements, policies and guidelines that will only become applicable to Executive upon his execution of those controlling documents and/or his Executive Start Date (as applicable), including the Severance Agreement, the Change in Control Agreement, the SERP, the SDSP, equity award agreements, Corporate Governance Guidelines, Stock Ownership Guidelines, the Indemnification Agreement and Acuity's employee benefit plans. To the extent of any inconsistency between this Agreement and the terms of any of these other agreements, policies and guidelines applicable to Executive, the terms of the other agreements, policies and guidelines shall control. Furthermore, except as otherwise expressly provided herein, all of the consideration to be provided to Executive hereunder shall be paid or otherwise provided on and in accordance with and subject to Acuity's standard policies, practices, terms and conditions applicable from time to time under Acuity's plans, programs, agreements and arrangements relating to compensation and benefits of the type agreed to be provided. Without limiting the foregoing, any and all benefit plans or other plans, programs, agreements and arrangements may be modified, amended, replaced or terminated at Acuity's sole discretion unless otherwise expressly provided therein or herein.

Sincerely,

ACUITY BRANDS, INC.

By: /s/ Vernon J. Nagel
Vernon J. Nagel, Chairman and
Chief Executive Officer

I, Neil M. Ashe, have thoroughly read the terms and conditions contained in this letter pertaining to my employment by Acuity Brands, Inc. I fully agree to be bound by these terms and conditions, including the non-competition, non-recruitment and non-disclosure restrictions set forth in Exhibit A.

/s/ Neil M. Ashe
Neil M. Ashe

1/8/2020
Date

**EXHIBIT A
TO ACUITY BRANDS, INC.
AGREEMENT WITH NEIL M. ASHE
EFFECTIVE AS OF JANUARY 8, 2020**

**NON-COMPETITION COVENANT
CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETITION.**

Purpose and Reasonableness of Provisions.

Executive acknowledges that, during the term of his employment with the Acuity Brands, Inc. (the “Company”), the Company and its affiliates have furnished and may continue to furnish to Executive Trade Secrets and Confidential Information, which, if used by Executive on behalf of, or disclosed to, a competitor of the Company and its affiliates, or other person, could cause substantial detriment to the Company and its affiliates. Moreover, the parties recognize that Executive, during the term of his employment with the Company, has and will develop important relationships with customers, agents 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 Exhibit A are reasonably necessary to protect the Company’s and its affiliates’ legitimate business interests, Confidential Information, and good will.

Trade Secrets and Confidential Information.

Executive agrees that he shall protect the Company’s and its affiliates’ Trade Secrets (as defined below) and Confidential Information (as defined below) and shall not disclose to any person or entity, 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 or its affiliates of such order or subpoena to provide the Company or its affiliates an opportunity to protect their interests. Executive’s obligations under this Section shall apply during his employment and after his termination of employment, shall continue through the Severance Period, and shall survive any expiration or termination of this Agreement, so long as the information or material remains Confidential Information or a Trade Secret, as applicable.

Executive further confirms that during his employment with the Company, he has not and 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.

Nothing in this Agreement prohibits Executive from reporting possible violations of federal law or regulation to any governmental agency or entity including but not limited to the Department of Justice, the Securities and Exchange Commission, Congress, or any Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Executive does not need the prior authorization of Company to make any such reports or disclosures, and Executive is not required to notify Company that Executive has made such reports or disclosures.

Notwithstanding any other provision of this agreement, Executive will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed under seal in a lawsuit or other proceeding. If Executive files

a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the Company's trade secrets to the Executive's attorney and use the trade secret information in the court proceeding if the Executive (A) files any document containing trade secrets under seal; and (B) does not disclose trade secrets, except pursuant to court order.

Return of Property.

On the date Executive's employment is terminated for any reason (the "Date of Termination") (or earlier, upon request of the Company), Executive agrees to deliver promptly to the Company all files, customer lists, management reports, memoranda, research, Company forms and documents, financial data and reports and other documents (including all such data and documents in electronic form or on flash or external hard drives) of the Company or its affiliates, supplied to or created by him/her in connection with his employment hereunder (including all copies of the foregoing) in his possession or control, and all of the Company's equipment (e.g., mobile devices, laptop, computer, flash or hard drives, etc.) and other materials in his possession or control. Executive's obligations under this Section shall survive any expiration or termination of this Agreement. Executive agrees and covenants to permanently delete any such information residing in electronic format to the best of his ability and to not attempt to retrieve it.

Inventions.

Executive does hereby assign to the Company the entire right, title and interest in any Invention which is or was made or conceived, either solely or jointly with others, during his employment with the Company. Executive attests that he has disclosed (or promptly will disclose) to the Company all such Inventions. Executive will, if requested, promptly execute and deliver to the Company a specific assignment of title for any such 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.

Non-Competition.

Executive acknowledges and agrees that both during his employment and for **twelve (12) months** after the last day of his employment with the Company, he has not and will not, directly or indirectly, engage in, provide, or perform any duties or services of the type conducted, authorized, offered, provided by employee in his capacity as an employee on behalf of the Company within **twelve (12) months** prior to the Date of Termination, on behalf of any person or entity (or in the case of an entity that is organized into divisions or units, any distinct division or operating unit of such entity in the Territory (as defined below)) that derives income from providing goods or services substantially similar to those which comprise the Company's Business.

Non-Solicitation of Customers and Sales Agents.

Executive acknowledges and agrees that both during his employment and for **twenty-four (24) months** after the Date of Termination, Executive will not directly or indirectly solicit Customers (as defined below) or Sales Agents (as defined below) with whom he had Material Contact (as defined below) for the purpose of providing goods and/or services competitive with the Company's Business. Notwithstanding the foregoing, this Section shall not prevent Executive, during the restricted period referenced above, from soliciting a person or entity that has since discontinued all business communications with the Company

Non-Solicitation of Employees and Agents.

Executive acknowledges and agrees that both during his employment and for **twenty-four (24) months** after the Date of Termination, Executive will not, directly or indirectly, whether on behalf of Executive or others, solicit, lure or attempt to hire away any of the Company's or its affiliates' employees or agents. Notwithstanding the foregoing, this Section shall not prevent Executive from soliciting an employee or agent that has since discontinued all business dealings with the Company.

Non-Disparagement

Executive agrees that he will not make any disparaging statements or comments to any person or entity by any medium, whether oral or written, about Company, any of its affiliates or any of its respective officers, directors, employees, shareholders, agents, representatives or independent contractors. Nor shall Executive communicate to any person or entity by any medium, whether oral or written, any information harmful or adverse to Company, any of its affiliates or any of its respective officers, directors, employees, shareholders, agents, representatives or independent contractors. Nothing in this Section shall prevent Executive from providing truthful testimony pursuant to a lawful subpoena or other court order.

Injunctive Relief.

Executive acknowledges that if he breaches or threatens to breach any of the provisions of this Section, his actions may cause irreparable harm and damage to the Company or its affiliates which could not be compensated in damages. Accordingly, if Executive breaches or threatens to breach any of the provisions of this Section, the Company (or, if applicable, an affiliate) shall be entitled to seek injunctive relief, in addition to any other rights or remedies the Company (or, if applicable, an affiliate) 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 (or, if applicable, an affiliate) of Executive's agreements under this Section.

Definitions.

For purposes of this Exhibit A, the following definitions shall apply:

(a) "Confidential Information" means:

(i) Data and information relating to the Company's Business (as defined herein); disclosed to Executive or of which Executive became aware of as a consequence of Executive's relationship with the Company; having value to the employer; not generally known to the competitors for the employer; and which includes trade secrets, methods of operation, names of customers, price lists, financial information and projections, personnel data, and similar information For purposes of this Agreement, subject to the foregoing, and according to terminology commonly used by the Company, the Company's Confidential Information shall include, but not be limited to, information pertaining to: (1) business opportunities ; (2) data and compilations of data relating to the Company's Business (as defined herein); (3) compilations of information about, and communications and agreements with, customers and potential customers of the Company; (4) computer software, hardware, network and internet technology utilized, modified or enhanced by the Company or by Executive in furtherance of Executive's duties with the Company; (5) compilations of data concerning Company products, services, customers, and end users including but not limited to compilations concerning projected sales, new project timelines, inventory reports, sales, and cost and expense reports; (6) compilations of information about the Company's employees and independent contracting consultants; (7) the Company's financial information, including, without limitation, amounts

charged to customers and amounts charged to the Company by its vendors, suppliers, and service providers; (8) proposals submitted to the Company's customers, potential customers, wholesalers, distributors, vendors, suppliers and service providers; (9) the Company's marketing strategies and compilations of marketing data; (10) compilations of data or information concerning, and communications and agreements with, vendors, suppliers and licensors to the Company and other sources of technology, products, services or components used in the Company's Business; (11) any information concerning services requested and services performed on behalf of customers of the Company, including planned products or services; and (12) the Company's research and development records and data. Confidential Information also includes any summary, extract or analysis of such information together with information that has been received or disclosed to the Company by any third party as to which the Company has an obligation to treat as confidential.

(ii) Confidential Information shall not include:

(A) Information generally available to the public other than as a result of improper disclosure by Executive;

(B) Information that becomes available to Executive from a source other than the Company (provided Executive has no knowledge that such information was obtained from a source in breach of a duty to the Company);

(C) Information disclosed pursuant to law, regulations or pursuant to a subpoena, court order or legal process; and/or

(D) Information obtained in filings with the Securities and Exchange Commission.

(b) "Trade Secrets" means Confidential Information constituting a trade secret under Georgia Law, O.C.G.A. §§ 10-1-760, *et seq.*

(c) "Inventions" and "Works for Hire." The term "Invention" 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 or its affiliates are used, or (iv) which is developed on the Company's time. The term "Works for Hire" means all documents, programs, software, creative works and other expressions and information in any tangible medium created, in whole or in part, by Executive during the period of and relating to his employment with the Company, whether copyrightable or otherwise protectable, other than Inventions.

(d) "Customers" means those entities and/or individuals who are customers of the Company and/or its affiliates with respect to which, within the two-year period preceding the start of the Severance Period: (i) Executive had Material Contact on behalf of the Company; (ii) Executive acquired, directly or indirectly, Confidential Information or Trade Secrets as a result of his employment with the Company; and/or (iii) Executive exercised oversight or responsibility of subordinates who engaged in Material Contact on behalf of the Company.

(e) "Company's Business" means the design, manufacture, installation, servicing, and/or sale of one or more of the following and any related products and/or services: lighting fixtures and systems; lighting control components and systems (including but not limited to dimmers, switches, relays, programmable lighting controllers, sensors, timers, and range extenders for lighting and energy management and other purposes); building management and/or control systems; commercial building lighting controls;

intelligent building automation and energy management technologies, products, software and solutions; motorized shading and blind controls; building security and access control and monitoring for fire and life safety; emergency lighting fixtures and systems (including but not limited to exit signs, emergency light units, inverters, back-up power battery packs, and combinations thereof); battery powered and/or photovoltaic lighting fixtures; electric lighting track units; hardware for mounting and hanging electrical lighting fixtures; aluminum, steel and fiberglass fixture poles for electric lighting; light fixture lenses; sound and electromagnetic wave receivers and transmitters; flexible and modular wiring systems and components (namely, flexible branch circuits, attachment plugs, receptacles, connectors and fittings); LED drivers and other power supplies; daylighting systems including but not limited to prismatic skylighting and related controls; organic LED products and technology; medical and patient care lighting devices and systems; indoor positioning products and technology; software and hardware solutions that collect data about building and business operations and occupant activities via sensors and use that data to provide software services or data analytics; sensor based information networks; distributed software services; and any wired or wireless communications and monitoring hardware or software related to any of the above. This shall not include any product or service of the Company if the Company is no longer in the business of providing such product or service to its customers at the relevant time of enforcement.

(f) "Territory" means the United States, Canada and Mexico. Executive acknowledges that the Company is licensed to do business and in fact does business in all fifty states in the United States. Executive further acknowledges that the services he has performed and may continue to perform on behalf of the Company or its affiliates, including executive services, are at a senior managerial level and are not limited in their territorial scope to any particular city, state, or region, but instead affect the Company's activity within the entire United States. Specifically, Executive provides executive services on the Company's behalf, travels throughout the United States to attend Company meetings, visit Company factories and distribution centers, meet with Company agents and distributors, and attend trade shows. Accordingly, Executive agrees that these restrictions are reasonable and necessary to protect the Confidential Information, trade secrets, business relationships, and goodwill of the Company.

(g) "Material Contact" shall have the meaning set forth in O.C.G.A. § 13-8-51(10), which includes contact between an employee and each customer or potential customer: with whom or which Executive dealt on behalf of the Company; whose dealings with the Company were coordinated or supervised by Executive; about whom Executive obtained confidential information in the ordinary course of business as a result of Executive's association with the Company; and/or who receives products or services authorized by the Company, the sale or provision of which results of resulted in compensation, commissions, or earnings for Executive within two years prior to the date of the start of the Severance Period.

(h) "Sales Agent" is any third-party agency, and/or its representatives, with which or whom the Company has contracted for the purpose of facilitating the sale of the Company's products.

/CurrentDate\$



**Amended and Restated Acuity Brands, Inc.
2012 Omnibus Stock Incentive Compensation Plan**

Nonqualified Stock Option Award Agreement

Optionee: /ParticipantName\$/ Grant Type: /GrantType\$/ Grant ID: /GrantID\$/ Grant Date: /GrantDate\$/ Award Amount: /AwardsGranted\$/ Option Price: /GrantPrice\$/ Vest Schedule: /VestingDescription\$/ Grantee Level: /UserCode2\$/ (See Exhibit A for Share Ownership Requirement) Accept by Date: /AcceptByDate\$/

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

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

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

1. Incorporation of the Plan.

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

2. Grant of Option.

2.1 The Committee, on behalf of the Company, hereby grants to the Optionee, effective as of the Grant Date, an Option equal to the Award Amount set forth above, on the terms and conditions set forth in this Agreement, including the specific vesting requirements set forth above under the Vest Schedule, and as otherwise provided in the Plan.

2.2 The Option is not intended to qualify as an Incentive Stock Option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

3. **Acceptance of Nonqualified Stock Option.**

This Option is conditioned upon Optionee's acceptance of the terms of this Agreement, as evidenced by Optionee's execution of this Agreement or by Optionee's electronic acceptance of this Agreement in a manner and during the time period allowed by the Company. If the terms of this Agreement are not timely accepted by execution or by such electronic means, the Option may be cancelled.

4. **Option Price.**

The price at which the Optionee shall be entitled to purchase Shares upon the exercise of the Option (the "Option Price") shall be the Option Price as set forth above.

5. **Duration of Option.**

The Option shall be exercisable to the extent and in the manner provided herein for a period of ten (10) years from the Grant Date (the "Exercise Term"); provided, however, that the Option may be earlier terminated as provided in Section 3 and Section 8 hereof.

6. **Vesting and Exercisability of Option.**

The Option shall vest, and may be exercised, with respect to the Shares as set forth above, subject to earlier termination of the Option as provided in Section 3 and Section 8 hereof or in the Plan. The right to purchase the Shares as the Options become vested shall be cumulative and shall continue during the Exercise Term unless sooner terminated as provided herein.

7. **Manner of Exercise and Payment.**

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

7.2 The notice of exercise described in Section 7.1 shall be accompanied by the full Option Price for any Shares purchased pursuant to the exercise of an Option and shall be paid in full upon such exercise, (i) in cash, by check, by transferring Shares to the Company, by attesting to the ownership of Shares, upon such terms and conditions as may be acceptable to the Committee, or by net settlement of the Option in the manner determined by the Committee, or (ii) by such arrangement as is made by the Company with the designated online broker. Any Shares the Optionee transfers to the Company or attests to owning as payment of the Option Price shall be valued at their Fair Market Value on the day preceding the date of exercise of such Option.

7.3 Upon receipt of the notice of exercise and full payment of the Option Price, the Company shall, subject to Section 20.9 of the Plan, take such action as may be necessary to affect the transfer to the Optionee of the number of Shares as to which such exercise was effective.

7.4 The Optionee shall not be deemed to be the holder of, or to have any of the rights of a holder with respect to any Shares subject to the Option until (i) the Option shall have been exercised pursuant to the terms of this Agreement and the Optionee shall have paid the full Option Price for the number of Shares in respect of which the Option was exercised, (ii) the Company shall have issued and delivered the Shares to the Optionee, and (iii) the Optionee's name shall have been entered as a stockholder of record on the books of the Company, whereupon the Optionee shall have full voting and other ownership rights with respect to such Shares.

8. Termination of Employment.

8.1 In General. Except for the reasons set forth in Sections 8.2 and 9.2 below, or except as otherwise provided in a severance agreement with Optionee, if Optionee terminates his or her employment or if the Company, or if different, the Subsidiary employing the Optionee (the "Employer") terminates Optionee for any reason, the Option shall continue to be exercisable, to the extent the Option was vested and exercisable on the Date of Termination, and shall continue to be exercisable at any time within three (3) months after such Date of Termination, but in no event after the expiration of the Exercise Term. "Date of Termination" means the last day of active employment of the Optionee with the Employer. The Committee shall have the exclusive discretion to determine when Optionee is no longer actively providing services for purposes of the Option grant (including whether Optionee may still be considered to be providing services while on a leave of absence).

8.2 Termination of Employment Due to Death, Disability or After Age 55. If the Optionee's termination of employment is due to death or Disability or if Optionee terminates employment after age 55, the following shall apply:

(a) *Termination Due to Death*. In the event the Optionee dies while actively employed, the Option shall become immediately and fully exercisable, and shall remain exercisable at any time prior to the end of the Exercise Term, or for one (1) year after the date of death, whichever period is shorter, by (A) a Permitted Transferee (as defined in Section 10 below), if any, or such person(s) that have acquired the Optionee's rights under such Option by will or by the applicable laws of descent and distribution, or (B) if no such person described in (A) exists, the Optionee's estate or the representative of Optionee's estate.

(b) *Termination by Disability*. In the event the employment of the Optionee is terminated by reason of Disability, the Option shall become immediately and fully exercisable as of the date the Committee determines the Optionee was terminated for Disability and shall remain exercisable at any time prior to the end of the Exercise Term, or for one (1) year after the Date of Termination, whichever period is shorter.

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

9. Effect of Change in Control.

9.1 Notwithstanding anything contained to the contrary in this Agreement, in the event of a Change in Control and the Company's successor does not assume, substitute or replace the Option pursuant to Section 4.4(b) of the Plan, the Option shall become immediately and fully exercisable. The Committee, in its discretion, may terminate the Option, provided that at least 30 days prior to the Change in Control, the Committee notifies the Optionee that the Option will be terminated and provides the Optionee, at the election of the Committee, (i) the right to immediately receive a cash payment in an amount equal to the excess, if any, of (A) the greater of (x) the Fair Market Value on the date preceding the date of surrender, of the Shares subject to the Option or portion of the Option surrendered, or (y) the Adjusted Fair Market Value of the Shares subject to the Option or portion thereof surrendered, over (B) the aggregate Option Price for such Shares under the Option; or (ii) the right to exercise all Options (including the Options vested as a result of the Change in Control) immediately prior to the Change in Control.

9.2 Notwithstanding anything contained to the contrary in this Agreement, in the event of a Change in Control in which the Company's successor assumes, substitutes or replaces the Option pursuant to Section 4.4(b) of the Plan, and if the employment of the Optionee is terminated within two (2) years

following a Change in Control, then all Options will be fully vested and be exercisable during the shorter of the five (5) year period following the date the Optionee is terminated, or the remainder of the Exercise Term.

10. **Transferability.**

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

11. **Recoupment.**

All awards of Options, whether unvested or vested, shall be subject to the Company's Incentive-Based Compensation Recoupment Policy (the "Recoupment Policy"), such that any award that was made to an Optionee, who is deemed a "Covered Employee" under the Recoupment Policy, within the three (3) year period preceding the date on which the Company announces that it will prepare an accounting restatement under the Recoupment Policy shall be subject to deduction, clawback or forfeiture, as applicable.

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

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

13. **Adjustments.**

In the event of a Share Change (as defined in Section 4.4(a) of the Plan), the Committee shall make appropriate adjustments to the number and class of Shares or other stock or securities subject to the Option and the Option Price for such Shares or other stock or securities. The Committee's adjustment shall be made in accordance with the provisions of Section 4 of the Plan and shall be effective and final, binding, and conclusive for all purposes of the Plan and this Agreement.

14. **Responsibility for Taxes.**

14.1 Optionee acknowledges that, regardless of any action taken by the Company or the Employer, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Optionee's participation in the Plan and legally applicable to Optionee ("Tax-Related Items"), is and remains Optionee's responsibility and may exceed the amount actually withheld by the Company or the Employer. Optionee further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option, including, but not limited to, the grant, vesting or exercise of the Option, the subsequent sale of Shares acquired pursuant to such exercise and the receipt or payment of any dividends and (b) do not commit to and is under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate Optionee's liability for Tax-Related Items or achieve any particular tax result. Further, if Optionee is subject to Tax-Related Items in more than one jurisdiction, Optionee acknowledges that the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

14.2 Prior to any relevant taxable or tax withholding event, as applicable, Optionee agrees to make adequate arrangements satisfactory to the Company to satisfy all Tax-Related Items. In this regard, Optionee authorizes the Company and/or the Employer, at their discretion, to satisfy any applicable withholding obligations, if any, with regard to all Tax-Related Items by one or a combination of the following:

- (a) withholding from Optionee's wages or other cash compensation paid to Optionee by the Company and/or the Employer;
- or
- (b) withholding from proceeds of the sale of Shares acquired upon exercise of the Option either through a voluntary sale or through a mandatory sale arranged by the Company (on Optionee's behalf pursuant to this authorization); or
- (c) withholding in shares to be issued pursuant to the exercise of the Option.

14.3 Notwithstanding Section 14.2 above, if Optionee is subject to Section 16(a) of the Exchange Act, then any applicable withholding obligations will be satisfied by withholding in Shares to be issued upon the exercise of the Option, unless such withholding is not feasible under applicable tax or securities law or has materially adverse accounting consequences, in which case, the Company may satisfy any withholding obligations for the Tax-Related Items in accordance with Section 14.2(a) or (b).

14.4 Depending on the withholding method and subject to Section 17.2 of the Plan, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates, including maximum applicable rates, in which case Optionee will receive a refund of any over-withheld amount in cash and will have no entitlement to the Share equivalent.

14.5 Optionee agrees to pay to the Company or the Employer, including through withholding from Optionee's wages or other cash compensation paid to Optionee by the Company and/or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of Optionee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if Optionee fails to comply with Optionee's obligations in connection with the Tax-Related Items.

15. No Advice Regarding Grant.

The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Optionee's participation in the Plan, or Optionee's acquisition or sale of the underlying Shares of Common Stock. Optionee should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

16. Insider Trading/Market Abuse Restrictions.

Optionee may be subject to insider trading restriction and/or market abuse laws in the United States, which may affect Optionee's ability to accept, acquire, sell otherwise dispose of Shares or rights to Shares (e.g., Options) or rights linked to the value of Shares under the Plan during such times as Optionee is considered to have "inside information" regarding the Company. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Optionee is responsible for ensuring Optionee's own compliance with any applicable restrictions and is advised to speak with his or her personal legal advisor on this matter.

17. Electronic Delivery and Acceptance.

The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. Optionee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system

established and maintained by the Company or any third party designated by the Company. By Optionee's execution of this Agreement or acceptance by electronic means and the electronic signature of the Company's representative, Optionee and the Company agree that this Option is granted under and governed by the terms and conditions of the Plan and this Agreement.

18. Imposition of Other Requirements.

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

19. Governing Law and Venue.

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

20. Severability.

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

21. Waiver.

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

22. Pronouns; Including.

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

23. Successors in Interest.

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

24. Modification of Agreement.

This Agreement may be modified, amended, suspended, or terminated, and any terms or conditions may be waived, but only by mutual agreement of the parties in writing.

25. Integration.

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

26. Interpretation.

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

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

PLEASE RETAIN THIS AGREEMENT AND ALL EXHIBITS FOR YOUR RECORDS.

EXHIBIT A

SHARE OWNERSHIP AND RETENTION REQUIREMENT

It is the Company's belief and expectation that executives should own a reasonable amount of Common Stock to further align their interests with those of our stockholders. Accordingly, you are expected to adhere to share ownership and share retention requirements in connection with Options granted under the Plan.

The share ownership requirement is stated as a multiple of your base salary and mandates that you own a number of shares with a value equal to the applicable multiple of your base salary. The share retention requirement is stated as a percentage of shares acquired under the Plan that must be retained, net of the cost of exercising shares and/or the taxes associated with the shares. You have until four years from first becoming subject to the requirements to satisfy your share ownership requirement. However, if you do not currently satisfy the share ownership requirement, you are subject to the share retention requirement.

Your share ownership and retention requirements are set forth below based on Grantee Level stated on the first page of this Agreement.

<u>Grantee Level</u>	<u>Ownership Multiple of Annual Base Salary</u>	<u>Retention Requirement Percentage</u>
0	4	50%
1	3	40%
2	2	35%
3	1	30%
4 or 5	0.5	20%
6 or 7	0	0%

Your ownership multiple is multiplied by your annual base salary and your share retention requirement is the percent of net shares acquired through the Plan (exercise of stock options or receipt of shares). Your unvested or unexercised Options do not count toward satisfying your share ownership requirement.

EXHIBIT B

CONFIDENTIALITY, INVENTIONS, NON-SOLICITATION AND NON-COMPETITION PROVISIONS

1. Definitions.

A. **“Confidential Information”** “Confidential Information” means the following:

i. data and information relating to the Company’s Business (as defined herein); which is disclosed to Optionee or of which Optionee became aware of as a consequence of Optionee’s relationship with the Company; has value to the Company; is not generally known to the competitors of the Company; and which includes trade secrets, methods of operation, names of customers, price lists, financial information and projections, personnel data, and similar information. For purposes of the Confidentiality, Inventions, Non-Solicitation and Non-Competition Provisions (the “Confidentiality Provisions”), subject to the foregoing, and according to terminology commonly used by the Company, the Company’s Confidential Information shall include, but not be limited to, information pertaining to: (1) business opportunities; (2) data and compilations of data relating to the Company’s Business; (3) compilations of information about, and communications and agreements with, customers and potential customers of the Company; (4) computer software, hardware, network and internet technology utilized, modified or enhanced by the Company or by Optionee in furtherance of Optionee’s duties with the Company; (5) compilations of data concerning Company products, services, customers, and end users including but not limited to compilations concerning projected sales, new project timelines, inventory reports, sales, and cost and expense reports; (6) compilations of information about the Company’s employees and independent contracting consultants; (7) the Company’s financial information, including, without limitation, amounts charged to customers and amounts charged to the Company by its vendors, suppliers, and service providers; (8) proposals submitted to the Company’s customers, potential customers, wholesalers, distributors, vendors, suppliers and service providers; (9) the Company’s marketing strategies and compilations of marketing data; (10) compilations of data or information concerning, and communications and agreements with, vendors, suppliers and licensors to the Company and other sources of technology, products, services or components used in the Company’s Business; (11) any information concerning services requested and services performed on behalf of customers of the Company, including planned products or services; and (12) the Company’s research and development records and data. Confidential Information also includes any summary, extract or analysis of such information together with information that has been received or disclosed to the Company by any third party as to which the Company has an obligation to treat as confidential.

ii. Confidential Information shall not include:

- a) Information generally available to the public other than as a result of improper disclosure by Optionee;
- b) Information that becomes available to Optionee from a source other than the Company (provided Optionee has no knowledge that such information was obtained from a source in breach of a duty to the Company);
- c) Information disclosed pursuant to law, regulations or pursuant to a subpoena, court order or legal process; and/or
- d) Information obtained in filings with the Securities and Exchange Commission.

B. **“Trade Secrets”** has the meaning set forth under Georgia law, O.C.G.A. §§ 10-1-760, et seq.

C. **“Customers”** means those entities and/or individuals which are customers of the Company and/or its affiliates with respect to which, within the two-year period preceding the Date of Termination

(as that term is defined this Agreement): (i) Optionee had material contact on behalf of the Company; (ii) about whom Optionee acquired, directly or indirectly, Confidential Information or Trade Secrets as a result of his/her employment with the Company; and/or (iii) Optionee exercised oversight or responsibility of subordinates who engaged in Material Contact on behalf of the Company.

- D. **“Company”** means Acuity Brands, Inc., along with its Subsidiaries or other Affiliates.
- E. **“Company’s Business”** means the design, manufacture, installation, servicing, and/or sale of one or more of the following and any related products and/or services: lighting fixtures and systems; lighting control components and systems (including but not limited to dimmers, switches, relays, programmable lighting controllers, sensors, timers, and range extenders for lighting and energy management and other purposes); building management and/or control systems; commercial building lighting controls; intelligent building automation and energy management products, software and solutions; motorized shading and blind controls; building security and access control and monitoring for fire and life safety; emergency lighting fixtures and systems (including but not limited to exit signs, emergency light units, inverters, back-up power battery packs, and combinations thereof); battery powered and/or photovoltaic lighting fixtures; electric lighting track units; hardware for mounting and hanging electrical lighting fixtures; aluminum, steel and fiberglass fixture poles for electric lighting; light fixture lenses; sound and electromagnetic wave receivers and transmitters; flexible and modular wiring systems and components (namely, flexible branch circuits, attachment plugs, receptacles, connectors and fittings); LED drivers and other power supplies; daylighting systems including but not limited to prismatic skylighting and related controls; organic LED products and technology; medical and patient care lighting devices and systems; indoor positioning products and technology; software and hardware solutions that collect data about building and business operations and occupant activities via sensors and use that data to provide software services or data analytics; sensor based information networks; and any wired or wireless communications and monitoring hardware or software related to any of the above. This shall not include any product or service of the Company if the Company is no longer in the business of providing such product or service to its customers at the relevant time of enforcement.
- F. **“Employee Services”** shall mean the duties and services of the type conducted, authorized, offered, or provided by Optionee in his/her capacity as an Employee on behalf of the Company within twelve (12) months prior to the Date of Termination.
- G. **“Territory”** means the United States, Canada and Mexico. Executive acknowledges that the Company is licensed to do business and in fact does business in all fifty states in the United States. Executive further acknowledges that the services he has performed and may continue to perform on behalf of the Company or its affiliates, including executive services, are at a senior managerial level and are not limited in their territorial scope to any particular city, state, or region, but instead affect the Company’s activity within the entire United States. Specifically, Executive provides executive services on the Company’s behalf, travels throughout the United States to attend Company meetings, visit Company factories and distribution centers, meet with Company agents and distributors, and attend trade shows. Accordingly, Executive agrees that these restrictions are reasonable and necessary to protect the Confidential Information, trade secrets, business relationships, and goodwill of the Company.
- H. **“Material Contact”** shall have the meaning set forth in O.C.G.A. § 13-8-51(10), which includes contact between an employee and each Customer or potential Customer: with whom or which Optionee dealt on behalf of the Company; whose dealings with the Company were coordinated or supervised by Optionee; about whom Optionee obtained confidential information in the ordinary course of business as a result of such employee’s association with the Company; and/or who receives products or services authorized by the Company, the sale or provision of which results or resulted in compensation, commissions, or earnings for Optionee within two years prior to the Date of Termination.

- I. **“Termination for Cause” or “Terminated for Cause”** shall mean the involuntary termination of Optionee by the Company for the following reasons:
- i. If termination shall have been the result of an act or acts by Optionee which constitute an indictable offense, a felony or any crime involving dishonesty, theft, fraud or moral turpitude;
 - ii. If termination shall have been the result of an act or acts by Optionee which are determined, in the good faith judgment of the Company, to be in violation of written policies of the Company;
 - iii. If termination shall have been the result of an act or acts of dishonesty by Optionee resulting or intended to result directly or indirectly in gain or personal enrichment to Optionee at the expense of the Company;
 - iv. Upon the willful and continued failure by Optionee to substantially perform the duties assigned to Optionee (other than any such failure resulting from incapacity due to mental or physical illness constituting a Disability), 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 Optionee has not substantially performed his or her duties; or
 - v. If termination shall have been the result of the unauthorized disclosure by Optionee of the Company’s Confidential Information or violation of any other provision of the Confidentiality Provisions.
- J. **“Inventions” and “Works For Hire.”** The term “Invention” means contributions, discoveries, improvements and ideas and works of authorship, whether or not patentable or copyrightable, and: (i) which relate directly to the Company’s Business, or (ii) which result from any work performed by Optionee or by Optionee’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. The term “Works For Hire” (“Works”) means all documents, programs, software, creative works and other expressions and information in any tangible medium created, in whole or in part, by Optionee during the period of and relating to his/her employment with the Company, whether copyrightable or otherwise protectable, other than Inventions.

2. **Confidentiality, Inventions, Non-Solicitation and Non-Competition.**

- A. **Purpose and Reasonableness of Provisions.** Optionee acknowledges that, during the term of his/her employment with the Company and after the Date of Termination, the Company has furnished and may continue to furnish to Optionee Trade Secrets and Confidential Information, which, if used by Optionee on behalf of, or disclosed to, a competitor of the Company or other person, could cause substantial detriment to the Company. Moreover, the parties recognize that Optionee, during the term of his/her employment with the Company, has developed important relationships with customers, agents, and others having valuable business relationships with the Company, and that these relationships may continue to develop after the Date of Termination. In view of the foregoing, Optionee acknowledges and agrees that the restrictive covenants contained in this Section 2 are reasonably necessary to protect the Company’s legitimate business interests, Confidential Information, and good will.
- B. **Trade Secrets and Confidential Information.** Optionee agrees that he/she shall protect the Company’s Trade Secrets (as defined in Section 1(b) above) and Confidential Information (as defined in Section 1(a) above) and shall not disclose to any person or entity, or otherwise use or disseminate, except in connection with the performance of his/her duties for the Company, any Trade Secrets or Confidential Information. However, Optionee may make disclosures required by a valid order or subpoena issued by a court or administrative agency of competent jurisdiction, in which event Optionee will promptly notify the Company of such order or subpoena to provide it an opportunity to protect its interests. Optionee’s obligations under this Section 2(b) have applied throughout his/her active employment, shall continue after the Date of Termination, and shall

survive any expiration or termination of the Confidentiality Provisions, so long as the information or material remains Confidential Information or a Trade Secret, as applicable.

Optionee further confirms that during his/her employment with the Company, including after the Date of Termination, he/she has not and will not offer, disclose or use on Optionee's own behalf or on behalf of the Company, any information Optionee received prior to employment by the Company which was supplied to Optionee confidentially or which Optionee should reasonably know to be confidential.

Nothing in this Section prohibits Optionee from reporting possible violations of law or regulation to any governmental agency or entity, or making other disclosures that are protected under the whistleblower provisions of law or regulation. Optionee does not need the prior authorization of the Company to make any such reports or disclosures, and Optionee is not required to notify the Company that Optionee has made such reports or disclosures.

Notwithstanding any other provision of this agreement, Optionee will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed under seal in a lawsuit or other proceeding. If Optionee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Optionee may disclose the Company's trade secrets to Optionee's attorney and use the trade secret information in the court proceeding if Optionee (A) files any document containing trade secrets under seal; and (B) does not disclose trade secrets, except pursuant to court order.

- C. **Return of Property.** On the Date of Termination (or earlier, upon request of the Company), Optionee agrees to deliver promptly to the Company all 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) of the Company, supplied to or created by him/her in connection with his/her employment hereunder (including all copies of the foregoing) in his/her possession or control, and all of the Company's equipment and other materials in his/her possession or control. Optionee further agrees and covenants not to retain any such property and to permanently delete such information residing in electronic format to the best of his/her ability and not to attempt to retrieve it. Optionee's obligations under this Section 2(c) shall survive any expiration or termination of the Confidentiality Provisions.
- D. **Inventions.** Optionee does hereby assign to the Company the entire right, title and interest in any Invention which is or was made or conceived, either solely or jointly with others, during his/her employment with the Company, including after the Date of Termination. Optionee attests that he/she has disclosed (or promptly will disclose, if after the Date of Termination) to the Company all such Inventions. Optionee will, if requested, promptly execute and deliver to the Company a specific assignment of title for any such 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.
- E. **Non-Competition.** Optionee acknowledges and agrees that during his/her employment, and for twelve (12) months after the Date of Termination, he/she has not and will not, directly or indirectly, engage in, provide, or perform any Employee Services on behalf of any person or entity (or, if organized into divisions or units, any distinct division or operating unit) in the Territory that derives revenue from providing goods or services substantially similar to those which comprise the Company's Business. Notwithstanding the foregoing, if the Company terminates Optionee's employment for any reason other than a Termination for Cause (including, for example, as a result of a position elimination), and Optionee signs a Confidential Severance Agreement and Release offered by the Company, the period covered by this non-competition covenant will be reduced to either: (i) the time within which severance payments are scheduled to be paid to

Optionee under such agreement, or (ii) if severance is paid to Optionee in a lump sum, the number of weeks of Optionee's then-current regular salary that are used to calculate such lump sum payment; provided, however, that the restrictive period calculated hereunder shall not, in any event, exceed twelve (12) months following the Date of Termination.

- F. **Non-Solicitation of Customers.** Optionee acknowledges and agrees that during his/her employment, and for twenty-four (24) months after the Date of Termination, Optionee has not and will not directly or indirectly solicit Customers (as defined in Section 1(c) above) with whom he/she had Material Contact (as defined in 1(g) above) for the purpose of providing goods and/or services competitive with the Company's Business. Notwithstanding the foregoing, this Section shall not prevent Optionee, during the course of the restricted period referenced above, from soliciting a person or entity that has since discontinued all business communications with the Company.
- G. **Non-Solicitation of Employees and Agents.** Optionee acknowledges and agrees that during his/her employment, and for a period of twenty-four (24) months after the Date of Termination, Optionee has not and will not, directly or indirectly, whether on behalf of Optionee or others, solicit, lure or attempt to hire away any of the Company's employees or agents.
- H. **Non-Solicitation of Sales Agents.** Optionee acknowledges and agrees that during his/her employment, and for a period of twenty-four (24) months after the Date of Termination, Optionee has not and will not, directly or indirectly, whether on behalf of Optionee or others, solicit any of the Company's Sales Agents for the purpose of disrupting their relationship with the Company and/or selling and/or facilitating the sale of products competitive with the Company's Business. For purposes of this Section 2, a "Sales Agent" is any third-party agency, and/or its representatives, with which or whom the Company has contracted for the purpose of facilitating the sale of the Company's products during the last twenty-four (24) months of Optionee's employment with the Company.
- I. **Injunctive Relief.** Optionee acknowledges that if he/she breaches or threatens to breach any of the provisions of this Section 2, his/her actions may cause irreparable harm and damage to the Company which could not be compensated in damages. Accordingly, if Optionee breaches or threatens to breach any of the provisions of this Section 2, 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 Optionee against the Company, whether predicated on the Confidentiality Provisions or otherwise, shall not constitute a defense to the enforcement by the Company of Optionee's agreements under this Section 2.
3. **Non-Assignable by Optionee.** The parties acknowledge that the Confidentiality Provisions have been entered into due to, among other things, the special skills and knowledge of Optionee, and agree that the Confidentiality Provisions may not be assigned or transferred by Optionee.
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: Acuity Brands, Inc.
Attention: Corporate Secretary
1170 Peachtree Street, NE, Suite 2300
Atlanta, Georgia 30309-7676

If to Optionee: To his or her 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.

5. **Provisions Severable.** If any provision or covenant, or any part thereof, contained in the Confidentiality Provisions is 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, in the Confidentiality Provisions, all of which shall remain in full force and effect. Each and every provision, paragraph and subparagraph of Section 2 above is severable from the other provisions, paragraphs and subparagraphs and constitutes a separate and distinct covenant.

The restrictive covenants set forth in Section 2 of the Confidentiality Provisions represent the entire agreement of the parties with respect to the subject matter thereof and supersede any prior agreement with respect thereto; provided, however, that the restrictive covenants described in this Exhibit C shall not supersede those set forth in either: (a) any Executive Severance Agreement applicable to Optionee, if any, (b) any Confidentiality, Inventions and Non-Solicitation Agreement to which Optionee is a party, if any, or (c) any restrictive covenants to which Optionee is a party under any employment agreement or offer letter, if any. To the extent that any agreement applicable to Optionee include restrictive covenant provisions that conflict with the provisions contained in these Confidentiality Provisions, the provisions that are more restrictive on Optionee will control.

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 the Confidentiality Provisions shall not be deemed a waiver or relinquishment of any right granted in the Confidentiality Provisions or the future performance of any such term or condition or of any other term or condition of the Confidentiality Provisions, unless such waiver is contained in a writing signed by the party making the waiver.
7. **Amendments and Modifications.** The Confidentiality Provisions and any Exhibit hereto may be amended or modified only by a writing signed by both parties hereto, which makes specific reference to the Confidentiality Provisions. However, this Section does not affect a court of competent jurisdiction or arbitrator's ability to modify the Confidentiality Provisions, pursuant to O.C.G.A. §§ 13-8-51(11); 53(d); or 54 in the event that either party initiates legal proceedings that relate in any way to this Confidentiality Provisions, including any action brought by either party seeking to enforce any provision set forth herein.
8. **Governing Law and Venue.** The validity and effect of the Confidentiality Provisions shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, United States of America, without regard to its conflict of law provisions. Any and all disputes relating to, concerning or arising from the Confidentiality Provisions, or relating to, concerning or arising from the relationship between the parties evidenced by the Confidentiality Provisions, shall be brought and heard exclusively in the U.S. District Court for the District of Delaware or the Delaware Superior Court, New Castle County. Each of the parties hereby represents and agrees that such party is subject to the personal jurisdiction of said courts; hereby irrevocably consents to the jurisdiction of such courts in any legal or equitable proceedings related to, concerning or arising from such dispute, and waives, to the fullest extent permitted by law, any objection which such party may now or hereafter have that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in such courts is improper or that such proceedings have been brought in an inconvenient forum.
9. **Legal Fees.** Each party shall pay its own legal fees and other expenses associated with any dispute under the Confidentiality Provisions or any Exhibit hereto.
10. **Forfeiture/Clawback.** Notwithstanding anything contained in this Agreement to the contrary, if Optionee violates any restriction in Section 2 of the Confidentiality Provisions (i) Optionee shall pay to the Company in cash any financial gain realized from exercising all or a portion of this Option within the 12-month period immediately preceding such wrongful conduct and (ii) all remaining outstanding vested and unvested Options shall immediately be forfeited. For purposes of this Paragraph 10, financial gain shall equal, on each date of exercise during the 12-month period immediately preceding such wrongful conduct, the difference between the fair market value of the Common Stock on the date of exercise and

the Exercise Price, multiplied by the number of shares of Common Stock purchased pursuant to that exercise. By accepting this Award, you consent to and authorize the Company to deduct from any amounts payable by the Company to you, any amounts you owe to the Company under this Paragraph.

11. **Tolling Period.** If Optionee is found by a court to have violated any restriction in Section 2 of the Confidentiality Provisions, he/she agrees that the time period for such restriction shall be extended by one day for each day that he/she is found to have violated the restriction, up to a maximum of 18 months.

/CurrentDate\$



**Amended and Restated Acuity Brands, Inc.
2012 Omnibus Stock Incentive Compensation Plan**

**Nonqualified Stock Option Award Agreement
(subject to share price vesting conditions)**

Optionee: /ParticipantName\$/ Grant Type: /GrantType\$/ Grant ID: /GrantID\$/ Grant Date: /GrantDate\$/ Award Amount: /AwardsGranted\$/ Option Price: /GrantPrice\$/ Vest Schedule: /VestingDescription\$/ (See Exhibit A Vesting Schedule) Grantee Level: /UserCode2\$/ (See Exhibit B for Share Ownership Requirement) Accept by Date: /AcceptByDate\$/

WHEREAS, Acuity Brands, Inc. (the “Company”) maintains the Amended and Restated Acuity Brands, Inc. 2012 Omnibus Stock Incentive Compensation Plan (the “Plan”) under which the Compensation Committee of the Company’s Board of Directors (the “Committee”) has authority to grant this Nonqualified Stock Option (the “Option”); and

WHEREAS, the Committee has determined that it is in the best interest of the Company and its stockholders to grant this Option to the Optionee identified above, subject to the terms and conditions set forth in the Plan and this Nonqualified Stock Option Award Agreement, together with its exhibits (the “Agreement”).

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

1. Incorporation of the Plan.

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

2. Grant of Option.

2.1 The Committee, on behalf of the Company, hereby grants to the Optionee, effective as of the Grant Date, an Option equal to the Award Amount set forth above, on the terms and conditions set forth in this Agreement, including the specific vesting requirements set forth above under the Vest Schedule, and as otherwise provided in the Plan.

2.2 The Option is not intended to qualify as an Incentive Stock Option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

3. Acceptance of Nonqualified Stock Option.

This Option is conditioned upon Optionee's acceptance of the terms of this Agreement, as evidenced by Optionee's execution of this Agreement or by Optionee's electronic acceptance of this Agreement in a manner and during the time period allowed by the Company. If the terms of this Agreement are not timely accepted by execution or by such electronic means, the Option may be cancelled.

4. Option Price.

The price at which the Optionee shall be entitled to purchase Shares upon the exercise of the Option (the "Option Price") shall be the Option Price as set forth above.

5. Duration of Option.

The Option shall be exercisable to the extent and in the manner provided herein for a period of ten (10) years from the Grant Date (the "Exercise Term"); provided, however, that the Option may be earlier terminated as provided in Section 3 and Section 8 hereof.

6. Vesting and Exercisability of Option.

The Option shall vest, and may be exercised, with respect to the Shares as set forth in Exhibit A, subject to earlier termination of the Option as provided in Section 3 and Section 8 hereof or in the Plan. The right to purchase the Shares as the Options become vested shall be cumulative and shall continue during the Exercise Term unless sooner terminated as provided herein.

7. Manner of Exercise and Payment.

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

7.2 The notice of exercise described in Section 7.1 shall be accompanied by the full Option Price for any Shares purchased pursuant to the exercise of an Option and shall be paid in full upon such exercise, (i) in cash, by check, by transferring Shares to the Company, by attesting to the ownership of Shares, upon such terms and conditions as may be acceptable to the Committee, or by net settlement of the Option in the manner determined by the Committee, or (ii) by such arrangement as is made by the Company with the designated online broker. Any Shares the Optionee transfers to the Company or attests to owning as payment of the Option Price shall be valued at their Fair Market Value on the day preceding the date of exercise of such Option.

7.3 Upon receipt of the notice of exercise and full payment of the Option Price, the Company shall, subject to Section 20.9 of the Plan, take such action as may be necessary to affect the transfer to the Optionee of the number of Shares as to which such exercise was effective.

7.4 The Optionee shall not be deemed to be the holder of, or to have any of the rights of a holder with respect to any Shares subject to the Option until (i) the Option shall have been exercised pursuant to the terms of this Agreement and the Optionee shall have paid the full Option Price for the number of Shares in respect of which the Option was exercised, (ii) the Company shall have issued and delivered the Shares to the Optionee, and (iii) the Optionee's name shall have been entered as a stockholder of record

on the books of the Company, whereupon the Optionee shall have full voting and other ownership rights with respect to such Shares.

8. Termination of Employment.

8.1 In General. Except for the reasons set forth in Sections 8.2 and 9.2 below, or except as otherwise provided in a severance agreement with Optionee, if Optionee terminates his or her employment or if the Company, or if different, the Subsidiary employing the Optionee (the "Employer") terminates Optionee for any reason, the Option shall continue to be exercisable, to the extent the Option was vested and exercisable on the Date of Termination, and shall continue to be exercisable at any time within three (3) months after such Date of Termination, but in no event after the expiration of the Exercise Term. "Date of Termination" means the last day of active employment of the Optionee with the Employer. The Committee shall have the exclusive discretion to determine when Optionee is no longer actively providing services for purposes of the Option grant (including whether Optionee may still be considered to be providing services while on a leave of absence).

8.2 Termination of Employment Due to Death, Disability, or After Age 55. If the Optionee's termination of employment is due to death or Disability or if Optionee terminates employment after age 55, the following shall apply:

(a) *Termination Due to Death*. In the event the Optionee dies while actively employed, to the extent the Share Price Vesting Condition set forth in Exhibit A is satisfied prior to the date that is five (5) years after the Optionee's death, or if earlier, the end of the Exercise Term (the "Extended Death Exercise Period"), the Option shall vest and shall remain exercisable at any time prior to the end of the Extended Death Exercise Period by (A) a Permitted Transferee (as defined in Section 10 below), if any, or such person(s) that have acquired the Optionee's rights under such Option by will or by the applicable laws of descent and distribution, or (B) if no such person described in (A) exists, the Optionee's estate or the representative of Optionee's estate.

(b) *Termination by Disability*. In the event the employment of the Optionee is terminated by reason of Disability, to the extent the Share Price Vesting Condition set forth in Exhibit A is satisfied prior to the date that is five (5) years after the Optionee's Disability, or if earlier, the end of the Exercise Term (the "Extended Disability Exercise Period"), the Option shall vest and shall remain exercisable at any time prior to the end of the Extended Disability Exercise Period.

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

9. Effect of Change in Control.

9.1 Notwithstanding anything contained to the contrary in this Agreement, in the event of a Change in Control and the Company's successor does not assume, substitute or replace the Option pursuant to Section 4.4(b) of the Plan, to the extent the Share Price Vesting Condition is satisfied prior to or in connection with the Change in Control, the Option shall become immediately and fully exercisable. The Committee, in its discretion, may terminate the Option, provided that at least 30 days prior to the Change in Control, the Committee notifies the Optionee that the Option will be terminated and provides the Optionee, at the election of the Committee, (i) the right to immediately receive a cash payment in an amount equal to the excess, if any, of (A) the greater of (x) the Fair Market Value on the date preceding the date of surrender, of the Shares subject to the Option or portion of the Option surrendered, or (y) the Adjusted Fair Market Value of the Shares subject to the Option or portion thereof surrendered, over (B) the aggregate Option Price for such Shares under the Option; or (ii) the right to exercise all Options

(including the Options vested as a result of the Change in Control) immediately prior to the Change in Control.

9.2 Notwithstanding anything contained to the contrary in this Agreement, in the event of a Change in Control in which the Company's successor assumes, substitutes or replaces the Option pursuant to Section 4.4(b) of the Plan, and if the employment of the Optionee is terminated within two (2) years following a Change in Control, then (i) all time-based conditions to exercisability shall be deemed satisfied and (ii) all Options which are subject to the Share Price Vesting Condition will continue to vest, as though the Optionee continued to be employed during such period, and be exercisable during the shorter of the two (2) year period following the date the Optionee is terminated, or the remainder of the Exercise Term.

10. Transferability.

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

11. Recoupment.

All awards of Options, whether unvested or vested, shall be subject to the Company's Incentive-Based Compensation Recoupment Policy (the "Recoupment Policy"), such that any award that was made to an Optionee, who is deemed a "Covered Employee" under the Recoupment Policy, within the three (3) year period preceding the date on which the Company announces that it will prepare an accounting restatement under the Recoupment Policy shall be subject to deduction, clawback or forfeiture, as applicable.

12. No Right to Continued Employment or Additional Grants.

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

13. Adjustments.

In the event of a Share Change (as defined in Section 4.4(a) of the Plan), the Committee shall make appropriate adjustments to the number and class of Shares or other stock or securities subject to the Option and the Option Price for such Shares or other stock or securities. The Committee's adjustment shall be made in accordance with the provisions of Section 4 of the Plan and shall be effective and final, binding, and conclusive for all purposes of the Plan and this Agreement.

14. Responsibility for Taxes.

14.1 Optionee acknowledges that, regardless of any action taken by the Company or the Employer, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Optionee's participation in the Plan and legally applicable to Optionee ("Tax-Related Items"), is and remains Optionee's responsibility and may exceed the amount actually withheld by the Company or the Employer. Optionee further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-

Related Items in connection with any aspect of the Option, including, but not limited to, the grant, vesting or exercise of the Option, the subsequent sale of Shares acquired pursuant to such exercise and the receipt or payment of any dividends and (b) do not commit to and is under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate Optionee's liability for Tax-Related Items or achieve any particular tax result. Further, if Optionee is subject to Tax-Related Items in more than one jurisdiction, Optionee acknowledges that the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

14.2 Prior to any relevant taxable or tax withholding event, as applicable, Optionee agrees to make adequate arrangements satisfactory to the Company to satisfy all Tax-Related Items. In this regard, Optionee authorizes the Company and/or the Employer, at their discretion, to satisfy any applicable withholding obligations, if any, with regard to all Tax-Related Items by one or a combination of the following:

- (a) withholding from Optionee's wages or other cash compensation paid to Optionee by the Company and/or the Employer;
- or
- (b) withholding from proceeds of the sale of Shares acquired upon exercise of the Option either through a voluntary sale or through a mandatory sale arranged by the Company (on Optionee's behalf pursuant to this authorization); or
- (c) withholding in shares to be issued pursuant to the exercise of the Option.

14.3 Notwithstanding Section 14.2 above, if Optionee is subject to Section 16(a) of the Exchange Act, then any applicable withholding obligations will be satisfied by withholding in Shares to be issued upon the exercise of the Option, unless such withholding is not feasible under applicable tax or securities law or has materially adverse accounting consequences, in which case, the Company may satisfy any withholding obligations for the Tax-Related Items in accordance with Section 14.2(a) or (b).

14.4 Depending on the withholding method and subject to Section 17.2 of the Plan, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates, including maximum applicable rates, in which case Optionee will receive a refund of any over-withheld amount in cash and will have no entitlement to the Share equivalent.

14.5 Optionee agrees to pay to the Company or the Employer, including through withholding from Optionee's wages or other cash compensation paid to Optionee by the Company and/or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of Optionee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if Optionee fails to comply with Optionee's obligations in connection with the Tax-Related Items.

15. No Advice Regarding Grant.

The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Optionee's participation in the Plan, or Optionee's acquisition or sale of the underlying Shares of Common Stock. Optionee should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

16. Insider Trading/Market Abuse Restrictions.

Optionee may be subject to insider trading restriction and/or market abuse laws in the United States, which may affect Optionee's ability to accept, acquire, sell otherwise dispose of Shares or rights to Shares (e.g., Options) or rights linked to the value of Shares under the Plan during such times as Optionee is considered to have "inside information" regarding the Company. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any

applicable Company insider trading policy. Optionee is responsible for ensuring Optionee 's own compliance with any applicable restrictions and is advised to speak with his or her personal legal advisor on this matter.

17. Electronic Delivery and Acceptance.

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

18. Imposition of Other Requirements.

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

19. Governing Law and Venue.

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

20. Severability.

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

21. Waiver.

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

22. Pronouns; Including.

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

23. Successors in Interest.

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

24. Modification of Agreement.

This Agreement may be modified, amended, suspended, or terminated, and any terms or conditions may be waived, but only by mutual agreement of the parties in writing.

25. Integration.

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

26. Interpretation.

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

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

PLEASE RETAIN THIS AGREEMENT AND ALL EXHIBITS FOR YOUR RECORDS.

EXHIBIT A**VESTING SCHEDULE**

The Options will vest and become exercisable after the attainment of two independent conditions:

1. 4-year ratable vesting from the Grant Date as follows, subject to the Share Price Vesting Condition: options to purchase ____ shares vest on the first anniversary of grant date; options to purchase ____ shares vest on the second anniversary of grant date; options to purchase ____ shares vest on the third anniversary of grant date; and options to purchase ____ shares vest on the fourth anniversary of grant date.
2. The closing share price of the Company's Shares reaching \$225 and remaining at or above \$225 for 10 consecutive trading days at any time following the Grant Date (the "Share Price Vesting Condition").

EXHIBIT B**SHARE OWNERSHIP AND RETENTION REQUIREMENT**

It is the Company's belief and expectation that executives should own a reasonable amount of Common Stock to further align their interests with those of our stockholders. Accordingly, you are expected to adhere to share ownership and share retention requirements in connection with Options granted under the Plan.

The share ownership requirement is stated as a multiple of your base salary and mandates that you own a number of shares with a value equal to the applicable multiple of your base salary. The share retention requirement is stated as a percentage of shares acquired under the Plan that must be retained, net of the cost of exercising shares and/or the taxes associated with the shares. You have until four years from first becoming subject to the requirements to satisfy your share ownership requirement. However, if you do not currently satisfy the share ownership requirement, you are subject to the share retention requirement.

Your share ownership and retention requirements are set forth below based on Grantee Level stated on the first page of this Agreement.

<u>Grantee Level</u>	<u>Ownership Multiple of Annual Base Salary</u>	<u>Retention Requirement Percentage</u>
0	4	50%
1	3	40%
2	2	35%
3	1	30%
4 or 5	0.5	20%
6 or 7	0	0%

Your ownership multiple is multiplied by your annual base salary and your share retention requirement is the percent of net shares acquired through the Plan (exercise of stock options or receipt of shares). Your unvested or unexercised Options do not count toward satisfying your share ownership requirement.

EXHIBIT C

CONFIDENTIALITY, INVENTIONS, NON-SOLICITATION AND NON-COMPETITION PROVISIONS

1. Definitions.

A. "Confidential Information" "Confidential Information" means the following:

- i. data and information relating to the Company's Business (as defined herein); which is disclosed to Optionee or of which Optionee became aware of as a consequence of Optionee's relationship with the Company; has value to the Company; is not generally known to the competitors of the Company; and which includes trade secrets, methods of operation, names of customers, price lists, financial information and projections, personnel data, and similar information. For purposes of the Confidentiality, Inventions, Non-Solicitation and Non-Competition Provisions (the "Confidentiality Provisions"), subject to the foregoing, and according to terminology commonly used by the Company, the Company's Confidential Information shall include, but not be limited to, information pertaining to: (1) business opportunities; (2) data and compilations of data relating to the Company's Business; (3) compilations of information about, and communications and agreements with, customers and potential customers of the Company; (4) computer software, hardware, network and internet technology utilized, modified or enhanced by the Company or by Optionee in furtherance of Optionee's duties with the Company; (5) compilations of data concerning Company products, services, customers, and end users including but not limited to compilations concerning projected sales, new project timelines, inventory reports, sales, and cost and expense reports; (6) compilations of information about the Company's employees and independent contracting consultants; (7) the Company's financial information, including, without limitation, amounts charged to customers and amounts charged to the Company by its vendors, suppliers, and service providers; (8) proposals submitted to the Company's customers, potential customers, wholesalers, distributors, vendors, suppliers and service providers; (9) the Company's marketing strategies and compilations of marketing data; (10) compilations of data or information concerning, and communications and agreements with, vendors, suppliers and licensors to the Company and other sources of technology, products, services or components used in the Company's Business; (11) any information concerning services requested and services performed on behalf of customers of the Company, including planned products or services; and (12) the Company's research and development records and data. Confidential Information also includes any summary, extract or analysis of such information together with information that has been received or disclosed to the Company by any third party as to which the Company has an obligation to treat as confidential.
- ii. Confidential Information shall not include:
 - a) Information generally available to the public other than as a result of improper disclosure by Optionee;
 - b) Information that becomes available to Optionee from a source other than the Company (provided Optionee has no knowledge that such information was obtained from a source in breach of a duty to the Company);
 - c) Information disclosed pursuant to law, regulations or pursuant to a subpoena, court order or legal process; and/or
 - d) Information obtained in filings with the Securities and Exchange Commission.

B. "Trade Secrets" has the meaning set forth under Georgia law, O.C.G.A. §§ 10-1-760, et seq.

- C. **“Customers”** means those entities and/or individuals which are customers of the Company and/or its affiliates with respect to which, within the two-year period preceding the Date of Termination (as that term is defined in this Agreement): (i) Optionee had material contact on behalf of the Company; (ii) about whom Optionee acquired, directly or indirectly, Confidential Information or Trade Secrets as a result of his/her employment with the Company; and/or (iii) Optionee exercised oversight or responsibility of subordinates who engaged in Material Contact on behalf of the Company.
- D. **“Company”** means Acuity Brands, Inc., along with its Subsidiaries or other Affiliates.
- E. **“Company’s Business”** means the design, manufacture, installation, servicing, and/or sale of one or more of the following and any related products and/or services: lighting fixtures and systems; lighting control components and systems (including but not limited to dimmers, switches, relays, programmable lighting controllers, sensors, timers, and range extenders for lighting and energy management and other purposes); building management and/or control systems; commercial building lighting controls; intelligent building automation and energy management products, software and solutions; motorized shading and blind controls; building security and access control and monitoring for fire and life safety; emergency lighting fixtures and systems (including but not limited to exit signs, emergency light units, inverters, back-up power battery packs, and combinations thereof); battery powered and/or photovoltaic lighting fixtures; electric lighting track units; hardware for mounting and hanging electrical lighting fixtures; aluminum, steel and fiberglass fixture poles for electric lighting; light fixture lenses; sound and electromagnetic wave receivers and transmitters; flexible and modular wiring systems and components (namely, flexible branch circuits, attachment plugs, receptacles, connectors and fittings); LED drivers and other power supplies; daylighting systems including but not limited to prismatic skylighting and related controls; organic LED products and technology; medical and patient care lighting devices and systems; indoor positioning products and technology; software and hardware solutions that collect data about building and business operations and occupant activities via sensors and use that data to provide software services or data analytics; sensor based information networks; and any wired or wireless communications and monitoring hardware or software related to any of the above. This shall not include any product or service of the Company if the Company is no longer in the business of providing such product or service to its customers at the relevant time of enforcement.
- F. **“Employee Services”** shall mean the duties and services of the type conducted, authorized, offered, or provided by Optionee in his/her capacity as an Employee on behalf of the Company within twelve (12) months prior to the Date of Termination.
- G. **“Territory”** means the United States, Canada and Mexico. Executive acknowledges that the Company is licensed to do business and in fact does business in all fifty states in the United States. Executive further acknowledges that the services he has performed and may continue to perform on behalf of the Company or its affiliates, including executive services, are at a senior managerial level and are not limited in their territorial scope to any particular city, state, or region, but instead affect the Company’s activity within the entire United States. Specifically, Executive provides executive services on the Company’s behalf, travels throughout the United States to attend Company meetings, visit Company factories and distribution centers, meet with Company agents and distributors, and attend trade shows. Accordingly, Executive agrees that these restrictions are reasonable and necessary to protect the Confidential Information, trade secrets, business relationships, and goodwill of the Company.
- H. **“Material Contact”** shall have the meaning set forth in O.C.G.A. § 13-8-51(10), which includes contact between an employee and each Customer or potential Customer: with whom or which Optionee dealt on behalf of the Company; whose dealings with the Company were coordinated or supervised by Optionee; about whom Optionee obtained confidential information in the ordinary course of business as a result of such employee’s association with the Company; and/or who receives products or services authorized by the Company, the sale or provision of which results or

resulted in compensation, commissions, or earnings for Optionee within two years prior to the Date of Termination.

- I. **“Termination for Cause” or “Terminated for Cause”** shall mean the involuntary termination of Optionee by the Company for the following reasons:
- i. If termination shall have been the result of an act or acts by Optionee which constitute an indictable offense, a felony or any crime involving dishonesty, theft, fraud or moral turpitude;
 - ii. If termination shall have been the result of an act or acts by Optionee which are determined, in the good faith judgment of the Company, to be in violation of written policies of the Company;
 - iii. If termination shall have been the result of an act or acts of dishonesty by Optionee resulting or intended to result directly or indirectly in gain or personal enrichment to Optionee at the expense of the Company;
 - iv. Upon the willful and continued failure by Optionee to substantially perform the duties assigned to Optionee (other than any such failure resulting from incapacity due to mental or physical illness constituting a Disability), 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 Optionee has not substantially performed his or her duties; or
 - v. If termination shall have been the result of the unauthorized disclosure by Optionee of the Company’s Confidential Information or violation of any other provision of the Confidentiality Provisions.
- J. **“Inventions” and “Works For Hire.”** The term “Invention” means contributions, discoveries, improvements and ideas and works of authorship, whether or not patentable or copyrightable, and: (i) which relate directly to the Company’s Business, or (ii) which result from any work performed by Optionee or by Optionee’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. The term “Works For Hire” (“Works”) means all documents, programs, software, creative works and other expressions and information in any tangible medium created, in whole or in part, by Optionee during the period of and relating to his/her employment with the Company, whether copyrightable or otherwise protectable, other than Inventions.

2. Confidentiality, Inventions, Non-Solicitation and Non-Competition.

- A. **Purpose and Reasonableness of Provisions.** Optionee acknowledges that, during the term of his/her employment with the Company and after the Date of Termination, the Company has furnished and may continue to furnish to Optionee Trade Secrets and Confidential Information, which, if used by Optionee on behalf of, or disclosed to, a competitor of the Company or other person, could cause substantial detriment to the Company. Moreover, the parties recognize that Optionee, during the term of his/her employment with the Company, has developed important relationships with customers, agents, and others having valuable business relationships with the Company, and that these relationships may continue to develop after the Date of Termination. In view of the foregoing, Optionee acknowledges and agrees that the restrictive covenants contained in this Section 2 are reasonably necessary to protect the Company’s legitimate business interests, Confidential Information, and good will.
- B. **Trade Secrets and Confidential Information.** Optionee agrees that he/she shall protect the Company’s Trade Secrets (as defined in Section 1(b) above) and Confidential Information (as defined in Section 1(a) above) and shall not disclose to any person or entity, or otherwise use or disseminate, except in connection with the performance of his/her duties for the Company, any Trade Secrets or Confidential Information. However, Optionee may make disclosures required by a valid order or subpoena issued by a court or administrative agency of competent jurisdiction, in which event Optionee will promptly notify the Company of such order or subpoena to provide it an

opportunity to protect its interests. Optionee's obligations under this Section 2(b) have applied throughout his/her active employment, shall continue after the Date of Termination, and shall survive any expiration or termination of the Confidentiality Provisions, so long as the information or material remains Confidential Information or a Trade Secret, as applicable.

Optionee further confirms that during his/her employment with the Company, including after the Date of Termination, he/she has not and will not offer, disclose or use on Optionee's own behalf or on behalf of the Company, any information Optionee received prior to employment by the Company which was supplied to Optionee confidentially or which Optionee should reasonably know to be confidential.

Nothing in this Section prohibits Optionee from reporting possible violations of law or regulation to any governmental agency or entity, or making other disclosures that are protected under the whistleblower provisions of law or regulation. Optionee does not need the prior authorization of the Company to make any such reports or disclosures, and Optionee is not required to notify the Company that Optionee has made such reports or disclosures.

Notwithstanding any other provision of this agreement, Optionee will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed under seal in a lawsuit or other proceeding. If Optionee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Optionee may disclose the Company's trade secrets to Optionee's attorney and use the trade secret information in the court proceeding if Optionee (A) files any document containing trade secrets under seal; and (B) does not disclose trade secrets, except pursuant to court order.

- C. **Return of Property.** On the Date of Termination (or earlier, upon request of the Company), Optionee agrees to deliver promptly to the Company all 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) of the Company, supplied to or created by him/her in connection with his/her employment hereunder (including all copies of the foregoing) in his/her possession or control, and all of the Company's equipment and other materials in his/her possession or control. Optionee further agrees and covenants not to retain any such property and to permanently delete such information residing in electronic format to the best of his/her ability and not to attempt to retrieve it. Optionee's obligations under this Section 2(c) shall survive any expiration or termination of the Confidentiality Provisions.
- D. **Inventions.** Optionee does hereby assign to the Company the entire right, title and interest in any Invention which is or was made or conceived, either solely or jointly with others, during his/her employment with the Company, including after the Date of Termination. Optionee attests that he/she has disclosed (or promptly will disclose, if after the Date of Termination) to the Company all such Inventions. Optionee will, if requested, promptly execute and deliver to the Company a specific assignment of title for any such 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.
- E. **Non-Competition.** Optionee acknowledges and agrees that during his/her employment, and for twelve (12) months after the Date of Termination, he/she has not and will not, directly or indirectly, engage in, provide, or perform any Employee Services on behalf of any person or entity (or, if organized into divisions or units, any distinct division or operating unit) in the Territory that derives revenue from providing goods or services substantially similar to those which comprise the Company's Business. Notwithstanding the foregoing, if the Company terminates Optionee's employment for any reason other than a Termination for Cause (including, for example, as a result of a position elimination), and Optionee signs a Confidential Severance Agreement and

Release offered by the Company, the period covered by this non-competition covenant will be reduced to either: (i) the time within which severance payments are scheduled to be paid to Optionee under such agreement, or (ii) if severance is paid to Optionee in a lump sum, the number of weeks of Optionee's then-current regular salary that are used to calculate such lump sum payment; provided, however, that the restrictive period calculated hereunder shall not, in any event, exceed twelve (12) months following the Date of Termination.

- F. **Non-Solicitation of Customers.** Optionee acknowledges and agrees that during his/her employment, and for twenty-four (24) months after the Date of Termination, Optionee has not and will not directly or indirectly solicit Customers (as defined in Section 1(c) above) with whom he/she had Material Contact (as defined in 1(g) above) for the purpose of providing goods and/or services competitive with the Company's Business. Notwithstanding the foregoing, this Section shall not prevent Optionee, during the course of the restricted period referenced above, from soliciting a person or entity that has since discontinued all business communications with the Company.
- G. **Non-Solicitation of Employees and Agents.** Optionee acknowledges and agrees that during his/her employment, and for a period of twenty-four (24) months after the Date of Termination, Optionee has not and will not, directly or indirectly, whether on behalf of Optionee or others, solicit, lure or attempt to hire away any of the Company's employees or agents.
- H. **Non-Solicitation of Sales Agents.** Optionee acknowledges and agrees that during his/her employment, and for a period of twenty-four (24) months after the Date of Termination, Optionee has not and will not, directly or indirectly, whether on behalf of Optionee or others, solicit any of the Company's Sales Agents for the purpose of disrupting their relationship with the Company and/or selling and/or facilitating the sale of products competitive with the Company's Business. For purposes of this Section 2, a "Sales Agent" is any third-party agency, and/or its representatives, with which or whom the Company has contracted for the purpose of facilitating the sale of the Company's products during the last twenty-four (24) months of Optionee's employment with the Company.
- I. **Injunctive Relief.** Optionee acknowledges that if he/she breaches or threatens to breach any of the provisions of this Section 2, his/her actions may cause irreparable harm and damage to the Company which could not be compensated in damages. Accordingly, if Optionee breaches or threatens to breach any of the provisions of this Section 2, 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 Optionee against the Company, whether predicated on the Confidentiality Provisions or otherwise, shall not constitute a defense to the enforcement by the Company of Optionee's agreements under this Section 2.
3. **Non-Assignable by Optionee.** The parties acknowledge that the Confidentiality Provisions have been entered into due to, among other things, the special skills and knowledge of Optionee, and agree that the Confidentiality Provisions may not be assigned or transferred by Optionee.
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: Acuity Brands, Inc.
Attention: Corporate Secretary
1170 Peachtree Street, NE, Suite 2300
Atlanta, Georgia 30309-7676
- If to Optionee: To his or her 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.

5. **Provisions Severable.** If any provision or covenant, or any part thereof, contained in the Confidentiality Provisions is 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, in the Confidentiality Provisions, all of which shall remain in full force and effect. Each and every provision, paragraph and subparagraph of Section 2 above is severable from the other provisions, paragraphs and subparagraphs and constitutes a separate and distinct covenant.

The restrictive covenants set forth in Section 2 of the Confidentiality Provisions represent the entire agreement of the parties with respect to the subject matter thereof and supersede any prior agreement with respect thereto; provided, however, that the restrictive covenants described in this Exhibit C shall not supersede those set forth in either: (a) any Executive Severance Agreement applicable to Optionee, if any, (b) any Confidentiality, Inventions and Non-Solicitation Agreement to which Optionee is a party, if any, or (c) any restrictive covenants to which Optionee is a party under any employment agreement or offer letter, if any. To the extent that any agreement applicable to Optionee include restrictive covenant provisions that conflict with the provisions contained in these Confidentiality Provisions, the provisions that are more restrictive on Optionee will control.
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 the Confidentiality Provisions shall not be deemed a waiver or relinquishment of any right granted in the Confidentiality Provisions or the future performance of any such term or condition or of any other term or condition of the Confidentiality Provisions, unless such waiver is contained in a writing signed by the party making the waiver.
7. **Amendments and Modifications.** The Confidentiality Provisions and any Exhibit hereto may be amended or modified only by a writing signed by both parties hereto, which makes specific reference to the Confidentiality Provisions. However, this Section does not affect a court of competent jurisdiction or arbitrator's ability to modify the Confidentiality Provisions, pursuant to O.C.G.A. §§ 13-8-51(11); 53(d); or 54 in the event that either party initiates legal proceedings that relate in any way to this Confidentiality Provisions, including any action brought by either party seeking to enforce any provision set forth herein.
8. **Governing Law and Venue.** The validity and effect of the Confidentiality Provisions shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, United States of America, without regard to its conflict of law provisions. Any and all disputes relating to, concerning or arising from the Confidentiality Provisions, or relating to, concerning or arising from the relationship between the parties evidenced by the Confidentiality Provisions, shall be brought and heard exclusively in the U.S. District Court for the District of Delaware or the Delaware Superior Court, New Castle County. Each of the parties hereby represents and agrees that such party is subject to the personal jurisdiction of said courts; hereby irrevocably consents to the jurisdiction of such courts in any legal or equitable proceedings related to, concerning or arising from such dispute, and waives, to the fullest extent permitted by law, any objection which such party may now or hereafter have that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in such courts is improper or that such proceedings have been brought in an inconvenient forum.
9. **Legal Fees.** Each party shall pay its own legal fees and other expenses associated with any dispute under the Confidentiality Provisions or any Exhibit hereto.
10. **Forfeiture/ Clawback.** Notwithstanding anything contained in this Agreement to the contrary, if Optionee violates any restriction in Section 2 of the Confidentiality Provisions (i) Optionee shall pay to the Company in cash any financial gain realized from exercising all or a portion of this Option within the 12-month period immediately preceding such wrongful conduct and (ii) all remaining outstanding vested and

unvested Options shall immediately be forfeited. For purposes of this Paragraph 10, financial gain shall equal, on each date of exercise during the 12-month period immediately preceding such wrongful conduct, the difference between the fair market value of the Common Stock on the date of exercise and the Exercise Price, multiplied by the number of shares of Common Stock purchased pursuant to that exercise. By accepting this Award, you consent to and authorize the Company to deduct from any amounts payable by the Company to you, any amounts you owe to the Company under this Paragraph.

- 11. Tolling Period.** If Optionee is found by a court to have violated any restriction in Section 2 of the Confidentiality Provisions, he/she agrees that the time period for such restriction shall be extended by one day for each day that he/she is found to have violated the restriction, up to a maximum of 18 months.

FORM OF AGREEMENT

ACUITY BRANDS, INC.
SEVERANCE AGREEMENT

THIS SEVERANCE AGREEMENT (the "Agreement") is made and entered into as of January 31, 2020, by and between ACUITY BRANDS, INC., a Delaware corporation (the "Company"), and NEIL M. ASHE (the "Executive").

WITNESSETH:

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.

This Agreement shall commence on the date hereof and shall continue unless or until terminated as provided herein. 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, to the extent that the Executive and the Company have previously entered into a severance agreement related to the terms and conditions addressed in this Agreement, such agreement is superseded and replaced in its entirety by this Agreement. Unless it is specifically provided otherwise, this Agreement does not supersede any Change in Control Agreement between the parties that relates specifically to termination and severance benefits in connection with a Change in Control (as defined in such Change in Control Agreement) of 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;

provided, however, that no termination of the Executive's employment shall be for Cause as set forth in this Section 2.2 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 clauses (a), (b), (c) or (d) above and specifying the particulars thereof in detail, and (y) the Executive shall have been provided an opportunity to be heard by the Board or a committee of 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 a lack of good faith and without a reasonable belief that Executive's 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.

2.3 **"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).

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

2.5 **"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.

2.6 **"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. The determination of Disability shall be made by the Company in a manner consistent with the requirements of Section 409A.

2.7 **"Good Reason."**

(a) For purposes of this Agreement, "Good Reason" shall mean the Executive terminated his employment with the Company and its subsidiaries because, during the term of this Agreement, after a Change in Control (without Executive's express consent), one or more of the following conditions arose and the Executive notified the Company of such condition within ninety (90) days of its occurrence and the Company did not remedy such condition within thirty (30) days:

(1) a material diminution in the Executive's authority, duties, 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;

(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) the Company's requiring Executive to be based more than 50 miles from the primary workplace where Executive is based upon execution of this Agreement except for reasonably required travel on the Company's business; or

(4) a material breach by the Company of any provision of this Agreement or the employment letter dated January 8, 2020.

(b) The Executive's right to terminate his employment pursuant to this Section 2.7 shall not be affected by his incapacity due to physical or mental illness.

2.8 **"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.

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

2.10 **"Severance Period."** A period equal to twenty-four (24) months from the Executive's Date of Termination.

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 (except that the restrictive covenants contained herein shall survive termination of this Agreement), 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 timely executes and does not revoke a valid release of claims in such form as may be required by the Company, and Executive abides by the provisions of this Agreement. If the Executive's release execution period begins in one taxable year and ends in another taxable year, payments under this Section 4 shall not be made until the beginning of the second taxable year.

4.1 **Base Salary.** Executive shall continue to receive his/her base salary (as in effect on his Date of Termination, subject to withholding of all applicable taxes) for the entire Severance Period (as defined in Section 2 above), payable in the same manner as it was being paid on his Date of Termination.

4.2 **Annual Bonus.** Executive shall be paid an amount equal to the greater of (i) 130% of employee's gross salary, 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 under the Incentive Plan based upon the Company's actual performance for such fiscal year multiplied by the Pro Rata Fraction. The bonus amount determined pursuant to Section 4.2(i) shall be paid to Executive within ten (10) days after the effective date of a confidential severance agreement and release entered into between Executive and the Company referenced in Section 4.9, and any additional amount payable pursuant to Section 4.2(ii) shall be payable at the same time as bonuses are payable to other executives under the Incentive Plan. "Incentive Plan" shall mean the Acuity Brands, Inc. Management Cash Incentive Plan for the fiscal year in which the Executive's Termination of Employment occurs. Terms used in this Section 4.2 shall have the meaning ascribed them in the Incentive Plan. The bonus paid pursuant to this section shall be subject to withholding of all applicable taxes.

4.3 **Accrued Vacation.** Executive shall be paid an amount equal to Executive's accrued but unused vacation (determined in accordance with Company policy) as of his/her Date of Termination. The amount (subject to withholding of all applicable taxes) shall be paid pursuant to applicable law.

4.4 **Equity Compensation.**

(a) **Restricted Stock.** Restricted Stock (shares or units) granted to Executive under the Amended and Restated Acuity Brands, Inc. 2012 Omnibus Stock Incentive Compensation Plan, or any successor plan (the "Incentive Plan") that are not performance-based will be subject to accelerated vesting and will vest during the Severance Period on a monthly pro rata basis based on Executive's period of employment from the date of grant to the end of the Severance Period. The shares vesting pursuant to this Section 4.4(a) shall be delivered to Executive in accordance with the terms of the original award agreement.

(b) **Performance Awards.** Performance Awards (shares or units) granted to Executive under the Incentive Plan for which performance targets have not been achieved as of the Executive's Date of Termination will continue to vest during the Severance Period in accordance with the achievement of such performance targets. The shares vesting pursuant to this Section 4.4(b) shall be delivered to Executive in accordance with the terms of the original award agreement.

(b) **Options.** Stock options, including any stock options that vest upon achievement of specified share price targets, granted to Executive under the Incentive Plan will continue to vest and be exercisable during the Severance Period, or if earlier, the expiration of the stock option, as though Executive continued to be employed during such Severance Period.

4.5 **Health Care and Life Insurance.** Subject to the terms of the group insurance contract and plan document, the 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. If the terms of 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 the Company's election, will pay Executive a lump sum amount equal to the annual costs of such coverage(s) for the Severance Period, less applicable withholding. A benefit provided under this Section 4.5 shall cease if Executive obtains other employment and, as a result of such employment, life insurance benefits are available to Executive.

If Executive timely elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") under the Company's group medical plan following termination of his/her employment, the Company will pay Executive a monthly amount equal to the Company's subsidy towards the cost of medical coverage for similarly-situated active employees enrolled in the same coverage in which the Executive was enrolled at the time of the Date of Termination (the "COBRA Subsidy"), as reduced by any applicable withholding. The Company shall pay the COBRA Subsidy until the earliest of (a) the date Executive qualifies under another employer-sponsored medical plan, or (b) the end of eighteen (18) months of COBRA continuation coverage, or (c) the date on which the Severance Period ends.

4.6 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.

4.7 SERP. Executive will continue to receive credited service under the Acuity Brands, Inc. 2002 Supplemental Executive Retirement Plan ("SERP") during the Severance Period as though Executive continued to be employed during such Severance Period.

4.8 Other Benefits. Except as expressly provided herein, all other fringe benefits provided to Executive as an active employee of the Company (e.g., 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 benefit 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.

4.9 Release of Claims. To be entitled to any of the compensation and benefits described above in this Section 4 (except for accrued vacation, which would be paid pursuant to applicable law), 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.

4.10 Section 409A. All payments hereunder are intended to satisfy the "short-term deferral" exemption under Treas. Reg. §1.409-1(b)(4) in tandem with the "separation pay" exemption under Treas. Reg. §1.409-1(b)(9) such that no payment hereunder shall be deemed "deferred compensation" within the meaning of Code Section 409A. Therefore, to the extent the amounts described in Sections 4.1, 4.2 and 4.5 which are payable after March 15 of the year following the Date of Termination exceed the "separation pay" limit prescribed under Treas. Reg. § 1.409A-1(b)(9) (generally, the lesser of two times the Code § 401(a)(17) limit or two times the

Executive's annual compensation), then the payment of such excess amounts shall be accelerated and paid in equal installment payments commencing with the start of the Severance Period and ending on the payroll period preceding the March 15 of the year following the Date of Termination. Each installment payment under this Agreement shall be treated as a separate payment for purposes of Code Section 409A.

EXAMPLE: Solely for illustration purposes, if Executive terminates without Cause or for Good Reason on November 1, 2017 and becomes entitled to Separation Pay totaling \$1 million, with \$700,000 of the Severance Pay otherwise scheduled to be paid after March 15, 2018, then \$160,000 (\$700,000 - \$540,000 (Code § 401(a) (17) limit)) of the post-March 15, 2018 Severance Pay will be accelerated and paid ratably for the payroll period following the executive's Date of Termination and ending on the last payroll period preceding March 15, 2018. (Such example assumes the Executive's annual compensation was equal to or greater than the Code § 401(a) (17) limit.)

Notwithstanding any provision of this Agreement to the contrary, no payments under Sections 4.1, 4.2 or 4.5 shall commence until the Executive has incurred a "Separation from Service." For these purposes, Separation from Service" means the termination of the Executive's employment with the Company for reasons other than death or Disability. Whether a Separation from Service takes place is determined based on the facts and circumstances surrounding the termination of the Executive's employment and whether the Company and the Executive intended for the Executive to provide significant services for the Company following such termination. A change in the Executive's employment status will not be considered a Separation from Service if:

(a) the Executive continues to provide services as an employee of the Company at an annual rate that is twenty percent (20%) or more of the services rendered, on average, during the immediately preceding three full calendar years of employment (or, if employed less than three years, such lesser period) and the annual remuneration for such services is twenty percent (20%) or more of the average annual remuneration earned during the final three full calendar years of employment (or, if less, such lesser period), or

(b) the Executive continues to provide services to the Company in a capacity other than as an employee of the Company at an annual rate that is fifty percent (50%) or more of the services rendered, on average, during the immediately preceding three full calendar years of employment (or if employed less than three years, such lesser period) and the annual remuneration for such services is fifty percent (50%) or more of the average annual remuneration earned during the final three full calendar years of employment (or if less, such lesser period).

For the purposes of Code Section 409A, Executive's right to receive any installment payments shall be treated as a right to receive a series of separate and distinct payments. The Company makes no representations that the payments and benefits provided under this Agreement comply with Code Section 409A, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by the Executive on account of non-compliance with Code Section 409A.

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

5.1 Purpose and Reasonableness of Provisions. Executive acknowledges that, during the term of his/her employment with the Company and during the Severance Period, the Company and its affiliates have furnished and may continue to furnish to Executive Trade Secrets and Confidential Information, which, if used by Executive on behalf of, or disclosed to, a competitor of the Company and its affiliates, or other person, could cause substantial detriment to the Company

and its affiliates. Moreover, the parties recognize that Executive, during the term of his/her employment with the Company, has and will develop important relationships with customers, agents and others having valuable business relationships with the Company, and that these relationships may continue to develop during the Severance Period. 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 and its affiliates' legitimate business interests, Confidential Information, and good will.

5.2 Trade Secrets and Confidential Information.

Executive agrees that he/she shall protect the Company's and its affiliates' Trade Secrets (as defined below) and Confidential Information (as defined below) and shall not disclose to any person or entity, or otherwise use or disseminate, except in connection with the performance of his/her 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 or its affiliates of such order or subpoena to provide the Company or its affiliates an opportunity to protect their interests. Executive's obligations under this Section 5.2 shall apply during his/her employment and after his/her termination of employment, shall continue through the Severance Period, and shall survive any expiration or termination of this Agreement, so long as the information or material remains Confidential Information or a Trade Secret, as applicable.

Executive further confirms that during his/her employment with the Company, he/she has not and 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.

Nothing in this Agreement prohibits Executive from reporting possible violations of federal law or regulation to any governmental agency or entity including but not limited to the Department of Justice, the Securities and Exchange Commission, Congress, or any Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Executive does not need the prior authorization of Company to make any such reports or disclosures, and Executive is not required to notify Company that Executive has made such reports or disclosures.

Notwithstanding any other provision of this agreement, Executive will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed under seal in a lawsuit or other proceeding. If Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the Company's trade secrets to Executive's attorney and use the trade secret information in the court proceeding if Executive (A) files any document containing trade secrets under seal; and (B) does not disclose trade secrets, except pursuant to court order.

5.3 Return of Property. On the start of the Severance Period (or earlier, upon request of the Company), Executive agrees to deliver promptly to the Company all files, customer lists, management reports, memoranda, research, Company forms and documents, financial data and reports and other documents (including all such data and documents in electronic form or on flash or external hard drives) of the Company or its affiliates, supplied to or created by him/her in connection with his/her employment hereunder (including all copies of the foregoing) in his/her

possession or control, and all of the Company's equipment (e.g., mobile devices, laptop, computer, flash or hard drives, etc.) and other materials in his/her possession or control. Executive's obligations under this Section 5.3 shall survive any expiration or termination of this Agreement. Executive agrees and covenants to permanently delete any such information residing in electronic format to the best of his/her ability and to not attempt to retrieve it.

5.4 Inventions. Executive does hereby assign to the Company the entire right, title and interest in any Invention which is or was made or conceived, either solely or jointly with others, during his/her employment with the Company. Executive attests that he/she has disclosed (or promptly will disclose, if during the Severance Period) to the Company all such Inventions. Executive will, if requested, promptly execute and deliver to the Company a specific assignment of title for any such 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. Executive acknowledges and agrees that both during his/her employment and for twelve (12) months after the last day of his/her employment with the Company, he/she has not and will not, directly or indirectly, engage in, provide, or perform any duties or services of the type conducted, authorized, offered, provided by employee in his/her capacity as an employee on behalf of the Company within twelve (12) months prior to the Date of Termination, on behalf of any person or entity (or in the case of an entity that is organized into divisions or units, any distinct division or operating unit of such entity in the Territory (as defined below)) that derives income from providing goods or services substantially similar to those which comprise the Company's Business.

5.6 Non-Solicitation of Customers and Sales Agents. Executive acknowledges and agrees that both during his/her employment and for twenty-four (24) months after the last day of his/her employment with the Company, Executive has not and will not directly or indirectly solicit Customers (as defined below) or Sales Agents (as defined below) with whom he/she had Material Contact (as defined below) for the purpose of providing goods and/or services competitive with the Company's Business. Notwithstanding the foregoing, this Section shall not prevent Executive, during the course of his/her Severance Period, from soliciting a person or entity that has since discontinued all business communications with the Company

5.7 Non-Solicitation of Employees and Agents. Executive acknowledges and agrees that both during his/her employment and for twenty-four (24) months after the last day of his/her employment with the Company, Executive has not and will not, directly or indirectly, whether on behalf of Executive or others, solicit, lure or attempt to hire away any of the Company's or its affiliates' employees or agents. Notwithstanding the foregoing, this Section shall not prevent Executive from soliciting an employee or agent that has since discontinued all business dealings with the Company.

5.8 Non-Disparagement. Executive agrees that he/she will not make any disparaging statements or comments to any person or entity by any medium, whether oral or written, about Company, any of its affiliates or any of its respective officers, directors, employees, shareholders, agents, representatives or independent contractors. Nor shall Executive communicate to any person or entity by any medium, whether oral or written, any information harmful or adverse to Company, any of its affiliates or any of its respective officers, directors, employees, shareholders, agents, representatives or independent contractors. Nothing in this Section shall prevent Executive from providing truthful testimony pursuant to a lawful subpoena or other court order.

5.9 Injunctive Relief. Executive acknowledges that if he/she breaches or threatens to breach any of the provisions of this Section 5, his/her actions may cause irreparable harm and

damage to the Company or its affiliates 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 (or, if applicable, an affiliate) shall be entitled to seek injunctive relief, in addition to any other rights or remedies the Company (or, if applicable, an affiliate) 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 (or, if applicable, an affiliate) of Executive's agreements under this Section 5.

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

(a) "Confidential Information" Confidential Information" means:

(i) Data and information relating to the Company's Business; disclosed to Executive or of which Executive became aware of as a consequence of Executive's relationship with the Company; having value to the employer; not generally known to the competitors for the employer; and which includes trade secrets, methods of operation, names of customers, price lists, financial information and projections, route books, personnel data, and similar information For purposes of this Agreement, subject to the foregoing, and according to terminology commonly used by the Company, the Company's Confidential Information shall include, but not be limited to, information pertaining to: (1) Business Opportunities (as defined below); (2) data and compilations of data relating to the Company's Business (as defined below); (3) compilations of information about, and communications and agreements with, customers and potential customers of the Company; (4) computer software, hardware, network and internet technology utilized, modified or enhanced by the Company or by Executive in furtherance of Executive's duties with the Company; (5) compilations of data concerning Company products, services, customers, and end users including but not limited to compilations concerning projected sales, new project timelines, inventory reports, sales, and cost and expense reports; (6) compilations of information about the Company's employees and independent contracting consultants; (7) the Company's financial information, including, without limitation, amounts charged to customers and amounts charged to the Company by its vendors, suppliers, and service providers; (8) proposals submitted to the Company's customers, potential customers, wholesalers, distributors, vendors, suppliers and service providers; (9) the Company's marketing strategies and compilations of marketing data; (10) compilations of data or information concerning, and communications and agreements with, vendors, suppliers and licensors to the Company and other sources of technology, products, services or components used in the Company's Business; (11) any information concerning services requested and services performed on behalf of customers of the Company, including planned products or services; and (12) the Company's research and development records and data. Confidential Information also includes any summary, extract or analysis of such information together with information that has been received or disclosed to the Company by any third party as to which the Company has an obligation to treat as confidential.

(ii) Confidential Information shall not include:

(A) Information generally available to the public other than as a result of improper disclosure by Executive;

(B) Information that becomes available to Executive from a source other than the Company (provided Executive has no knowledge that such information was obtained from a source in breach of a duty to the Company);

(C) Information disclosed pursuant to law, regulations or pursuant to a subpoena, court order or legal process; and/or

(D) Information obtained in filings with the Securities and Exchange Commission.

(b) "Trade Secrets" means Confidential Information constituting a trade secret under Georgia Law, O.C.G.A. §§ 10-1-760, *et seq.*

(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 or its affiliates are used, or (iv) which is developed on the Company's time.

(d) "Customers" means those entities and/or individuals who are customers of the Company and/or its affiliates with respect to which, within the two-year period preceding the start of the Severance Period: (i) Executive had Material Contact on behalf of the Company; (ii) Executive acquired, directly or indirectly, Confidential Information or Trade Secrets as a result of his employment with the Company; and/or (iii) Executive exercised oversight or responsibility of subordinates who engaged in Material Contact on behalf of the Company.

(e) "Company's Business" means the design, manufacture, installation, servicing, and/or sale of one or more of the following and any related products and/or services: lighting fixtures and systems; lighting control components and systems (including but not limited to dimmers, switches, relays, programmable lighting controllers, sensors, timers, and range extenders for lighting and energy management and other purposes); building management and/or control systems; commercial building lighting controls; intelligent building automation and energy management technologies, products, software and solutions with respect to HVAC systems and HVAC controls and sensors; motorized shading and blind controls; building security and access control and monitoring for fire and life safety; emergency lighting fixtures and systems (including but not limited to exit signs, emergency light units, inverters, back-up power battery packs, and combinations thereof); battery powered and/or photovoltaic lighting fixtures; electric lighting track units; hardware for mounting and hanging electrical lighting fixtures; aluminum, steel and fiberglass fixture poles for electric lighting; light fixture lenses; sound and electromagnetic wave receivers and transmitters; flexible and modular wiring systems and components (namely, flexible branch circuits, attachment plugs, receptacles, connectors and fittings); LED drivers and other power supplies; daylighting systems including but not limited to prismatic skylighting and related controls; organic LED products and technology; medical and patient care lighting devices and systems; indoor positioning products and technology; sensor based information networks; distributed software services; and any wired or wireless communications and monitoring hardware or software related to any of the above.

(f) "Territory" means the United States, Canada and Mexico. Executive acknowledges that the Company is licensed to do business and in fact does business in all fifty states in the United States. Executive further acknowledges that the services he has performed and may continue to perform on behalf of the Company or its affiliates, including executive services, are at a senior managerial level and are not limited in their territorial scope to any particular city, state, or region, but instead affect the Company's activity within the entire United States. Specifically, Executive provides executive services on the Company's behalf, travels throughout the United States to attend Company meetings, visit Company factories and distribution centers, meet with Company agents and distributors, and attend trade shows. Accordingly, Executive agrees that

these restrictions are reasonable and necessary to protect the Confidential Information, trade secrets, business relationships, and goodwill of the Company.

(g) "Material Contact" shall have the meaning set forth in O.C.G.A. § 13-8-51(10), which includes contact between an employee and each customer or potential customer: with whom or which the employee dealt on behalf of the employer; whose dealings with the employer were coordinated or supervised by the employee; about whom the employee obtained confidential information in the ordinary course of business as a result of such employee's association with the employer; or who receives products or services authorized by the employer, the sale or provision of which results of resulted in compensation, commissions, or earnings for the employee within two years prior to the date of the start of the Severance Period.

(h) "Sales Agent" is any third-party agency, and/or its representatives, with which or whom the Company has contracted for the purpose of facilitating the sale of the Company's products.

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 4.5 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:

	Acuity Brands, Inc. Attention: General Counsel 1170 Peachtree Street, NE, Suite 2300 Atlanta, GA 30309
If to the Company:	
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 **Termination, Amendments and Modifications.** This Agreement may be terminated, 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.**

(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.

6.10 **Integration.** This Agreement, along with any Exhibit hereto, encompasses the entire agreement of the parties with respect to the subject matter hereto, including but not limited to prior severance agreements, and supersedes all previous understandings and agreements between them, whether oral or written, except that the restrictive covenants in this Agreement shall not supersede any restrictive covenants set forth in any other agreement between the Company and Executive ("Other Restrictive Covenants"). To the extent that the Other Restrictive Covenants

conflict with the provisions contained in this Agreement, the provisions that are more restrictive on Executive will control. The parties hereby acknowledge and represent, that they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

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

ACUITY BRANDS, INC.

By: /s/ Vernon J. Nagel

Vernon J. Nagel

Chairman, President & Chief Executive Officer

EXECUTIVE

/s/ Neil M. Ashe

Neil M. Ashe

Exhibit A
Form of Release of Claims

CONFIDENTIAL SEVERANCE AGREEMENT AND RELEASE

_____ (“Employee”) and _____ (“Employer” or the “Company”) (collectively referred to as “the Parties”) are entering into this **CONFIDENTIAL SEVERANCE AGREEMENT AND RELEASE** (the “Agreement”).

RECITALS

A. Employee has previously been employed with the Company and Employee's employment with the Company is being terminated.

B. The Company has agreed to provide severance compensation to Employee in an amount not normally provided to employees, assuming Employee upholds certain ongoing obligations, and the Parties to this Agreement desire to resolve all issues between them including but not limited to Employee's employment and the termination of that employment.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to be bound as follows:

SECTION 1 - BENEFITS

(a) **Payment and Consideration to Employee:**

- (i) Benefits to Employee:

- (ii) **Section 409A:** The Company will have the authority to delay the commencement of payments under this Section 1 to “key employees” of the Company (as determined by the Company in accordance with procedures established by the Company that are consistent with Section 409A) to a date which is six months after the Separation Date (and on such date, the payments that would otherwise have been made during such six-month period shall be made) to the extent such delay is required under the provisions of Section 409A, provided that the Company and Employee may agree to take into account any transitional rule available under Section 409A.

SECTION 2 - RELEASE BY EMPLOYEE

(a) **Released Claims:** Employee irrevocably and unconditionally fully and finally releases, acquits and forever discharges all the claims described herein that he/she may now have against the Released Parties listed in Section (b), below, except that he/she is

not releasing any claim that relates to: (1) his/her right to enforce this Agreement; (2) any rights or claims that arise after the execution of this Agreement; or (3) any rights or claims that he/she cannot lawfully release. Subject only to the exceptions just noted, Employee is releasing any and all claims, demands, actions, causes of action, liabilities, debts, losses, costs, expenses, or proceedings of every kind and nature, whether direct, contingent, or otherwise, known or unknown, past, present, or future, suspected or unsuspected, accrued or unaccrued, whether in law, equity, or otherwise, and whether in contract, warranty, tort, strict liability, or otherwise, which he/she now has, may have had at any time in the past, or may have at any time in the future arising or resulting from, or in any matter incidental to, any and every matter, thing, or event occurring or failing to occur at any time in the past up to and including the date of this agreement. Employee understands that the claims he/she is releasing might arise under many different laws (including statutes, regulations, other administrative guidance, and common law doctrines), such as, but not limited to, the following:

Anti-discrimination and retaliation statutes, such as Title VII of the Civil Rights Act of 1964, which prohibits discrimination and harassment based on race, color, national origin, religion, and sex and prohibits retaliation; **[If Executive is 40+-years-old:** the Age Discrimination in Employment Act (“ADEA”), which prohibits age discrimination in employment]; the Equal Pay Act, which prohibits paying men and women unequal pay for equal work; the Americans With Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination based on disability; Sections 1981 and 1983 of the Civil Rights Act of 1866, which prohibit discrimination and harassment on the basis of race, color, national origin, religion or sex; the Genetic Information Nondiscrimination Act of 2008, which prohibits discrimination on the basis of genetic information; the Family and Medical Leave Act of 1993, which extends certain rights to leave and reinstatement; the Sarbanes-Oxley Act of 2002, which prohibits retaliation against employees who participate in any investigation or proceeding related to an alleged violation of mail, wire, bank, or securities laws; Georgia anti-discrimination statutes, which prohibit retaliation and discrimination on the basis of age, disability, gender, race, color, religion, and national origin; and any other federal, state, or local laws prohibiting employment discrimination or retaliation.

Federal employment statutes, such as the WARN Act, which requires that advance notice be given of certain work force reductions; the Employee Retirement Income Security Act of 1974, which, among other things, protects employee benefits; the Family and Medical Leave Act of 1993, which requires employers to provide leaves of absence under certain circumstances; and any other federal laws relating to employment, such as veterans’ reemployment rights laws.

Other laws, such as any federal, state, or local laws providing workers’ compensation benefits (except as otherwise prohibited by law), restricting an employer’s right to terminate employees, or otherwise regulating employment; any federal, state, or local law enforcing express or implied employment contracts or requiring an employer to deal with employees fairly or in good faith; any state and federal whistleblower laws, any other federal, state, or local laws providing recourse for alleged wrongful discharge, improper garnishment,

assignment, or deduction from wages, health and/or safety violations, improper drug and/or alcohol testing, tort, physical or personal injury, emotional distress, fraud, negligence, negligent misrepresentation, abusive litigation, and similar or related claims, willful or negligent infliction of emotional harm, libel, slander, defamation and/or any other common law or statutory causes of action.

Examples of released claims, include, but are not limited to the following (except to the extent explicitly preserved by Section 2 (a), above, of this Agreement): (i) claims that in any way relate to allegations of alleged discrimination, retaliation or harassment; (ii) claims that in any way relate to Employee's employment with the Company and/or its conclusion, such as claims for breach of contract, compensation, overtime wages, benefits, promotions, upgrades, bonuses, commissions, lost wages, or unused accrued vacation or sick pay; (iii) claims that in any way relate to any state law contract or tort causes of action; and (iv) any claims to attorneys' fees, costs and/or expenses or other indemnities with respect to claims Employee is releasing.

(b) **Released Parties:** The Released party/parties is/are Acuity Brands Lighting, Inc., all current, future and former parents, subsidiaries, affiliates, related companies, partnerships, or joint ventures related thereto, and, with respect to each of them, their predecessors and successors; and, with respect to each such entity, all of its past, present, and future employees, officers, directors, stockholders, owners, representatives, assigns, attorneys, agents, and any other persons acting by, through, under or in concert with any of the persons or entities listed in this subsection, and their successors (hereinafter the "Released Parties").

(c) **Unknown Claims:** Employee understands that he/she is releasing the Released Parties from claims that he/she may not know about as of the date of the execution of this Agreement, and that is his/her knowing and voluntary intent even though Employee recognizes that someday he/she might learn that some or all of the facts he/she currently believes to be true are untrue and even though he/she might then regret having signed this Agreement. Nevertheless, Employee is expressly assuming that risk and agrees that this Agreement shall remain effective in all respects in any such case. Employee expressly waives all rights he/she might have under any law that is intended to protect him/her from waiving unknown claims Employee understands the significance of doing so. If Employee resides in California, Employee hereby expressly waives the provisions of California Civil Code Section 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." Moreover, this Release does not extend to those rights which, as a matter of law, cannot be waived, including but not limited to, unwaivable rights that Employee may have under the California Labor Code and/or the right to file a charge or complaint with any relevant government agency.

(d) **Ownership of Claims:** Employee represents and warrants that he/she has not sold, assigned or transferred any claim he/she is purporting to release, nor has he/she attempted to do so. Employee expressly represents and warrants that he/she has the full legal authority to enter into this Agreement for himself/herself and his/her estate, and does not require the approval of anyone else to do so.

(e) **Pursuit of Released Claims:** Employee represents that he/she has not filed or caused to be filed any lawsuit, complaint, or charge with respect to any claim this Agreement purports to waive, and he/she promises never to file or prosecute any lawsuit, complaint, or charge

based on such claims. This provision shall not apply to any non-waivable charges or claims brought before any governmental agency. With respect to any such non-waivable claims, however, Employee agrees to waive his/her right (if any) to any monetary or other recovery, including but not limited to reinstatement, should any governmental agency or other third party pursue any claims on his/her behalf, either individually or as part of any class or collective action.

SECTION 3 - PROMISES

(a) **Separation Date:** Employee's employment with the Company will terminate effective _____ ("Separation Date").

(b) **Taxes:** Employee understands that Employer will withhold applicable state and federal taxes from the payments referenced in Section 1(a) of this Agreement. Employee agrees that he/she is ultimately and solely responsible for paying the correct amount of taxes on any amounts he/she receives in connection with this Agreement. Employer will issue Employee an IRS Form W-2 in connection with the payments described in Section 1(a), above. Employee agrees not to make any claim against any Released Party based on how Employer reports amounts paid under this Agreement to tax authorities or if an adverse determination is made as to the tax treatment of any amounts payable under this Agreement. Employee understands and agrees that the Released Parties have no duty to try to prevent such an adverse determination. Employee further agrees to fully indemnify and hold the Released Parties harmless from all expenses, penalties, damages, fees and/or interest charges he/she incurs as a result of not paying taxes on, or withholding taxes from amounts paid to him/her and his/her attorneys under this Agreement.

(c) **Implementation:** Employee agrees to promptly sign any documents and do anything else that is necessary in the future to implement this Agreement.

(d) **FMLA and FLSA Rights Honored:** Employee acknowledges that he/she has received all of the leave from work for family and/or personal medical reasons and/or other benefits to which he/she believes he/she is entitled under Employer's policy and the Family and Medical Leave Act of 1993 ("FMLA"), as amended. Employee has no pending request for FMLA leave with Employer; nor has Employer mistreated Employee in any way on account of any illness or injury to Employee or any member of Employee's family. Employee further acknowledges that he/she has received all of the monetary compensation, including hourly wages, salary and/or overtime compensation, to which he/she believes he/she is entitled under the Fair Labor Standards Act ("FLSA"), as amended.

(e) **False Claims Representations, Cooperation, and Promises:** With this Separation Agreement, Employee acknowledges that he/she has disclosed to the Company's General Counsel in writing any information he/she has concerning any conduct involving the Company that he/she has any reason to believe may be unlawful, unethical or otherwise inappropriate, including conduct in violation of the Sarbanes-Oxley Act of 2002. Employee certifies that to the best of his/her knowledge, information and belief, no member of management or any other employee (including himself) who has a significant role in Employer's internal control over financial reporting has committed any fraud or engaged in any act, practice, or course of conduct that operates or would operate as a fraud or deceit upon any person or entity. Employee promises to cooperate fully with the Company in any investigation the Company undertakes into matters which occurred during his/her employment with the Company. If requested by the Company, Employee will promptly and fully respond to all inquiries from the Company and its representatives relating to any claims or lawsuits which relate to matters which occurred during his/her employment with the Company. If Employee is contacted to participate in any way in any claim, investigation or litigation at any time, he/she agrees to provide the Company's General Counsel with prompt notice; and in no event shall

such notice be delivered to the Company later than two (2) days after receipt by Employee, providing the Company with the opportunity to object to and/or be present at or participate in the proceeding. This Section does not prohibit Employee's participation as a witness if he/she is compelled to appear through an enforceable subpoena or an enforceable court order, but it does require that he/she provide the Company with notice and the opportunity to object and/or participate. Before Employee discloses any Company information or engages in any other activity that could possibly violate the promises he/she has made herein, Employee promises that he/she will discuss his/her proposed actions with the Company's General Counsel, who will inform him/her within seventy-two (72) hours whether the proposed actions would violate these promises.

(f) **ADEA Release Requirements Have Been Satisfied:** Employee understands that this Agreement has to meet certain requirements to validly release any ADEA claims Employee might have had, and Employee represents and warrants that all such requirements have been satisfied. Employee acknowledges that, before signing this Agreement, he/she was given at least twenty one (21) days to consider this Agreement. Employee further acknowledges that: (1) he/she took advantage of as much of this period to consider this Agreement as he/she wished before signing it; (2) he/she carefully read this Agreement; (3) he/she fully understands it; (4) he/she entered into this Agreement knowingly and voluntarily (*i.e.*, free from fraud, duress, coercion, or mistake of fact); (5) this Agreement is in writing and is understandable; (6) in this Agreement, Employee waives current ADEA claims; (7) Employee has not waived future ADEA claims; (8) Employee is receiving valuable consideration in exchange for execution of this Agreement that he/she would not otherwise be entitled to receive such consideration; and (9) Employer hereby encourages and advises Employee in writing to discuss this Agreement with his/her attorney (at his/her own expense) before signing it, and that he/she has done so to the extent he/she deemed appropriate.

SECTION 4 - CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETITION

(a) **Purpose and Reasonableness of Provisions.** Employee acknowledges that the Company and the Parent Company (collectively referred to hereinafter, where applicable, as the "Protected Parties") have furnished and may continue to furnish to Employee Trade Secrets and Confidential Information, which, if used by Employee on behalf of, or disclosed to, a competitor of the Protected Parties or other person, could cause substantial detriment to the Protected Parties. Moreover, the parties recognize that Employee, during the term of her employment with the Company, has developed important relationships with customers, agents and others having valuable business relationships with the Company, and that these relationships may continue to develop during the Severance Period. In view of the foregoing, Employee acknowledges and agrees that the restrictive covenants contained in this Section 4 are reasonably necessary to protect the Protected Parties' legitimate business interests, Confidential Information, and good will.

(b) **Trade Secrets and Confidential Information.** Employee agrees that he/she shall protect the Protected Parties' Trade Secrets (as defined in Paragraph 4(k)(ii) below) and Confidential Information (as defined in Paragraph 4(k)(i) below) and shall not disclose to any person or entity, or otherwise use or disseminate, except in connection with the performance of his/her duties for the Company, any Trade Secrets or Confidential Information; provided, however, that Employee may make disclosures required by a valid order or subpoena issued by a court or administrative agency of competent jurisdiction, in which event Employee will promptly notify the Protected Parties of such order or subpoena to provide the Protected Parties an opportunity to protect their interests. Employee's obligations under this Section 4(b) shall apply after his/her Separation Date, shall continue through the Severance Period, and shall survive any expiration or termination of this Agreement, so long as the information or material remains Confidential Information or a Trade

Secret, as applicable. Employee further confirms that he/she has not and will not offer, disclose or use on Employee's own behalf or on behalf of the Company, any information Employee received prior to employment by the Company which was supplied to Employee confidentially or which Employee should reasonably know to be confidential.

Nothing in this Agreement prohibits Employee from reporting possible violations of federal law or regulation to any governmental agency or entity including but not limited to the Department of Justice, the Securities and Exchange Commission, Congress, or any Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Employee does not need the prior authorization of Employer to make any such reports or disclosures, and Employee is not required to notify Employer that Employee has made such reports or disclosures.

(c) **Return of Property.** Employee agrees to deliver promptly to the Company all files, customer lists, management reports, memoranda, research, Company forms and documents, financial data and reports and other documents (including all such data and documents in electronic form or on flash or external hard drives) of the Protected Parties, supplied to or created by him/her in connection with his/her employment hereunder (including all copies of the foregoing) in his/her possession or control, and all of the Company's equipment (e.g., mobile devices, laptop, computer, flash or hard drives, etc.) and other materials in his/her possession or control. Employee's obligations under this Section 4(c) shall survive any expiration or termination of this Agreement. Employee agrees and covenants to permanently delete any such information residing in electronic format to the best of his/her ability and to not attempt to retrieve it.

(d) **Inventions.** Employee does hereby assign to the Company the entire right, title and interest in any Invention which is or was made or conceived, either solely or jointly with others, during his/her employment with the Company, including during the Severance Period. Employee attests that he/she has disclosed (or promptly will disclose, if during the Severance Period) to the Company all such Inventions. Employee will, if requested, promptly execute and deliver to the Company a specific assignment of title for any such 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.

(e) **Non-Competition.** Employee acknowledges and agrees that, for twelve (12) months after the last day of his/her employment with the Company, he/she will not, directly or indirectly, engage in, provide, or perform any Executive Services on behalf of any person or entity (or in the case of an entity that is organized into divisions or units, any distinct division or operating unit of such entity) in the Territory (as defined below) that derives income from providing goods or services substantially similar to those which comprise the Company's Business.

(f) **Non-Solicitation of Customers and Sales Agents.** Employee acknowledges and agrees that, for twenty-four (24) months after the last day of his/her employment with the Company, Employee will not directly or indirectly solicit Customers (as defined in Paragraph 4(k)(v) below) or Sales Agents (as defined in Paragraph 4(k)(ix) below) of the Company and its affiliates with whom he/she had Material Contact (as defined in Paragraph 4(k)(viii) below) for the purpose of providing goods and/or services competitive with the Company's Business. Notwithstanding the foregoing, this Section shall not prevent Employee, during the course of his/her Severance Period, from soliciting a person or entity that has since discontinued all business communications with the Company.

(g) **Non-Solicitation of Employees and Agents.** Employee acknowledges and agrees that, for twenty-four (24) months after the last day of his/her employment with the Company, Employee will not, directly or indirectly, whether on behalf of Employee or others, solicit, lure or attempt to hire away any of the Company's or its affiliates' employees or agents. Notwithstanding the foregoing, this Section shall not prevent Employee from soliciting an employee or agent that has since discontinued all business dealings with the Company.

(h) **Non-Disparagement:** Employee agrees that he/she will not make any disparaging statements or comments to any person or entity by any medium, whether oral or written, about Employer, any of its affiliates or any of its respective officers, directors, employees, shareholders, agents, representatives or independent contractors. Nor shall Employee communicate to any person or entity by any medium, whether oral or written, any information harmful or adverse to Employer, any of its affiliates or any of its respective officers, directors, employees, shareholders, agents, representatives or independent contractors. Nothing in this section shall prevent Employee from providing truthful testimony pursuant to a lawful subpoena or other court order.

(i) **Injunctive Relief.** Employee acknowledges that if he/she breaches or threatens to breach any of the provisions of this Section 4, his/her actions may cause irreparable harm and damage to the Protected Parties which could not be compensated in damages. Accordingly, if Employee breaches or threatens to breach any of the provisions of this Section 4, the Company (or, if applicable, the Protected Parties) shall be entitled to seek injunctive relief, in addition to any other rights or remedies the Company (or, if applicable, the Protected Parties) may have. The existence of any claim or cause of action by Employee against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company (or, if applicable, the Protected Parties) of Employee's agreements under this Section 4.

(j) **Provisions Severable.** If any provision in this Section 4 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 4 is severable from the other provisions, paragraphs and subparagraphs and constitutes a separate and distinct covenant.

(k) **Definitions:**

(1) "Confidential Information" means:

a. Data and information relating to the Company's Business; disclosed to Employee or of which Employee became aware of as a consequence of Employee's relationship with the Company; having value to the employer; not generally known to the competitors for the employer; and which includes trade secrets, methods of operation, names of customers, price lists, financial information and projections, route books, personnel data, and similar information. For purposes of this Agreement, subject to the foregoing, and according to terminology commonly used by the Company, the Company's Confidential Information shall include, but not be limited to, information pertaining to: (1) Business Opportunities (as defined below); (2) data and compilations of data relating to the Company's Business; (3) compilations of information about, and communications and agreements with, customers and potential customers of the Company; (4) computer software, hardware, network and internet technology utilized, modified or enhanced by the Company or by Employee in furtherance of Employee's duties with the Company; (5) compilations of data

concerning Company products, services, customers, and end users including but not limited to compilations concerning projected sales, new project timelines, inventory reports, sales, and cost and expense reports; (6) compilations of information about the Company's employees and independent contracting consultants; (7) the Company's financial information, including, without limitation, amounts charged to customers and amounts charged to the Company by its vendors, suppliers, and service providers; (8) proposals submitted to the Company's customers, potential customers, wholesalers, distributors, vendors, suppliers and service providers; (9) the Company's marketing strategies and compilations of marketing data; (10) compilations of data or information concerning, and communications and agreements with, vendors, suppliers and licensors to the Company and other sources of technology, products, services or components used in the Company's Business; (11) any information concerning services requested and services performed on behalf of customers of the Company, including planned products or services; and (12) the Company's research and development records and data. Confidential Information also includes any summary, extract or analysis of such information together with information that has been received or disclosed to the Company by any third party as to which the Company has an obligation to treat as confidential.

b. Confidential Information shall not include:

i. Information generally available to the public other than as a result of improper disclosure by Employee;

ii. Information that becomes available to Employee from a source other than the Company (provided Employee has no knowledge that such information was obtained from a source in breach of a duty to the Company);

iii. Information disclosed pursuant to law, regulations or pursuant to a subpoena, court order or legal process; and/or

iv. Information obtained in filings with the Securities and Exchange Commission.

(2) "Trade Secrets" means Confidential Information constituting a trade secret under Georgia Law, O.C.G.A. §§ 10-1-760, *et seq.*

(3) "Executive Services" shall mean the duties and services the Employee performed in his/her executive capacity on behalf of the Company, including anything of the type conducted, authorized, offered, or provided by the Employee in his/her Executive Capacity, within twelve (12) months prior the start of the Severance Period. Employee acknowledges that through the Company's investment of time, training, money, trust, exposure to the public or exposure to customers, vendors or other business relationships during the course of Employee's employment with the Company, Employee was an employee who gained a degree of notoriety, fame, reputation as the Company's representative, as well as a degree of influence or credibility with the employer's customers, vendors, or other business relationships and is intimately involved in the planning for the direction of the Company's business or a defined unit of the business of the Company.

(4) "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 Employee or by Employee's fellow employees for the Company, or (iii) for which equipment, supplies,

facilities, Confidential Information or Trade Secrets of the Protected Parties are used, or (iv) which was developed on the Company's time.

(5) "Customers" means those entities and/or individuals who are customers of Company and/or its affiliates with respect to which, within the two-year period preceding the start of the Severance Period: (i) Employee had material contact on behalf of the Company; (ii) Employee acquired, directly or indirectly, Confidential Information or Trade Secrets as a result of his employment with the Company; and/or (iii) Employee exercised oversight or responsibility of subordinates who engaged in material contact on behalf of the Company.

(6) **[To be updated as the business evolves during Executive's tenure with the Company:]** "Company's Business" means the design, manufacture, installation, servicing, and/or sale of one or more of the following and any related products and/or services: lighting fixtures and systems; lighting control components and systems (including but not limited to dimmers, switches, relays, programmable lighting controllers, sensors, timers, and range extenders for lighting and energy management and other purposes); building management and/or control systems; commercial building lighting controls; intelligent building automation and energy management technologies, products, software and solutions with respect to HVAC systems and HVAC controls and sensors; motorized shading and blind controls; building security and access control and monitoring for fire and life safety; emergency lighting fixtures and systems (including but not limited to exit signs, emergency light units, inverters, back-up power battery packs, and combinations thereof); battery powered and/or photovoltaic lighting fixtures; electric lighting track units; hardware for mounting and hanging electrical lighting fixtures; aluminum, steel and fiberglass fixture poles for electric lighting; light fixture lenses; sound and electromagnetic wave receivers and transmitters; flexible and modular wiring systems and components (namely, flexible branch circuits, attachment plugs, receptacles, connectors and fittings); LED drivers and other power supplies; daylighting systems including but not limited to prismatic skylighting and related controls; organic LED products and technology; medical and patient care lighting devices and systems; indoor positioning products and technology; sensor based information networks; distributed software services; and any wired or wireless communications and monitoring hardware or software related to any of the above.

(7) **[To be updated based on the scope of geography for which Executive worked while at the Company:]** "Territory" means the United States and Canada. Executive acknowledges that the Company is licensed to do business and in fact does business in all fifty states in the United States and all provinces in Canada. Executive further acknowledges that the services he has performed and may continue to perform on behalf of the Company or its affiliates, including executive services, are at a senior managerial level and are not limited in their territorial scope to any particular city, state, or region, but instead affect the Company's activity within the entire United States and Canada. Specifically, Executive provides executive services on the Company's behalf, travels throughout the United States and Canada to attend Company meetings, visit Company factories and distribution centers, meet with Company agents and distributors, and attend trade shows. Accordingly, Executive agrees that these restrictions are reasonable and necessary to protect the Confidential Information, trade secrets, business relationships, and goodwill of the Company.

(8) "Material Contact" shall have the meaning set forth in O.C.G.A. § 13-8-51(10), which includes contact between an employee and each customer or potential customer: with whom or which the employee dealt on behalf of the employer; whose dealings with the employer were coordinated or supervised by the employee; about whom the employee

obtained confidential information in the ordinary course of business as a result of such employee's association with the employer; or who receives products or services authorized by the employer, the sale or provision of which results of resulted in compensation, commissions, or earnings for the employee within two years prior to the date of the start of the Severance Period.

(9) "Sales Agent" is any third-party agency and/or systems integrator, and/or its representatives, with which or whom the Company or its affiliates has contracted for the purpose of facilitating the sale of the Company's or its affiliates' products or services during the last two years of Employee's employment with the Company.

SECTION 5 - CONFIDENTIALITY AND DAMAGES FOR BREACH

(a) Employee represents and warrants that he/she has kept and will keep the nature and content of the discussions related to this Agreement, the existence and/or content of this Agreement, the amount of payment and consideration paid to Employee, and all terms of this Agreement completely confidential. Employee represents and warrants that he/she will not hereafter disclose any information concerning the fact, nature and/or content of the discussions related to this Agreement, the existence and/or content of this Agreement, the amount of payment and consideration paid to Employee, and/or terms of this Agreement to any other person or entity.

(b) Excepted from Section 5(a) for Employee shall be: (i) disclosure under seal in an arbitration to enforce this Agreement, but even then only the paragraph(s) at issue in the proceeding; (ii) legal counsel and tax advisors for the purpose of complying with tax laws and regulations for the preparation and filing of all relevant tax returns; and (iii) his/her spouse. Prior to disclosing any information permitted by this Paragraph, Employee must obtain the agreement by the person or entity permitted hereunder to maintain the information as Confidential. Any breach of this Confidentiality agreement by any person or entity shall be deemed a breach by Employee.

(c) Employee and his/her agents shall not under any circumstances bring to the attention of, solicit or otherwise encourage any person or entity, to solicit or otherwise encourage any inquiry into the fact, nature, and/or content of the discussions related to this Agreement, the existence and/or content of this Agreement, the amount of payment and consideration paid to Employee, and/or any of the terms of this Agreement. If contacted or asked by any person or entity as to the status of the Agreement, the disposition, fact, nature, or content of the discussions related to this Agreement, the existence and/or content of this Agreement, the amount of payment and consideration paid to Employee, and/or any of the terms of this Agreement, Employee agrees that he/she will say only that "I will not comment."

(d) Employee agrees that he/she will not solicit or otherwise encourage any person or entity to seek this Agreement or the terms of this Agreement in any proceeding, agency investigation, litigation or arbitration. Likewise, Employee will not voluntarily participate in any proceeding, litigation or arbitration against Employer. Should Employee receive an enforceable subpoena or an enforceable court order, he/she agrees to provide Employer with prompt notice; and in no event shall such notice be delivered to the Company later than two (2) days after receipt by Employee, providing Employer with the opportunity to object to and/or be present at or participate in the proceeding. Employee agrees to fully cooperate with Employer in opposing any effort by any person or entity to obtain this Agreement or its terms and to refrain from responding or otherwise participating with respect to the disclosure of this Agreement or its terms until a Court of competent jurisdiction has ruled on Employer's and Employee's joint objections. Nothing in this Paragraph

shall require Employee to disobey a final Court or other final enforceable order to produce this Agreement or disclose its terms.

(e) Any disclosure of the terms of this Agreement by Employee or anyone permitted hereunder to any person or entity not permitted by this Agreement shall be deemed a violation by Employee of this Agreement and subject to the damages articulated in Section 5(f) of this Agreement.

(f) In addition to any other remedies or relief that may be available, Employee agrees that Employer will be irreparably harmed by any actual or threatened violation of the Sections 5(a) - 5(d) of this Agreement, and that Employer will be entitled to an injunction prohibiting Employee from committing any such violation. Employee agrees that damages to Employer arising from a breach of this Agreement are likely to be difficult to quantify, and therefore agree that if an arbitrator determines that there has been a breach of this Agreement by Employee, Employer will necessarily have suffered some injury and will be entitled to liquidated minimum damages in the amount of fifteen percent (15%) of the amount paid by Employer to Employee following the execution of this Agreement, **per breach**, unless Employer proves greater damages. Employee agrees that the amount set forth as liquidated damages is not a penalty, but is instead a minimum amount of damages per incident for a breach of this Agreement. Employee is solely liable and responsible for his/her breach of the Agreement. The amount shall be payable to Employer. In addition, if an arbitrator finds that Employee breached any of the Confidentiality provisions, Sections 5(a) - 5(d), Employee agrees to pay the reasonable attorneys' fees incurred by each affected entity bringing the action.

SECTION 6 - ARBITRATION

(a) Any dispute relating to the interpretation or enforcement of this Agreement, Employee's employment with Employer, or the termination thereof will be subject to confidential, binding arbitration under the Federal Arbitration Act and the rules of the American Arbitration Association. Such arbitration will occur in Conyers, GA. Judgment upon the award rendered may be entered in any court of competent jurisdiction. The arbitrator's fee will be paid by Employer, except that if Employee is the initiating party, he/she will pay \$250.00 towards the cost of arbitration. Each side shall otherwise bear their own attorneys' fees, costs, and expenses incurred during the arbitration. Nothing in this Section limits the right of Employer to enjoin in a court of competent jurisdiction any breach of Sections 4 and 5 under this Agreement.

SECTION 7 - MISCELLANEOUS

(a) **Entire Agreement:** This is the entire agreement between the Parties with respect to the subject matter hereto. This Agreement may not be changed, modified, waived, discharged or terminated orally, or in any manner other than by an instrument in writing signed by Employee and an authorized official of Employer. Employee acknowledges that neither Employer nor any of its agents, representatives or attorneys has made any representations or promises to him/her other than those in or expressly referred to by this Agreement.

(b) **Nonadmission of Liability:** Employee agrees that this Agreement shall not in any way be construed or interpreted as an admission of liability or wrongdoing by Employer, any such liability or wrongdoing being expressly denied.

(c) **Successors:** Employee agrees that this Agreement binds all of his/her heirs, administrators, representatives, executors, successors, attorneys and assigns, and will inure to

the benefit of all Released Parties and their respective heirs, administrators, representatives, executors, successors, and assigns.

(d) **Interpretation:** This Agreement shall be construed as a whole according to its fair meaning. It shall not be construed strictly for or against Employee or Employer. Unless the context indicates otherwise, the term "or" shall be deemed to include the term "and" and the singular or plural number shall be deemed to include the other. Captions are intended solely for convenience of reference and shall not be used in the interpretation of this Agreement.

(e) **Waiver:** The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

(f) **Severability:** In the event any section, paragraph, clause, phrase or word of this Agreement is declared or adjudged to be invalid or unenforceable, such declaration or adjudication shall not affect the remaining sections of this Agreement. If any waiver or release contained in this Agreement is determined to be contrary to any applicable law or public policy, such waiver or release shall be effective to the maximum extent permitted by law.

(g) **Counterparts:** This Agreement may be signed in two or more identical counterparts, each of which shall be deemed an original and all of which, together, shall be deemed one and the same instrument. A signature transmitted by facsimile shall be deemed the equivalent of an original signature. This Agreement will not be effective until all parties have duly executed it. The effective date of this Agreement will be the date on which the last of the parties executes it.

(h) **Governing Law:** Except to the extent governed by federal law, this Agreement shall be deemed to have been executed in the State of Georgia without giving effect to its conflict of law principles, and all matters pertaining to the validity, construction, interpretation, and effect of this Agreement shall be governed by the laws of the State of Georgia. The language contained in this Agreement shall be deemed to be that negotiated and approved by both Parties and no rule of strict construction shall be applied against either party.

(i) **Revocation:** For a period of at least seven (7) days following the execution of such agreement, Employee may revoke this Agreement. If Employee wishes to revoke this Agreement in its entirety, he/she must make a revocation in writing which must be delivered by hand or confirmed facsimile before 5:00 p.m. of the seventh day of the revocation period to Carrie Russell, One Lithonia Way, Conyers, Georgia 30012, otherwise the revocation will not be effective. If Employee timely revokes this Agreement, Employer shall retain payments and benefits otherwise payable to Employee under this Agreement. Employee's employment shall be immediately terminated, and no further remuneration shall be paid to Employee.

(j) **Access to Independent Legal Counsel; Knowing and Voluntary Execution:** **EMPLOYEE ACKNOWLEDGES THAT HE/SHE HAS BEEN ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL OF HIS/HER OWN CHOOSING IN CONNECTION WITH ENTERING INTO THIS AGREEMENT. EMPLOYEE FURTHER ACKNOWLEDGES THAT IF DESIRED, HIS/HER LEGAL COUNSEL HAS REVIEWED THIS AGREEMENT, THAT EMPLOYEE FULLY UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT EMPLOYEE AGREES TO BE FULLY BOUND BY AND SUBJECT THERETO. EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT AND KNOWS AND UNDERSTANDS THE CONTENTS THEREOF, AND THAT HE/SHE EXECUTES THE SAME AS HIS/HER OWN FREE ACT AND DEED.**

FORM OF AGREEMENT**CHANGE IN CONTROL AGREEMENT**

THIS CHANGE IN CONTROL AGREEMENT ("Agreement") is made as of January 31, 2020, by and between Acuity Brands, Inc. (the "Company") and Neil M. Ashe (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 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 Change in Control and to ensure Executive's continued dedication and efforts in such event without undue concern for Executive's personal financial and employment security; and

WHEREAS, in order to continue to induce the Executive to provide services to the Company (including its subsidiary corporations), particularly in the event of the occurrence of a Change in Control, the Company desires to enter into this Agreement with the Executive to provide the Executive with certain benefits in the event his/her employment is terminated as a result of, or in connection with, a Change in Control and to provide the Executive with certain other benefits whether or not the Executive's employment is terminated; and

WHEREAS, this Agreement is not intended to provide for the deferral of compensation within the meaning of Section 409A of the Code, but rather, is intended to satisfy the short-term deferral exemption under Treasury Regulation ("Treas. Reg.") §1.409A-1(b)(4) in tandem with the separation pay exemption under Treas. Reg. §1.409A-1(b)(9); and

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

1. Term of Agreement.

1.1 This Agreement shall commence on the date hereof and shall continue unless or until terminated as provided herein. 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.

1.2 Each place in this Agreement where a reference to the "Company" appears that relates to the Executive's employment, restrictive covenants, 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 service recipient of the Executive's services. 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 definition of “Change in Control” and similar references to changes in ownership and control of the Company shall mean and refer only to Acuity Brands, Inc., a Delaware corporation.

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 Executive’s 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 or a committee of 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 a lack of good faith and without a reasonable belief that Executive’s 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 thirty percent (30%) or more of the combined voting power of the Company’s then outstanding voting securities; or

(b) The individuals who, as of the day and year first written above, are members of the Board (the “Incumbent Board”), cease for any reason to constitute at least fifty percent (50%) 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;

(d) Consummation of 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; or

(e) The stockholders of the Company approve the sale of all or substantially all of the assets of the Company or any merger, consolidation, issuance of securities or purchase of assets, the result of which would be the occurrence of any event described in clause (c) or (d) above.

Notwithstanding the foregoing, a Change in Control shall not be deemed to occur pursuant to Section 2.2(a), solely because thirty percent (30%) or more of the combined voting power of the Company's then outstanding securities is acquired by (i) a trustee or other fiduciary holding securities under one or more employee benefit plans maintained by the Company or any of its subsidiaries or (ii) any corporation which, immediately prior to such acquisition, is owned directly or indirectly by the stockholders of the Company in the same proportion as their ownership of stock in the Company immediately prior to such acquisition (hereinafter referred to as "Related Persons").

2.3 Code. For purposes of this Agreement, "Code" means the Internal Revenue Code of 1986, as amended.

2.4 Company's Business. For purposes of this Agreement, "Company's Business" means the design, manufacture, installation, servicing, and/or sale of one or more of the following and any related products and/or services: lighting fixtures and systems; lighting control components and systems (including but not limited to dimmers, switches, relays, programmable lighting controllers, sensors, timers, and range extenders for lighting and energy management and other purposes); building management and/or control systems; commercial building lighting controls; intelligent building automation and energy management technologies, products, software and solutions with respect to HVAC systems and HVAC controls and sensors; motorized shading and blind controls; building security and access control and monitoring for fire and life safety; emergency lighting fixtures and systems (including but not limited to exit signs, emergency light units, inverters, back-up power battery packs, and combinations thereof); battery powered and/or photovoltaic lighting fixtures; electric lighting track units; hardware for mounting and hanging electrical lighting fixtures; aluminum, steel and fiberglass fixture poles for electric lighting; light fixture lenses; sound and electromagnetic wave receivers and transmitters; flexible and modular wiring systems and components (namely, flexible branch circuits, attachment plugs, receptacles, connectors and fittings); LED drivers and other power supplies; daylighting systems including but not limited to prismatic skylighting and related controls; organic LED products and technology; medical and patient care lighting devices and system; indoor positioning products and technology; sensor based information networks; distributed software services; and any wired or wireless communications and monitoring hardware or software related to any of the above.

2.5 Confidential Information. For purposes of this Agreement, "Confidential Information" means:

(a) Data and information relating to the Company's Business; disclosed to Executive or of which Executive became aware of as a consequence of Executive's relationship with the Company; having value to the employer; not generally known to the competitors for the employer; and which includes trade secrets, methods of operation, names of customers, price lists, financial information and projections, route books, personnel data, and similar information. For purposes of this Agreement, subject to the foregoing, and according to terminology commonly used by the Company, the Company's Confidential Information shall include, but not be limited to, information pertaining to: (1) business opportunities; (2) data and compilations of data relating to the Company's Business; (3) compilations of information about, and communications and agreements with, customers and potential customers of the Company; (4) computer software, hardware, network and internet technology utilized, modified or enhanced by the Company or by

Executive in furtherance of Executive's duties with the Company; (5) compilations of data concerning Company products, services, customers, and end users including but not limited to compilations concerning projected sales, new project timelines, inventory reports, sales, and cost and expense reports; (6) compilations of information about the Company's employees and independent contracting consultants; (7) the Company's financial information, including, without limitation, amounts charged to customers and amounts charged to the Company by its vendors, suppliers, and service providers; (8) proposals submitted to the Company's customers, potential customers, wholesalers, distributors, vendors, suppliers and service providers; (9) the Company's marketing strategies and compilations of marketing data; (10) compilations of data or information concerning, and communications and agreements with, vendors, suppliers and licensors to the Company and other sources of technology, products, services or components used in the Company's Business; (11) any information concerning services requested and services performed on behalf of customers of the Company, including planned products or services; and (12) the Company's research and development records and data. Confidential Information also includes any summary, extract or analysis of such information together with information that has been received or disclosed to the Company by any third party as to which the Company has an obligation to treat as confidential.

(b) Confidential Information shall not include:

- (i) Information generally available to the public other than as a result of improper disclosure by Executive;
- (ii) Information that becomes available to Executive from a source other than the Company (provided Executive has no knowledge that such information was obtained from a source in breach of a duty to the Company);
- (iii) Information disclosed pursuant to law, regulations or pursuant to a subpoena, court order or legal process; and/or
- (iv) Information obtained in filings with the Securities and Exchange Commission.

2.6 Covered Period. For purposes of this Agreement, "Covered Period" means the period of time beginning on the first occurrence of a Change in Control and lasting through the twenty-four month anniversary of the occurrence of the Change in Control. The Covered Period shall also include the six-month period before the occurrence of the Change in Control if a Qualifying Termination occurs during such period at the request of a Third Party in anticipation of the Change in Control and the Change in Control occurs.

2.7 Customers. For purposes of this Agreement, "Customers" means those entities and/or individuals who are customers of the Company and/or its affiliates with respect to which, within the two-year period preceding Executive's Termination Date: (i) Executive had Material Contact on behalf of the Company; (ii) Executive acquired, directly or indirectly, Confidential Information or Trade Secrets as a result of Executive's employment with the Company; and/or (iii) Executive exercised oversight or responsibility of subordinates who engaged in Material Contact on behalf of the Company.

2.8 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 Code Section 22(e)(3).

2.9 Good Reason.

(a) For purposes of this Agreement, "Good Reason" shall mean the Executive terminated his/her employment with the Company and its subsidiaries because, during the Covered Period, one or more of the following conditions arose and the Executive notified the Company of such condition within ninety (90) days of its occurrence and the Company did not remedy such condition within thirty (30) days:

(i) a material diminution in the Executive's authority, duties, or responsibilities (including reporting responsibilities) which, in the Executive's reasonable judgment, represents an adverse change from Executive's status, title, position or responsibilities as in effect immediately prior thereto;

(ii) 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;

(iii) 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; or

(iv) any material breach by the Company of any provision of this Agreement or the employment letter dated January 8, 2020.

(b) Any event or condition described in this Section 2.9 which occurs during the Covered Period and which the Executive reasonably demonstrates 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") shall constitute Good Reason for purposes of this Agreement.

(c) The Executive's right to terminate his/her employment pursuant to this Section 2.9 shall not be affected by Executive's incapacity due to physical or mental illness.

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

2.11 Material Contact. For purposes of this Agreement, "Material Contact" shall have the meaning set forth in O.C.G.A. § 13-8-51(10), which includes contact between an employee and each customer or potential customer: with whom or which the Executive dealt on behalf of the Company; whose dealings with the Company were coordinated or supervised by the Executive; about whom the Executive obtained Confidential Information in the ordinary course of business as a result of Executive's association with the Company; or who receives products or services authorized by the Company, the sale or provision of which results or resulted in compensation, commissions, or earnings for the Executive within two years prior to the Executive's Termination Date.

2.12 Sales Agent. For purposes of this Agreement, "Sales Agent" is any third-party agency, and/or its representatives, with which or whom the Company has contracted for the purpose of facilitating the sale of the Company's products.

2.13 Termination Date. For purposes of this Agreement, "Termination Date" shall mean the date the Executive ceases employment with the Company and its subsidiaries and has incurred a "Separation from Service" as such is defined under Treas. Reg. § 1.409A-1(h) which means the termination of the Executive's employment with the Company for reasons other than death or Disability. Whether a Separation from Service takes place is determined based on the facts and circumstances surrounding the termination of the Executive's employment and whether the Company and the Executive intended for the Executive to provide significant services for the Company following such termination. A change in the Executive's employment status will not be considered a Separation from Service if:

(a) the Executive continues to provide services as an employee of the Company at an annual rate that is twenty percent (20%) or more of the services rendered, on average, during the immediately preceding three full calendar years of employment (or, if employed less than three years, such lesser period) and the annual remuneration for such services is twenty percent (20%) or more of the average annual remuneration earned during the final three full calendar years of employment (or, if less, such lesser period), or

(b) the Executive continues to provide services to the Company in a capacity other than as an employee of the Company at an annual rate that is fifty percent (50%) or more of the services rendered, on average, during the immediately preceding three full calendar years of employment (or if employed less than three years, such lesser period) and the annual remuneration for such services is fifty percent (50%) or more of the average annual remuneration earned during the final three full calendar years of employment (or if less, such lesser period).

For purposes of determining whether a termination of employment has occurred, a reference to the Company shall also be deemed a reference to any affiliate thereof within the contemplation of Code Sections 414(b) and 414(c).

2.14 Territory. For purposes of this Agreement, "Territory" means the United States, Canada and Mexico. Executive acknowledges that the Company is licensed to do business and in fact does business in all fifty states in the United States. Executive further acknowledges that the services he has performed and may continue to perform on behalf of the Company or its affiliates, including executive services, are at a senior managerial level and are not limited in their territorial scope to any particular city, state, or region, but instead affect the Company's activity within the entire United States. Specifically, Executive provides executive services on the Company's behalf, travels throughout the United States to attend Company meetings, visit Company factories and distribution centers, meet with Company agents and distributors, and attend trade shows. Accordingly, Executive agrees that these restrictions are reasonable and necessary to protect the Confidential Information, trade secrets, business relationships, and goodwill of the Company.

2.15 Trade Secrets. For purposes of this Agreement, "Trade Secrets." means Confidential Information constituting a trade secret under Georgia Law, O.C.G.A. §§ 10-1-760, *et seq.*

2.16 1934 Act. For purposes of this Agreement, "1934 Act" means 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 during the Covered Period, 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 is terminated (1) by the Company for Cause, (2) due to Disability, (3) by reason of the Executive's death, or (4) by the Executive other than for Good Reason, then the Company shall pay the Executive or his/her estate, as applicable, on the next regular payroll cycle following the Termination Date, 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/her 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 greater 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. In the event Executive becomes entitled to the Pro Rata Bonus under this Section 3.1 and also to a bonus under the Company's incentive plan in connection with a Change in Control, Executive shall be entitled to receive whichever bonus amount is greater and Executive shall not receive a duplicate bonus pursuant to such Sections.

b. If during the Covered Period, the Executive's employment with the Company is terminated, (1) by the Company other than for Cause, 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 as set forth in Section 3.2(a);

(ii) the Company shall pay the Executive as severance pay and in lieu of any further compensation for periods subsequent to the Termination Date, a single payment in an amount (the "Severance Amount") in cash equal to three (3.0) 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.

(iii) The term life insurance coverages provided to Executive at his/her Termination Date shall be continued at the same level as for active executives and in the same manner as if Executive's employment had not terminated, beginning on the Termination Date and ending on the last day of the severance period. If the terms of any benefit plan 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 3.1(b)(iii) shall cease if Executive obtains other employment and, as a result of such employment, life insurance benefits are available to Executive.

(iv) If Executive timely elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") under the Company's group medical plan following termination of his/her employment, the Company will pay Executive a monthly amount equal to the Company's subsidy towards the cost of medical coverage for similarly-situated active employees enrolled in the same coverage in which the Executive was enrolled at the time of the Termination Date (the "COBRA Subsidy"), as reduced by any applicable withholding. The Company shall pay the COBRA Subsidy until the earliest of (a) the date Executive qualifies under another employer-sponsored medical plan, or (b) the end of the three (3) year period following the Termination Date.

(v) 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 three (3.0) complete years of credited service, (y) Executive's annual compensation during each year of such period been equal to Executive's Base Salary and the Bonus Amount, and (z) Executive had been fully (100%) vested in his/her 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;

(vi) 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 three (3.0) years, Executive's annual compensation during such period had been equal to Executive's 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

(vii) (A) the restrictions on any outstanding time-based incentive awards (including restricted stock and restricted stock units) granted to the Executive under the Amended and Restated Acuity Brands, Inc. 2012 Omnibus Equity Incentive Plan or under any other incentive plan or arrangement shall lapse and such incentive awards shall become one hundred percent (100%) vested, (B) all time-based stock options and stock appreciation rights granted to the Executive shall become immediately exercisable and shall become 100% vested (other than stock

options that are also subject to Acuity shares of common stock achieving specified share price targets, which will only become vested and exercisable if such share price targets have been achieved as of the Termination Date), (C) Performance Shares/Units granted to Executive shall become 100% vested at target levels, and (D) 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) and (v) shall be paid within twenty (20) days after the Executive's Termination Date (and in no event later than March 15th of the year following the Termination Date) and all amounts shall be subject to applicable Federal, state and local tax withholding.

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 Code Section 280G.

a. Notwithstanding any other provision of this Agreement or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company or its affiliates to the Executive or for the Executive's benefit pursuant to the terms of this Agreement or otherwise ("Covered Payments") constitute parachute payments ("Parachute Payments") within the meaning of Section 280G of the Code and would, but for this Section 3.2 be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "Excise Tax"), then prior to making the Covered Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to the Executive of the Covered Payments after payment of the Excise Tax to (ii) the Net Benefit payable to the Executive if the Covered Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the Covered Payments be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax (that amount, the "Reduced Amount"). "Net Benefit" shall mean the present value of the Covered Payments net of all federal, state, local, foreign income, employment and excise taxes.

b. The Covered Payments shall be reduced in a manner that maximizes the Executive's economic position. In applying this principle, the reduction shall be made in a manner consistent with the requirements of Section 409A of the Code, and where two economically equivalent amounts are subject to reduction but payable at different times, such amounts shall be reduced on a pro rata basis but not below zero.

c. Any determination required under this Section 3.2, including whether any payments or benefits are parachute payments, shall be made by the Company in its sole discretion. The Executive shall provide the Company with such information and documents as the Company may reasonably request in order to make a determination under this Section 3.2. The Company's determination shall be final and binding on the Executive.

d. It is possible that after the determinations and selections made pursuant to this Section 3.2 the Executive will receive Covered Payments that are in the aggregate more than

the amount provided under this Section 3.2 ("Overpayment") or less than the amount provided under this Section 3.2 ("Underpayment").

(i) In the event that it is established pursuant to a final determination of a court or an Internal Revenue Service proceeding that has been finally and conclusively resolved that an Overpayment has been made, then the Executive shall pay any such Overpayment to the Company together with interest at the applicable federal rate (as defined in Section 7872(f)(2)(A) of the Code) from the date of the Executive's receipt of the Overpayment until the date of repayment.

(ii) In the event that a court of competent jurisdiction determines that an Underpayment has occurred, any such Underpayment will be paid promptly by the Company to or for the benefit of the Executive together with interest at the applicable federal rate (as defined in Section 7872(f)(2)(A) of the Code) from the date the amount would have otherwise been paid to the Executive until the payment date.

3.3 If, as a result of Executive's termination of employment, Executive becomes entitled to compensation and benefits under this Agreement and under any Severance Agreement ("Severance Agreement"), between Executive and the Company or under any severance plan provided by the Company, there shall be no duplication of benefits and Executive shall only be entitled to receive benefits under whichever agreement or plan provides Executive the greater aggregate amount. The Executive will be fully bound by all of the terms and conditions of the agreement under which he receives benefits. Except as provided in the preceding sentences, 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 to which the Executive may be entitled under any Company severance plan, program or arrangement for a termination of employment covered by such circumstances, except that if the severance pay of the type referenced in Section 3.1(b)(2) and provided under such other plans, programs or arrangements is greater than the amount calculated under Section 3.1(b)(2), then that greater amount and not the amount under Section 3.1(b)(2) shall be paid. To the extent applicable, this Agreement is intended to provide for compensation which satisfies the short-term deferral exemption under Treas. Reg. §1.409A-1(b)(4) and/or the separation pay exemption under Treas. Reg. §1.409A-1(b)(9). To the extent any benefits hereunder may be deferred compensation within the meaning of Code Section 409A, the Company shall have authority to take action, or refrain from taking any action, with respect to the payments of such benefits under this Agreement that is reasonably necessary to comply with Code Section 409A. Specifically, the Company shall have the authority to delay the commencement of payments to "key employees" of the Company (as determined by the Company in accordance with procedures established by the Company that are consistent with Code Section 409A) to a date which is six months after the date of Executive's Termination Date (and on such date the payments that would otherwise have been made during such six-month period shall be made) to the extent such delay is required under the provisions of Code Section 409A. Any reimbursements provided under this Agreement that constitute deferred compensation within the meaning of Code Section 409A shall be made or provided in accordance with the requirements of Code Section 409A, including, without limitation, that (i) in no event shall any fees, expenses or other amounts eligible to be reimbursed by the Company under this Agreement be paid later than the last day of the calendar year next following the calendar year in which the applicable fees, expenses or other amounts were incurred; (ii) the amount of expenses eligible for reimbursement in any given calendar year shall not affect the expenses that the Company is obligated to reimburse in any other calendar year, provided that the foregoing clause (ii) shall not be violated with regard to expenses reimbursed under any arrangement covered by Code Section 105(b) solely because such expenses are subject to a limit related to the period the arrangement is in effect; (iii) the Executive's right to have the Company pay or provide such reimbursements may not be liquidated or exchanged for any other benefit; and (iv) in no event shall

the Company's obligations to make such reimbursements apply later than the Executive's remaining lifetime.

3.4 Notice of Termination. During the Covered Period, 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.

3.3 Trade Secrets and Confidential Information, Non-Disparagement.

a. Executive agrees that he/she shall protect the Company's and its affiliates' Trade Secrets and Confidential Information and shall not disclose to any person or entity, or otherwise use or disseminate, except in connection with the performance of his/her 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 or its affiliates of such order or subpoena to provide the Company or its affiliates an opportunity to protect their interests. Executive's obligations under this Section 3.5 shall apply during his/her employment and after his/her Termination Date, shall continue through any severance period, and shall survive any expiration or termination of this Agreement, so long as the information or material remains Confidential Information or a Trade Secret, as applicable.

b. Executive further confirms that during his/her employment with the Company, he/she has not and 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.

c. Nothing in this Agreement prohibits Executive from reporting possible violations of federal law or regulation to any governmental agency or entity including but not limited to the Department of Justice, the Securities and Exchange Commission, Congress, or any Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Executive does not need the prior authorization of Company to make any such reports or disclosures, and Executive is not required to notify Company that Executive has made such reports or disclosures. Notwithstanding any other provision of this agreement, Executive will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed under seal in a lawsuit or other proceeding. If Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the Company's trade secrets to Executive's attorney and use the trade secret information in the court proceeding if Executive (A) files any document containing trade secrets under seal; and (B) does not disclose trade secrets, except pursuant to court order.

d. Executive agrees that he/she will not make any disparaging statements or comments to any person or entity by any medium, whether oral or written, about Company, any of its affiliates or any of its respective officers, directors, employees, shareholders, agents, representatives or independent contractors. Nor shall Executive communicate to any person or

entity by any medium, whether oral or written, any information harmful or adverse to Company, any of its affiliates or any of its respective officers, directors, employees, shareholders, agents, representatives or independent contractors. Nothing in this section shall prevent Executive from providing truthful testimony pursuant to a lawful subpoena or other court order.

4. Non-Competition, Non-Solicitation, Inventions.

4.1 Executive acknowledges and agrees that both during his/her employment and for twelve (12) months after the Termination Date, he/she has not and will not, directly or indirectly, engage in, provide, or perform any duties or services of the type conducted, authorized, offered, or provided by Executive in his/her capacity as an employee on behalf of the Company within twelve (12) months prior to the Termination Date, on behalf of any person or entity (or in the case of an entity that is organized into divisions or units, any distinct division or operating unit of such entity) in the Territory that derives income from providing goods or services substantially similar to those which comprise the Company's Business.

4.2 Executive acknowledges and agrees that both during his/her employment and for twenty-four (24) months after the last day of his/her employment with the Company, Executive has not and will not directly or indirectly solicit Customers or Sales Agents with whom he/she had Material Contact for the purpose of providing goods and/or services competitive with the Company's Business. Notwithstanding the foregoing, this Section shall not prevent Executive, during the course of the restricted period referenced above, from soliciting a person or entity that has since discontinued all business communications with the Company.

4.3 Executive acknowledges and agrees that both during his/her employment and for twenty-four (24) months after the last day of his/her employment with the Company, Executive has not and will not, directly or indirectly, whether on behalf of Executive or others, solicit, lure or attempt to hire away any of the Company's or its affiliates' employees or agents. Notwithstanding the foregoing, this Section shall not prevent Executive from soliciting an employee or agent that has since discontinued all business dealings with the Company.

4.4 Executive does hereby assign to the Company the entire right, title and interest in any Invention which is or was made or conceived, either solely or jointly with others, during his/her employment with the Company. Executive attests that he/she has disclosed or will disclose to the Company all such Inventions. Executive will, if requested, promptly execute and deliver to the Company a specific assignment of title for any such 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. Successors; Binding Agreement.

2.1 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 Termination Date. 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.

2.2 Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by the Executive, his/her 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.

6. 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 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 expenses occurred on or after a Change in Control.

7. 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.

8. Non-Exclusivity of Rights. Except as otherwise specifically provided herein, 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.

9. 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.

10. 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.

11. 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.
12. Termination, Amendments and Modifications. This Agreement may be terminated, amended or modified only by a writing signed by both parties hereto, which makes specific reference to this Agreement.
13. 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.
14. 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.
15. Entire Agreement. This Agreement encompasses the entire agreement of the parties with respect to the subject matter hereto and supersedes all previous understandings and agreements between them with respect to the subject matter hereto, whether oral or written, except that the restrictive covenants in this Agreement shall not supersede any restrictive covenants set forth in any other agreement between the Company and Executive ("Other Restrictive Covenants"). To the extent that the Other Restrictive Covenants conflict with the provisions contained in this Agreement, the provisions that are more restrictive on Executive will control. The parties hereby acknowledge and represent, that they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

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: /s/ Vernon J. Nagel

Vernon J. Nagel

Chairman, President & Chief Executive
Officer

EXECUTIVE

APPENDIX A
BENEFIT PLANS AND AGREEMENTS

(Applicable to the Extent Executive Participates in Such Plans and Agreements)

- Management Cash Incentive Plan
- Omnibus Stock Incentive Compensation Plan (or similar equity plan)
- 401(k) Plan (or similar ERISA-based deferred compensation plan covering the Executive)
- 2002 Supplemental Executive Retirement Plan (or similar supplemental retirement plan covering the Executive)

Acuity Brands Appoints Neil M. Ashe as Next President and Chief Executive Officer

Atlanta, Jan. 08, 2020 (GLOBE NEWSWIRE) -- Acuity Brands, Inc. (NYSE: AYI) (the "Company") announced today that Neil M. Ashe will become its next President and Chief Executive Officer ("CEO") effective January 31, 2020. Additionally, the Board of Directors ("Board") appointed Mr. Ashe as a member of the Board effective January 31, 2020. Mr. Ashe, 52, will take over the CEO position from Vernon J. Nagel, who will remain with the Company in the newly created role of Executive Chairman. Mr. Ashe will also become the President of Acuity Brands replacing Richard K. Reece, who will become Executive Vice President of the Company and President of Acuity Brands Lighting, the primary operating subsidiary of the Company. The appointment of Mr. Ashe as President and CEO of Acuity Brands culminates an orderly succession plan for certain senior leadership positions which began almost a year ago.

Mr. Nagel commented, "On behalf of the Board, we are extremely excited to have attracted a leader with the skill and experience of Neil to lead our great company in the next chapter of its evolution. While our succession plan anticipated me as CEO for a longer period, we accelerated our timetable to attract Neil as our next leader. His background and success in leading technology-oriented organizations is an ideal fit for Acuity Brands as we continue our journey to be an industrial technology leader. We have a tremendous company with great associates and market-leading solutions with a very strong financial profile that will provide Neil and the team the ability to create strategies that I believe will meaningfully enhance value for our key stakeholders. Neil brings a strong and successful entrepreneurial background to Acuity, including President & CEO of Global eCommerce & Technology at Walmart, Inc., President of CBS Interactive and CEO of CNET Networks, Inc. In each of these roles Neil and his teams created significant shareholder value."

Mr. Ashe commented, "I'm honored to be the next CEO of Acuity Brands and I'm pleased to partner with and succeed Vern. I've had the pleasure of leading transformations at some of the most important internet, media and commerce companies. What they all have in common is a commitment to customers, an ability and willingness to innovate and change, and a dynamic and talented group of associates who are passionate about building great businesses.

Ashe continued, "Acuity Brands is a company with a strong strategic, operating and financial foundation. I'm excited to partner with the talented associates of Acuity to take the Company forward and to build an even more exciting and dynamic company on this foundation."

Mr. Nagel concluded, "It has been a privilege and an honor for me to lead the great associates of Acuity Brands for the last 15 years. We successfully navigated one of the greatest technology transformations faced by any industry with the advent of digital lighting, and over that time period more than doubled our sales, tripled our operating margins, became the clear industry leader, and saw an eight-fold increase in

shareholder value. Today our platform is strong, and we see exciting new opportunities in the years to come. With Neil's leadership skills and background, Acuity Brands is uniquely positioned to exploit these opportunities."

About Acuity Brands

Acuity Brands, Inc. (NYSE: AYI) is the North American market leader and one of the world's leading providers of lighting and building management solutions. With fiscal year 2019 net sales of \$3.7 billion, Acuity Brands currently employs approximately 12,000 associates and is headquartered in Atlanta, Georgia with operations throughout North America, and in Europe and Asia. The Company's products and solutions are sold under various brands, including Lithonia Lighting®, Holophane®, Aculux®, A-Light™, American Electric Lighting®, Antique Street Lamps™, Atrius®, Cyclone™, DGLogik™, Distech Controls®, DTL®, eldoLED®, Eureka®, Gotham®, Healthcare Lighting®, Hydrel®, Indy™, IOTA®, Juno®, Lucid®, Luminaire LED™, Luminis®, Mark Architectural Lighting™, nLight®, Peerless®, RELOC® Wiring, ROAM®, Sensor Switch®, Sunoptics® and Winona® Lighting. Visit us at www.acuitybrands.com.

Forward Looking Information

This release contains forward-looking statements, within the meaning of the Private Securities Litigation Reform Act of 1995. Statements that may be considered forward-looking include statements incorporating terms such as "expects," "believes," "intends," "estimates", "forecasts," "anticipates," "will," "may," "should", "suggests," "remain," and similar terms that relate to future events, performance, or results of the Company and specifically include statements made in this press release regarding expectations of enhanced shareholder value, future opportunities for Acuity Brands and Mr. Ashe's leadership as the Company's new CEO. Forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from the historical experience of Acuity Brands and management's present expectations or projections. These risks and uncertainties include, but are not limited to, customer and supplier relationships and prices; competition; ability to realize anticipated benefits from initiatives taken and timing of benefits; market demand; litigation and other contingent liabilities; and economic, political, governmental, and technological factors affecting the Company. Please see the other risk factors more fully described in the Company's SEC filings including risks discussed in Part I, "Item 1a. Risk Factors" in the Company's Annual Report on Form 10-K for the year ended August 31, 2019. The discussion of those risks is specifically incorporated herein by reference. Management believes these forward-looking statements are reasonable; however, undue reliance should not be placed on any forward-looking statements, which are based on current expectations. Further, forward-looking statements speak only as of the date they are made, and management undertakes no obligation to update publicly any of them in light of new information or future events.

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