

SECURITIES AND EXCHANGE COMMISSION
 Washington, D.C. 20549

 FORM S-8
 REGISTRATION STATEMENT
 UNDER
 THE SECURITIES ACT OF 1933

ABM INDUSTRIES INCORPORATED
 (EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

DELAWARE (STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION)	94-1369354 (I.R.S. EMPLOYER IDENTIFICATION NO.)
160 PACIFIC AVENUE, SUITE 222 SAN FRANCISCO, CA (ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)	94111 (ZIP CODE)

 ABM INDUSTRIES INCORPORATED
 EMPLOYEE STOCK PURCHASE PLAN
 (FULL TITLE OF THE PLAN)

HARRY H. KAHN, ESQ.
 SENIOR VICE PRESIDENT, GENERAL COUNSEL AND CORPORATE SECRETARY
 ABM INDUSTRIES INCORPORATED
 160 PACIFIC AVENUE, SUITE 222
 SAN FRANCISCO, CA 94111
 (NAME AND ADDRESS OF AGENT FOR SERVICE)

(415) 733-4000
 (TELEPHONE NUMBER, INCLUDING AREA CODE, OF AGENT FOR SERVICE)

COPY TO:

LESLIE P. JAY, ESQ.
 ORRICK, HERRINGTON & Sutcliffe LLP
 OLD FEDERAL RESERVE BANK BUILDING
 400 SANSOME STREET
 SAN FRANCISCO, CALIFORNIA 94111-3143
 (415) 392-1122

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount To Be Registered	Proposed Maximum Offering Price Per Share(1)	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
Common Stock, (2) par value \$.01 per share.....	1,200,000 shares	\$31.175	\$37,410,000	\$9,352.50

(1) Pursuant to Rule 457(h)(1), the proposed maximum offering price per share and the proposed maximum aggregate offering price have been calculated on the basis of \$31.175 per share, the average of the high and low price of the Common Stock on the New York Stock Exchange on April 4, 2001.

(2) Includes Preferred Stock Purchase Rights which, prior to the occurrence of certain events, will not be exercisable or evidenced separately from the Common Stock.

PART II

ITEM 3. INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents filed by ABM Industries Incorporated (the "Company") with the Securities and Exchange Commission ("Commission") are incorporated by reference into this Registration Statement:

(a) The Company's Annual Report on Form 10-K for the fiscal year ended October 31, 2000.

(b) The Company's Quarterly Report on Form 10-Q for the quarter ended January 31, 2001.

(c) The description of the Company's common stock and preferred stock purchase rights contained in registration statements filed under the Securities Exchange Act of 1934 (the "Exchange Act") on Form 8-A, including any subsequent amendment or report filed for the purpose of updating such description.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14, and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

The consolidated financial statements and financial statement schedule of the Company and its subsidiaries included in the Company's Annual Report on Form 10-K for the fiscal year ended October 31, 2000 have been incorporated herein by reference in reliance upon the reports, also incorporated herein by reference, of KPMG LLP, independent certified public accountants, and upon the authority of said firm as experts in accounting and auditing.

ITEM 4. DESCRIPTION OF SECURITIES

Inapplicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

Inapplicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

As authorized by Section 145 of the Delaware Corporation Law, the Company's Restated Certificate of Incorporation eliminates the personal liability of its directors to the Company or its stockholders for monetary damages for any breach of fiduciary duty as a director, except for: (i) any breach of the duty of loyalty to the Company or its stockholders, (ii) acts or omissions not in good faith, (iii) intentional misconduct or a knowing violation of law, or (iv) any transaction from which the director derived an improper personal benefit.

As authorized by Section 145 of the Delaware Corporation Law, the Company's By-Laws provide for the indemnification of the directors, officers, employees or agents of the Company in certain cases. Indemnification shall be provided to directors and officers of the Company, or of other enterprises if serving at the request of the Company, against actual and

reasonable costs, charges, expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with pending or completed actions, suits or proceedings, whether civil, criminal, administrative or investigative (other than action by or in the right of the Company) if the director or officer acted in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. Similar indemnification shall not be applicable to employees or agents of the Company, or of other enterprises if serving at the request of the Company (other than employees or agents who are also officers or directors of the Company or other enterprise, as the case may be), unless and until such indemnity is specifically approved by the Board of Directors.

If such proceeding is brought by or on the behalf of the Company, a similar standard of care is applicable, except that no indemnification shall be made with respect to any matter as to which such person is adjudged to be liable to the Company unless and only to the extent that the court shall determine such person is fairly and reasonably entitled to indemnification of such costs.

The Company's By-Laws further provide that, notwithstanding the foregoing, directors, officers, employees and agents shall be indemnified of all actual and reasonable costs to the extent that such persons are successful on the merits or otherwise.

In addition to the above, the Company has entered into indemnification agreements with its directors. The indemnification agreement provides directors with the same indemnification by the Company as set forth in the preceding paragraphs except that the indemnification agreement differs from the By-laws in the following significant respects: (1) indemnification is provided to directors in excess of that provided by any insurance coverage; and (2) no indemnification is provided on account of any action commenced by the director in his or her individual right against the Company, its directors, officers and stockholders unless authorized by a majority of disinterested directors.

There exists directors' and officers' liability insurance presently outstanding which insures directors and officers of the Company. The losses covered by the policy are subject to certain exclusions and the policy contains certain deductible provisions. The indemnification agreements discussed in the preceding paragraph provide indemnification of all such exclusions and deductibles.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Inapplicable.

ITEM 8. EXHIBITS

- 5.1 Opinion of Orrick, Herrington & Sutcliffe LLP.
- 23.1 Consent of KPMG LLP.
- 23.2 Consent of Orrick, Herrington & Sutcliffe LLP is included in Exhibit 5.1.
- 24.1 Power of Attorney
- 99.1 ABM Industries Employee Stock Purchase Plan

ITEM 9. UNDERTAKINGS

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by section 10(a)(3) of the Securities Act of 1933 (the "Securities Act");

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement;

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Exchange Act that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Francisco, State of California on the 2nd day of April, 2001.

ABM INDUSTRIES INCORPORATED
(Registrant)

By: /s/ Henrik C. Slipsager

Henrik C. Slipsager
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the date indicated.

Signature

Title

Date

Principal Executive Officer:

/s/ Henrik C. Slipsager

Henrik C. Slipsager

President and Chief
Executive Officer

April 2, 2001

Principal Financial Officer:

/s/ David H. Hebble

David H. Hebble

Vice President and Chief
Financial Officer

April 2, 2001

Principal Accounting Officer:

/s/ Vernon E. Skelton

Vernon E. Skelton

Controller and Chief
Accounting Officer

April 2, 2001

Signature

Title

Date

Directors:

Linda Chavez

Director

* LUKE S. HELMS

Luke S. Helms

Director

April 2, 2001

* MARYELLEN C. HERRINGER

Maryellen C. Herringer

Director

April 2, 2001

* CHARLES T. HORNGREN

Charles T. Horngren

Director

April 2, 2001

* HENRY L. KOTKINS, JR.

Henry L. Kotkins, Jr.

Director

April 2, 2001

* MARTINN H. MANDLES

Martinn H. Mandles

Director

April 2, 2001

* THEODORE ROSENBERG

Theodore Rosenberg

Director

April 2, 2001

* HENRIK C. SLIPSAGER

Henrik C. Slipsager

Director

April 2, 2001

* WILLIAM W. STEELE

William W. Steele

Director

April 2, 2001

*WILLIAM E. WALSH

William E. Walsh

Director

April 2, 2001

* By /s/ Harry H. Kahn

Harry H. Kahn
Attorney-in-fact

EXHIBIT INDEX

- 5.1 Opinion of Orrick, Herrington & Sutcliffe LLP.
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- 24.1 Power of Attorney
- 99.1 ABM Industries Employee Stock Purchase Plan

April 6, 2001

ABM Industries Incorporated
160 Pacific Avenue, Suite 222
San Francisco, California 94111

Re: ABM Industries Incorporated Registration Statement
on Form S-8/Employee Stock Purchase Plan

Ladies and Gentlemen:

At your request, we are rendering this opinion in connection with the proposed issuance pursuant to the ABM Industries Incorporated Employee Stock Purchase Plan (the "Plan"), of up to 1,200,000 shares of common stock, \$0.01 par value ("Common Stock"), of ABM Industries Incorporated, a Delaware corporation (the "Company").

We have examined instruments, documents, and records which we deemed relevant and necessary for the basis of our opinion hereinafter expressed. In such examination, we have assumed the following: (a) the authenticity of original documents and the genuineness of all signatures; (b) the conformity to the originals of all documents submitted to me as copies; and (c) the truth, accuracy and completeness of the information, representations and warranties contained in the records, documents, instruments and certificates we have reviewed.

Based on such examination, we are of the opinion that the 1,200,000 shares of Common Stock to be issued by the Company pursuant to the Plan are duly authorized shares of Common Stock and, when issued in accordance with the provisions of the Plan, will be legally issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion as an exhibit to this Registration Statement on Form S-8. In giving such consent, we do not consider that we are an "expert" within the meaning of such term as used in the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission issued thereunder, with respect to any part of the Registration Statement, including this opinion as an exhibit or otherwise.

Very truly yours,

/s/ ORRICK, HERRINGTON & SUTCLIFFE LLP

ORRICK, HERRINGTON & SUTCLIFFE LLP

CONSENT OF INDEPENDENT AUDITORS

The Board of Directors
ABM Industries Incorporated

We consent to the incorporation by reference in the registration statement on Form S-8 of ABM Industries Incorporated of our report dated December 18, 2000, with respect to the consolidated balance sheets of ABM Industries Incorporated and subsidiaries as of October 31, 1999 and 2000, and the related consolidated statements of income, stockholders' equity and comprehensive income, and cash flows for each of the years in the three-year period ended October 31, 2000 and the related financial statement schedule II, which report appears in the Form 10-K of ABM Industries Incorporated dated January 29, 2001 and to the reference to our firm under the heading "Incorporation of Certain Documents by Reference" herein.

/s/ KPMG LLP

San Francisco, California
April 2, 2001

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned hereby constitutes and appoints HARRY H. KAHN and LORRAINE O'HARA, and each of them with power to act alone, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign (either manually or electronically through the EDGAR System of the United States Securities and Exchange Commission) a Registration Statement or Registration Statements on Form S-8 related to shares of common stock of ABM Industries Incorporated issuable under the ABM Industries Incorporated Employee Stock Purchase Plan, and any and all amendments of such Registration Statements, including post-effective amendments, and to file the same, together with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each such attorney-in-fact full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises hereof, as fully as to all intents and purposes as he or she might do or could do in person, hereby ratifying and confirming all that each such attorney-in-fact or his or her substitutes may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned directors have executed this Power of Attorney effective as of the 2nd day of April, 2001.

Linda Chavez

/s/ Martinn H. Mandles

Martinn H. Mandles

/s/ Luke S. Helms

Luke S. Helms

/s/ Theodore Rosenberg

Theodore Rosenberg

/s/ Maryellen C. Herringer

Maryellen C. Herringer

/s/ Henrik C. Slipsager

Henrik C. Slipsager

/s/ Charles T. Horngren

Charles T. Horngren

/s/ William W. Steele

William W. Steele

/s/ Henry L. Kotkins, Jr.

Henry L. Kotkins, Jr.

/s/ William E. Walsh

William E. Walsh

ABM INDUSTRIES INCORPORATED
EMPLOYEE STOCK PURCHASE PLAN
(As amended through May 1, 2000)

The purpose of this Employee Stock Purchase Plan (the "Plan") is to provide employees the opportunity to purchase Common Stock of ABM Industries Incorporated through annual offerings. An aggregate of 7,400,000 shares of such stock may be issued under the Plan (the "Shares").

1. **ELIGIBILITY.** Only employees of ABM Industries Incorporated (the "Corporation") and its subsidiary corporations will be eligible to participate in the Plan. All such employees will be eligible to participate, except employees who own or hold options to purchase or who, as a result of participation in this Plan, would own or hold options to purchase, stock of the Corporation representing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Corporation and any current or future parent and/or subsidiary corporation(s) of the Corporation. An employee shall be considered as owning stock owned, directly or indirectly, by or for his or her other brothers and sisters, spouse, ancestors and lineal descendants. Stock owned, directly or indirectly, by or for a corporation, partnership, estate or trust shall be considered as being owned proportionately by or for its shareholders, partners or beneficiaries. Stock which an employee may purchase under outstanding options shall be treated as stock owned by the employee.

2. **OFFERINGS.** The Plan shall be implemented by granting eligible employees the right to purchase Shares (an "Offering") during offering periods of one (1) year duration (each such period being referred to herein as an "Offering Period") commencing at such times as the Corporation shall determine. The first day during an Offering Period shall be the "Offering Date" for such Offering Period.

3. **PARTICIPATION.** An employee eligible on the Offering Date of any Offering may participate in such Offering by completing and forwarding a Payroll Deduction Authorization for Purchase of ABM Stock form ("Payroll Deduction Authorization Form") and such other forms as may be necessary to effect the operation of the Plan to the Payroll Department at such employee's branch location on or before the Offering Date. The form will authorize a regular payroll deduction from the employee's compensation. Unless otherwise indicated, a participating employee shall automatically participate in the first Offering which commences immediately after the expiration of each Offering in which such employee acquires Shares upon expiration of the standard one (1) year Offering Period. A participating employee is not required to file an additional Payroll Deduction Authorization Form in order to automatically participate therein.

Unless otherwise indicated in an additional Payroll Deduction Authorization Form, the rate at which payroll deductions shall be accumulated with respect to any such subsequent Offering shall equal the rate applicable to the previously expired Offering.

4. **DEDUCTIONS.** The Corporation will maintain payroll deduction accounts for all participating employees. With respect to any Offering made under this Plan, an employee may authorize a

payroll deduction up to a maximum of 10% of the compensation he or she receives during the Offering Period specified for the Offering (or during such portion thereof as he or she may elect to participate). As a minimum, an employee must authorize a payroll deduction of at least 1% of compensation.

5. DEDUCTION CHANGES. An employee may at any time increase or decrease his or her payroll deduction by filing a new Payroll Deduction Authorization Form. The change will become effective for the next pay period after receipt of the form. A payroll deduction may be increased only once and reduced only once during any Offering Period. An employee will be deemed to have withdrawn from an Offering if such employee reduces the payroll deduction amount to below 1% of compensation.

6. CANCELLATION OF ENROLLMENT. An employee may at any time and for any reason cancel his or her enrollment in the Plan, and thereby withdraw from participation in an Offering. If this occurs, he or she may not participate in the Plan during the remainder of the Offering Period specified for the Offering. Any unused funds will be returned to the employee as soon as administratively feasible following such cancellation.

7. PURCHASE OF SHARES. Each employee participating in any Offering under this Plan will be granted, upon the Offering Date of such Offering, a right to purchase as many Shares as he or she may elect to purchase for up to 10% of compensation received during the specified Offering Period to be paid by payroll deductions during such period, provided that the maximum number of Shares which may be purchased in any Offering shall be equal to the number obtained by dividing the employee's annual compensation on the Offering Date of such Offering by the fair market value of one Share on the Offering Date of such Offering. Purchases shall occur as of the last trading day of each calendar month during the Offering.

The purchase price for each Share purchased under any Offering will be the lesser of:

- (a) 85% of the fair market value of one Share on the Offering Date of such Offering (the "Offering Price"), or
- (b) 85% of the fair market value of one Share on the day on which the right to purchase is exercised and the Shares are purchased pursuant to the terms of this Plan (the "Alternate Offering Price").

Payroll deductions may be made under each Offering to the extent authorized by the employee, subject to the maximum limitation imposed for each such Offering.

A participating employee may not purchase shares under any Offering beyond 12 months from the Offering Date thereof.

8. LIMITATION TO PURCHASE OF SHARES. Anything contained in this Plan notwithstanding, no employee may be granted a right to purchase which permits such employee's rights to purchase stock under all employee stock purchase plans of the Corporation and its parent and subsidiary corporations to accrue at a rate which exceeds \$25,000 of fair market value of such stock (determined at the time such right to purchase is granted) for each calendar year in which such

right to purchase is outstanding at any time. For this purpose (a) the right to purchase stock accrues when such right (or any portion thereof) first becomes exercisable during the calendar year; (b) the right to purchase stock accrues at the rate provided in the Offering, but in no case may such rate exceed \$25,000 of fair market value of such stock (determined at the time such right to purchase is granted) for any one calendar year; and (c) a right to purchase which has accrued under one Offering may not be carried over to any other Offering.

9. REGISTRATION OF STOCK OWNERSHIP. As of each date on which a participant's contributions are used to buy shares, the Shares and fractional Shares shall be held in the street name of the broker administering the Plan and registered in an account attributable to that participant's contributions.

10. DEFINITIONS.

"Fair Market Value" means the average of the high and low prices of the Corporation's common stock composite transactions on the New York Stock Exchange on a given day, or if no sales were made on that day, the average of the high and low prices on the next preceding day on which sales are made.

"Parent corporation" means a corporation described in Section 424(e) of the Internal Revenue Code of 1986, as amended (the "Code").

"Subsidiary corporation" means a corporation described in Section 424(f) of the Code.

The Plan is intended to be an "employee stock purchase plan" as defined in Section 423 of the Code and its provisions shall be interpreted in a manner consistent with this intent.

11. RIGHTS AS A STOCKHOLDER. None of the rights or privileges of a stockholder of the Corporation shall exist with respect to Shares purchased under this Plan unless and until such Shares are duly registered in the account established by the broker administering the plan and holding the Shares attributable to the participant's contributions.

12. RIGHTS ON RETIREMENT, DEATH OR TERMINATION OF EMPLOYMENT. In the event of a participating employee's retirement, death, or termination of employment, no payroll deduction shall be taken from any pay due and owing to him or her at such time.

13. RIGHTS NOT TRANSFERABLE. Rights granted under this Plan are not transferable by a participating employee other than by will or the laws of descent and distribution, and are exercisable during his or her lifetime only.

14. APPLICATION OF FUNDS. Funds received or held by the Corporation under this Plan may be used for any corporate purpose.

15. ADJUSTMENT IN CASE OF CHANGES AFFECTING THE STOCK. In the event of a subdivision of outstanding shares, or the payment of a stock dividend, the number of shares reserved or authorized to be reserved under this Plan, including shares covered by outstanding grants to participating employees, shall be increased proportionately, and the Offering Price for

each participant at such time reduced proportionately, and such other adjustment shall be made as may be deemed equitable by the Board of Directors to give proper effect to such event.

16. AMENDMENT OF THE PLAN. The Board of Directors may at any time, or from time to time, amend this Plan in any respect, except that, to the extent required to maintain this Plan's qualification under Rule 16b-3 promulgated under the Securities Exchange Act of 1934, as amended, any such amendment shall be subject to stockholder approval.

17. TERMINATION OF THE PLAN. This Plan and all rights of employees under any Offering hereunder shall terminate:

(a) on the day that participating employees become entitled to purchase a number of Shares equal to or greater than the number of Shares remaining available for purchase. If the number of Shares so purchasable is greater than the Shares available, Shares shall be allocated on a pro rata basis among such participating employees; or

(b) at any time, at the discretion of the Board of Directors of the Corporation.

Upon termination of this Plan, all amounts in the accounts of participating employees shall be promptly refunded.

18. ADMINISTRATION. The Plan will be administered by the Officer Compensation & Stock Option Committee of the Board of Directors. The Committee will have authority to make rules and regulations for the administration of the Plan. Its interpretations and decisions with regard thereto shall be final and conclusive.

19. GOVERNMENTAL REGULATIONS. The Corporation's obligation to sell and deliver its Common Stock under this Plan is subject to the approval of any governmental authority required in connection with the authorization, issuance or sale of such stock.

AMENDMENT NO. 1 TO THE
ABM INDUSTRIES INCORPORATED
EMPLOYEE STOCK PURCHASE PLAN
(MAY 2000 RESTATEMENT)

ABM INDUSTRIES INCORPORATED, having established the ABM Industries Incorporated 1985 Employee Stock Purchase Plan and having amended and restated the Plan as the Employee Stock Purchase Plan as of May 1, 2000 (the "Plan"), hereby amends the Plan, effective as of March 20, 2001, by amending the second sentence of the Plan to read as follows:

An aggregate of 8,600,000 shares of such stock may be issued under the Plan.

IN WITNESS WHEREOF, ABM Industries Incorporated, by its duly authorized officer, has executed this Amendment No. 1 on the date indicated below.

ABM INDUSTRIES INCORPORATED

Dated: _____, 2001

By _____
Title: