
**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

January 12, 2015

Date of Report
(Date of earliest event reported)

ABM Industries Incorporated

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

1-08929

(Commission File Number)

94-1369354

(IRS Employer Identification No.)

551 Fifth Avenue, Suite 300

New York, New York

10176

(Address of principal executive offices, including zip code)

(212) 297-0200

(Registrant's telephone number, including area code)

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2.):

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

Management Transition

Departure of Principal Executive Officer

On January 12, 2015, ABM Industries Incorporated (the “Company”) announced that, effective March 31, 2015, Henrik C. Slipsager will step down from his current position as the Company’s President and Chief Executive Officer. Mr. Slipsager will provide senior advisory consulting services to the Company through September 30, 2015, subject to extension for an additional period of between three and six months upon the agreement of the parties (such period of service, the “Transition Period”). Mr. Slipsager will not stand for re-election to the Company’s Board of Directors (the “Board”) when his current term expires at the Company’s 2015 Annual Meeting of Shareholders.

Mr. Slipsager’s departure from the Company will generally be governed by the terms of his amended and restated employment agreement and other related compensation arrangements and benefit plans. In addition, the Company entered into a letter agreement with Mr. Slipsager confirming his severance under these arrangements and providing, among other things, that he will be entitled to receive a fixed fee at a rate of \$20,000 per month, plus reimbursement of reasonable costs and expenses related to the consulting services provided to the Company during the Transition Period. Mr. Slipsager will not be entitled to any other annual cash incentive bonus, or any further pro-rated vesting of equity awards or other vesting credit after March 31, 2015. During the Transition Period, Mr. Slipsager’s consulting services to the Company may be terminated by Mr. Slipsager or by the Company with or without just cause. In the event Mr. Slipsager’s consulting services are terminated during the Transition Period, he shall only be entitled to compensation through his last day of service. Mr. Slipsager has agreed to sign customary releases in connection with his departure.

The foregoing description of the letter agreement does not purport to be complete and is qualified in its entirety by reference to the letter agreement, a copy of which is filed as Exhibit 10.1 hereto and is incorporated herein by reference. Mr. Slipsager’s amended and restated employment agreement has been previously filed with the Securities and Exchange Commission (“SEC”) as Exhibit 10.1 to the Company’s current report on Form 8-K filed on July 18, 2013 (File No. 001-08929) and the material terms of the termination provisions in Mr. Slipsager’s amended and restated employment agreement and other compensation arrangements are described on pages 45 - 46 and 52 - 57 of the Company’s Definitive Proxy Statement on Schedule 14A filed with the SEC on February 4, 2014, which such amended and restated employment agreement and description are incorporated herein by reference.

Appointment of Principal Executive Officer

In connection with the departure of Mr. Slipsager, the Company also announced that the Board has appointed Scott Salmirs to become the Company’s President and Chief Executive Officer, effective March 31, 2015. Mr. Salmirs, age 52, joined the Company in 2003 and currently serves as Executive Vice President of the Company and has global responsibility for its aviation division and all international activities. Until December 2014, Mr. Salmirs led the Company’s Onsite services division focused on the Northeast. Prior to the Company, Mr. Salmirs was a Senior Vice President at Lehman Brothers responsible for its North American Facilities Group. He previously served in leadership positions in the Facilities Groups at Goldman Sachs and CBRE.

In connection with his appointment as the Company’s President and Chief Executive Officer, on January 12, 2015, the Company and Mr. Salmirs entered into an executive employment agreement. The executive employment agreement, effective as of March 31, 2015, has a term ending October 31, 2017, unless sooner terminated under the terms of the executive employment agreement. Mr. Salmirs’ initial base salary under the executive employment agreement will be \$760,000. In addition, under the terms of the executive employment agreement, Mr. Salmirs is eligible for an annual bonus of up to 185% of his base salary, subject in all cases to achievement of the applicable performance conditions, and is eligible to participate in the Company’s long-term equity incentive plans. Mr. Salmirs will also be entitled to receive certain post-termination payments and benefits under the Company’s benefit plans, including certain post-employment health insurance assistance payments.

If Mr. Salmirs’ employment during the term is terminated by the Company without “Just Cause,” as defined in the executive employment agreement, Mr. Salmirs will be entitled to receive two times the sum of his base salary and target bonus, payable in equal installments during the 24 month period following the date of termination, a lump sum payment

equal to a pro-rated portion of his annual bonus for the year of termination, based on the performance of the Company for that year, and certain post-employment health insurance assistance payments.

If Mr. Salmirs' employment terminates at the expiration of the term and the Company has not offered to renew upon materially similar terms and conditions (a "qualified expiration of term"), Mr. Salmirs will be entitled to receive one times the sum of his base salary and target bonus, subject to certain conditions, payable in equal installments during the 12 month period following the date of termination, a lump sum payment equal to a pro-rated portion of his annual bonus for the year of termination, based on the performance the Company for that year, and certain post-employment health insurance assistance payments. Mr. Salmirs also may terminate his employment under the executive employment agreement by giving the Company 60 days' notice. If Mr. Salmirs voluntarily terminates his employment, he will be entitled to receive unpaid salary to the date of termination and certain post-employment health insurance assistance payments. If Mr. Salmirs' employment is terminated by the Company for Just Cause, Mr. Salmirs will only receive unpaid salary through the date of termination. The terms of the executive employment agreement provide that upon the termination of Mr. Salmirs' employment for any reason, he will refrain from competing with, or soliciting the employees or customers of, the Company for one year following the termination of employment.

On January 12, 2015, the Company also entered into a severance agreement with Mr. Salmirs to provide Mr. Salmirs with compensation should his employment with the Company be terminated under certain defined circumstances following a "Change in Control," as defined in the severance agreement. In the event of a Change in Control, Mr. Salmirs will be entitled to the enhanced benefits set forth in the severance agreement instead of those otherwise described above in the event of a termination by the Company without "Just Cause." Mr. Salmirs' severance agreement will become effective March 31, 2015.

The severance agreement is considered to be a double trigger arrangement where the payment of severance compensation is predicated upon the occurrence of two triggering events:

- the occurrence of a Change in Control; and
- the involuntary termination of Mr. Salmirs (other than for "Cause," as defined in the severance agreement) or Mr. Salmirs' termination of employment with the Company for "Good Reason," as defined in the severance agreement.

If a Change in Control occurs during the term of the severance agreement, the severance agreement provides for a two-year period during which Mr. Salmirs will receive the stated benefits upon an involuntary termination (other than for Cause) or resignation for Good Reason. Mr. Salmirs' severance benefits consist of:

- a lump sum payment in an amount equal to two and a half times the sum of base salary (at the rate in effect for the year in which the termination date occurs) plus target bonus;
- the continuation of certain welfare benefits, or reasonably equivalent benefits, for 18 months following the date of termination;
- a lump sum cash payment equal to the sum of any unpaid cash incentive compensation that was earned, accrued, allocated or awarded to Mr. Salmirs for a performance period ending prior to the termination date plus a pro rata portion based on target for any subsequent performance period ending after the termination date.

Payments and benefits under the severance agreement (as well as under all other agreements or plans covering Mr. Salmirs) are subject to reduction in order to avoid the application of the excise tax on "excess parachute payments" under the Internal Revenue Code, but only if the reduction would increase the net after-tax amount received by Mr. Salmirs (the "modified cap") with one exception. That exception is that the reduction may be made to the extent that Mr. Salmirs would be entitled to receive, on a net-after tax basis, at least 90 percent of the severance payment he would otherwise be entitled to under the severance agreement.

The severance agreement expires on October 31, 2017; provided, however, that if a Change in Control occurs during the term of the severance agreement, the severance agreement term will expire on the last day of the severance period and, if prior to a Change in Control, Mr. Salmirs ceases to be a full-time employee of the Company, the severance agreement will

immediately terminate. In addition, the Company agrees to pay attorneys' fees and expenses incurred by Mr. Salmirs in enforcing his rights under the severance agreement.

The foregoing description of Mr. Salmirs' executive employment agreement and severance agreement does not purport to be complete, and is qualified in its entirety by reference to the full text of the executive employment agreement and severance agreement, copies of which are filed as Exhibits 10.2 and 10.3 hereto, respectively, and are incorporated herein by reference.

Election As Director

On January 12, 2015, the Board voted to increase the size of the Board from nine to ten and elected Mr. Salmirs as a director. Mr. Salmirs has been named to the class of directors with terms expiring in 2015. Mr. Salmirs will not serve on any committees of the Board and will not receive any compensation for his service on the Board.

The press release issued by the Company on January 12, 2015 announcing Mr. Slipsager's departure and Mr. Salmirs' appointment is attached as Exhibit 99.1 to this current report on Form 8-K and incorporated herein by reference.

Compensatory Arrangements of Certain Named Executive Officers

Amended Employment Agreements

On January 13, 2015, the Company entered into amended and restated executive employment agreements with each of James P. McClure, Executive Vice President, and Tracy K. Price, Executive Vice President. The amended employment Agreements amend, extend and restate the prior employment agreements of Mr. McClure and Mr. Price that were entered into in October 2014 (and were scheduled to expire in October 2016) to provide for an expiration date of October 31, 2017, eliminate the automatic annual renewal of a one-year term for the amended employment agreements, provide a benefit in the case of qualified expiration of term similar to the benefit provided to Mr. Salmirs and provide certain post-employment health insurance assistance payments.

A copy of the form of the amended employment agreement is filed herewith as Exhibit 10.4 to this current report and incorporated herein by reference.

Retention Awards

In addition, on January 13, 2015, the Compensation Committee of the Company approved one-time retention awards consisting of performance share units for Mr. McClure and Mr. Price. Each award is valued at \$1.8 million and has a grant date of January 15, 2015. The performance share units granted to Messrs. McClure and Price will vest on October 31, 2017 and do not contain accelerated vesting in the event of retirement prior to the vesting date. The Company must achieve income from continuing operations before taxes of at least \$100 million, as set forth in the Company's annual report on Form 10-K for any one of the fiscal years 2015, 2016 or 2017 for the performance share units to vest. In the event of death or disability, unvested performance share units may vest prior to October 31, 2017, subject to continued employment through such date, in an amount equal to the number of performance share units originally subject to the award multiplied by the number of whole months between the date of grant and the date of disability or death divided by the number of whole months between the date of grant and October 31, 2017.

The above summary relating to the grant of performance share units is qualified in its entirety by the terms and conditions set forth in the form of performance share agreement, a copy of which is attached as Exhibit 10.5. The statement of terms and conditions applicable to options, restricted stock, and restricted stock units, and performance shares granted to employees pursuant to the 2006 equity incentive plan, as amended and restated December 9, 2013, has been previously filed with the SEC as Exhibit 10.16 to the Company's annual report on Form 10-K filed on December 18, 2013 (File No. 001-08929), which such statement of terms and conditions are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

<u>Exhibit No.</u>	<u>Exhibit Description</u>
10.1	Letter Agreement, dated as of January 12, 2015, by and between ABM Industries Incorporated and Henrik C. Slipsager.
10.2	Executive Employment Agreement, dated as of January 12, 2015, by and between ABM Industries Incorporated and Scott Salmirs.
10.3	Change in Control Agreement, dated as of January 12, 2015, by and between ABM Industries Incorporated and Scott Salmirs.
10.4	Form of Amended Executive Employment Agreement.
10.5	Form of Performance Share Agreement for Awards to Certain Executive Officers.
99.1	January 12, 2015 press release.

SIGNATURE

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, hereunto duly authorized.

ABM INDUSTRIES INCORPORATED

By: /s/ Sarah H. McConnell
Name: Sarah H. McConnell
Title: Executive Vice President and General Counsel

Dated: January 16, 2015

EXHIBIT INDEX

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10.4	Form of Amended Executive Employment Agreement.
10.5	Form of Performance Share Agreement for Awards to Certain Executive Officers.
99.1	January 12, 2015 press release.



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New York, N.Y. 10176
Office: (212) 297-0200
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January 12, 2015

Henrik C. Slipsager
c/o ABM Industries Incorporated
551 Fifth Avenue
New York, NY 10176

Dear Henrik:

This letter agreement (this "**Letter Agreement**") supplements the Amended and Restated Employment Agreement dated July 16, 2013 (the "**Employment Agreement**"), by and between you and ABM Industries Incorporated (the "**Company**"), and serves to set forth the terms and conditions for your Departure from the Company. You and the Company have entered into this Letter Agreement as of the date of the last signature to this Letter Agreement. Terms used in this Letter Agreement with initial capital letters that are not locally defined in this Letter Agreement are used in this Letter Agreement as defined in Section 13 of this Letter Agreement.

In consideration of the mutual promises contained in this Letter Agreement, the Company and you ("**you**", "**Executive**", or "**he**") agree, effective as of January 12, 2015 (the "**Effective Date**"), as follows:

1. Departure from the Company.

- (a) As of March 31, 2015 (the "**March Date**"), Executive will resign all positions he has held as an officer, director, and employee of the Company and its subsidiaries and affiliates, and will promptly execute such documents and take such actions as may be necessary or reasonably requested by the Company to effectuate or memorialize the resignation from such positions. Executive acknowledges and agrees that his service as an employee of the Company through the March Date satisfies any 90-day notification requirement under the Employment Agreement. The Company acknowledges that Executive will incur a "separation from service" at the close of business on the March Date for purposes of Treasury Regulation Section 1.409A-1(h).
- (b) After the March Date, Executive will serve up to eight hours per week as a consultant to the Company, with the title of "**Senior Advisor.**" As Senior Advisor, Executive's duties and responsibilities shall consist of (i) assisting and advising the successor Chief Executive Officer with transition matters, including relationships with customers, industry peers, employees and labor unions, and (ii) assisting the Board of Directors of the Company (the "**Board**") and the successor Chief Executive Officer with the evaluation of strategic opportunities and initiatives. He shall make himself available to perform such duties at the principal offices of the Company or by telephone

at such times during regular business hours as reasonably requested by the successor Chief Executive Officer or the Board. As Senior Advisor, Executive will be acting as an independent contractor and not as an employee of the Company. Subject to Section 1(c), Executive will serve as Senior Advisor on an at-will basis through September 30, 2015 (the “**September Date**”) under the terms of this Letter Agreement. This period, as extended by Section 1(c) if applicable, shall be referred to as the “**Transition Period**.” During the Transition Period, Executive’s service with the Company may be terminated by either the Company or Executive, either with or without “Just Cause” (as such term is defined in the Employment Agreement). In the event that Executive is terminated with or without Just Cause during the Transition Period, Executive shall only be entitled to compensation through his last day of service. At the end of the Transition Period, or the last day of service if terminated earlier, the “**Transition End Date**”, Executive will cease to have the title of “Senior Advisor” and his service with the Company shall terminate.

- (c) The parties agree that Executive and the Company may opt to extend Executive’s service with the Company as a Senior Advisor beyond the September Date for an additional period of between three and six months, provided, that such an extension shall be subject to the mutual agreement of the parties.

2. Severance Under The Employment Agreement and Certain Payments, Benefits, and New Consideration.

- (a) Executive will be deemed to have been terminated by the Company without Just Cause pursuant to Paragraph 15(D) of the Employment Agreement as of the March Date. As such, Executive shall be entitled to the payments and benefits specified in Paragraph 15(D) of the Employment Agreement, including an amount equal to two times the sum of Executive’s current base salary and current target annual incentive opportunity of \$888,666 under the Company’s annual performance incentive program, payable in substantially equal installments over 24 months commencing with April, 2015, subject to Executive’s execution between April 1 and 21, 2015 and non-revocation of the release attached hereto as Exhibit A, which shall be in addition to the release set forth in Section 4 of this Letter Agreement. The payments described in the preceding sentence shall not be deferred by reason of Executive being a “specified employee” pursuant to Section 409A of the Internal Revenue Code of 1986, as amended (the “**Code**”). Per the terms of the Employment Agreement, Executive’s rights under that certain Change-in-Control Agreement between Executive and the Company, dated December 30, 2008, shall terminate as of the March Date and be of no further force and effect.



- (b) Executive and the Company further agree that:
- (i) provided Executive continues to provide services as an employee through March 8, 2015, subject to the terms and conditions for the March 8, 2012 award of 43,159 (target) performance shares provided by the Company to Executive (the "**2012 PS**"), Executive will be entitled to vest and receive payment (not pro-rated) for the 2012 PS according to the terms thereof, including in all cases subject to achievement of the applicable performance conditions for such 2012 PS;
 - (ii) subject to the terms and conditions for the January 14, 2013 award of 41,443 (target) performance shares provided by the Company to Executive (the "**2013 PS**"), Executive will not be entitled to vest and receive payment for any portion of the 2013 PS;
 - (iii) subject to the terms and conditions for the January 15, 2014 award of 31,075 (target) performance shares provided by the Company to Executive (the "**January 2014 PS**") (but without regard to any requirement that Executive be employed on a vesting or payment date), Executive will be entitled to vest and receive payment for the January 2014 PS on a pro-rata basis based on employment through the March Date, subject in all cases to achievement of the applicable performance conditions for such January 2014 PS, according to the terms thereof;
 - (iv) subject to the terms and conditions for the September 8, 2014 award of 16,171 (target) performance shares provided by the Company to Executive (the "**September 2014 PS**") (but without regard to any requirement that Executive be employed on a vesting or payment date), Executive will be entitled to vest and receive payment for the September 2014 PS on a pro-rata basis based on employment through the March Date, subject in all cases to achievement of the applicable performance conditions for such September 2014 PS, according to the terms thereof;
 - (v) subject to the release requirements set forth in Section 2(a), Executive shall be entitled to a prorated annual cash incentive bonus for the fiscal year ended October 31, 2015, based on employment through the March Date, which will be calculated using (A) the Company's actual financial performance for the entire fiscal year as compared to the financial performance goals for the year and a multiplier of 1.0 and (B) target level of performance with respect to Executive's individual objectives for such year and a multiplier of 1.0;



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- (vi) with respect to any period commencing after the March Date, Executive shall not be entitled to any payment for any annual cash incentive bonus;
- (vii) Executive shall not be entitled to any further vesting credit after the March Date nor, except as set forth in this Letter Agreement, to any prorated vesting upon termination of employment;
- (viii) with respect to any vested stock options held by Executive as of the March Date, the period by which Executive must exercise such vested stock options will be determined by reference to the March Date as the date of Executive's termination of employment and in accordance with the terms of the award agreement and equity plan pursuant to which such stock option was granted;
- (ix) Executive shall be entitled to payments and benefits vested under the Company's employee benefit plans, including but not limited to, the Company's Service Award Benefit Plan, the Company's Deferred Compensation Plan for Executives and the Company's Supplemental Executive Retirement Plan, subject to the terms and conditions of such plans and payable in accordance with Section 409A of the Code;
- (x) during the Transition Period through the Transition End Date, Executive will receive a fixed fee at a rate of \$20,000 per month and reimbursement, in accordance with the Company's Travel and Entertainment Policy applicable to senior executives of the Company, of all reasonable costs and expenses relating to his service during the Transition Period;
- (xi) during the Transition Period through the Transition End Date, except as required by applicable law, Executive will not be entitled to any other compensation or benefits or be eligible to participate in any Company benefit plans, except as expressly set forth above;
- (xii) subject to the release requirements set forth in Section 2(a) and Paragraph 16 of the Employment Agreement, upon Executive's termination of employment, on each anniversary of Executive's termination of employment thereafter, and concluding with the ninth anniversary of such termination, the Company shall pay Executive \$10,000 per year to assist Executive in purchasing health insurance for Executive and his spouse. In the event that Executive dies prior to the expiration of such ten-year period, the Company shall pay Executive's surviving spouse \$10,000 per year

as described above until the first to occur of (i) the death of Executive's spouse or (ii) the end of the ten-year period; and

- (xiii) subsections (iii), (iv), (v), (vi), (vii), and (viii) above assume that the March Date is the last date of Executive's employment. In the event that Executive's employment terminates on an earlier date, such date shall be the date of the termination of Executive's employment, and those subsections shall be adjusted accordingly.

3. Executive Acknowledgement. Executive acknowledges that the Company has provided him with all monies to which he is owed through the Effective Date (other than any amounts which in the ordinary course would be paid on the next following payroll date), and that the Company's agreement to provide the payments and benefits set forth in Section 2(b)(i), (iii), (iv) and (x) (the "**Payments**") is solely in exchange for the promises, releases and agreements of Executive set forth or described in this Letter Agreement. Executive further acknowledges that such Payments do not constitute an admission by the releasees of liability or of a violation of any applicable law or regulation. The Company shall provide to Executive a draft of the terms of a press release and Form 8-K relating to this Letter Agreement, and shall reasonably consider any comments provided by Executive prior to the finalization of such press release and Form 8-K.
4. Release of Claims Considerations.
 - (a) In consideration for the Company's offer of an extended term of service from the March Date through the Transition End Date under this Letter Agreement, and the additional compensation and benefits provided to Executive as a result of such extended service, Executive (on his own behalf and on behalf of his heirs, executors, and administrators) agrees to and hereby does unconditionally waive, release and forever discharge the Company and any and all past, present or future parents, subsidiaries, affiliates, related persons or entities, including but not limited to all of their officers, directors, managers, employees, shareholders, members, partners, agents, attorneys, successors and assigns, and specifically including ABM Industries Incorporated (the "**Released Parties**"), from any and all actions, claims, demands and damages, whether actual or potential, known or unknown, which he may have or claim to have, against the Released Parties as of the date he signs this Letter Agreement including, without limitation, any and all claims related or in any manner incidental to (i) Executive's employment with the Company through the Effective Date; (ii) Executive's and the Company's agreement that Executive will leave his current position as President and CEO and separate from employment with the Company on the March Date and transition to a Senior Advisor role on the March Date; and (iii) any events that have transpired prior to and including the Effective Date. All such claims are forever barred by this Letter Agreement regardless of the forum in which such

claims might be brought, including, but not limited to, claims (x) under any federal, state or local law governing the employment relationship through the Effective Date (including, but not limited to, Title VII of the Civil Rights Acts of 1964 and 1991, the Age Discrimination in Employment Act of 1967 (“**ADEA**”), the Americans with Disabilities Act, the Family Medical Leave Act, the Employee Retirement Income Security Act of 1974, the Rehabilitation Act, the Worker Adjustment and Retraining Notification Act, any state, local, and other federal employment laws, and any amendments to any of the foregoing and/or (y) under the common law for breach of contract, wrongful discharge, personal injuries and/or torts. Executive understands that this is a general waiver and release of all claims, known or unknown, that he may have against the Released Parties based on any act, omission, matter, cause or thing that occurred through the date of his execution of this Letter Agreement.

- (b) The above release does not waive claims (i) for vested rights under employee benefit plans as applicable on the date he signs this Letter Agreement, (ii) that may arise after he signs this Letter Agreement, (iii) which cannot be released by private agreement or (iv) under this Letter Agreement. In addition, this Letter Agreement does not extend to, release or modify any rights to indemnification or advancement of expenses to which Executive is entitled from the Company or its insurers under the Company’s Certificate of Incorporation, Bylaws, or the General Corporation Law of the State of Delaware or other corporate governing documents.
- (c) Additionally, the parties agree that this Letter Agreement shall not preclude Executive from filing any charge with the Equal Employment Opportunity Commission, the National Labor Relations Board, or any other governmental agency or from any way participating in any investigation, hearing, or proceeding of any government agency (though Executive affirmatively waives any right to receive individual relief in connection with his participation in such claims).
- (d) Executive acknowledges and agrees that he is providing the waiver and release set forth herein in exchange for consideration in addition to anything of value to which Executive may already have been entitled.

5. Affirmations. Executive affirms that he has not filed or caused to be filed, and is not a party to any claim, complaint, or action against the Company or any of its subsidiaries or affiliates in any forum or form. Executive also affirms that he has no known workplace injuries or occupational diseases, and has been provided and has not been denied any leave requested under the Family and Medical Leave Act. Other than as described in this Letter Agreement, Executive disclaims and waives any right of reinstatement with the Company or any subsidiary or affiliate thereof.

6. Restrictive Covenants. Executive acknowledges and agrees that any and all restrictive covenants described in Paragraph 12 and Paragraph 13 and Exhibit A and its Appendix 1 of the Employment Agreement will continue in full force and effect in accordance with the terms and conditions thereof, except as otherwise agreed to in writing by the parties. Executive also acknowledges and agrees that any and all terms and conditions of the Employment Agreement which expressly or by reasonable implication survive Executive's Departure from the Company to which Executive is subject, including, but not limited to, those described in Paragraph 21 of the Employment Agreement, will continue in full force and effect in accordance with the terms and conditions thereof. Executive shall be permitted to retain for a reasonably agreed cost his cellular phone and attendant phone number, computers, I-Pads, scanner, printer and other similar equipment which he has been utilizing in the performance of his services.
7. Consultation with Attorney; Voluntary Agreement. Executive acknowledges that (a) the Company has advised him of his right to consult with an attorney of his own choosing prior to executing this Letter Agreement, (b) Executive has carefully read and fully understands all of the provisions of this Letter Agreement, and (c) Executive is entering into this Letter Agreement and any related release knowingly, freely and voluntarily in exchange for good and valuable consideration. The Company shall reimburse Executive for the legal fees and costs incurred by Executive in connection with preparation and execution of this Letter Agreement up to a maximum of \$10,000.
8. Review and Revocation. Executive agrees that he has been given 21 calendar days following this Letter Agreement's presentment to consider this Letter Agreement. If he chooses to sign the Letter Agreement before the end of that 21-day period, he certifies that he did so voluntarily for his own benefit and waived the right to consider this Letter Agreement for the entire 21-day period. After he has signed this Letter Agreement, he may revoke his consent to it by delivering written notice signed by him to Sarah McConnell, Executive VP, ABM Industries, 551 Fifth Avenue New York, NY 10176, on or before the seventh calendar day after he signs it. If he does not revoke this Separation Agreement within seven calendar days after he signs it, it will be final, binding, and irrevocable.
9. Governing Law. This Letter Agreement will be governed by and construed and enforced according to the laws of the State of New York, without regard to conflicts of laws principles thereof.
10. Taxes. The Company may withhold from any amounts payable under this Letter Agreement all federal, state, city, foreign or other taxes as the Company is required to withhold pursuant to any applicable law, regulation or ruling. Notwithstanding any other provision of this Letter Agreement, the Company shall not be obligated to guarantee any particular tax result for Executive with respect to any payment

provided hereunder, and Executive shall be responsible for any taxes imposed on him with respect to any such payment.

11. Entire Agreement. This Letter Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes, terminates, and replaces any prior or contemporaneous understandings or agreements with respect thereto, except for the Employment Agreement, which shall remain in full force and effect in accordance with its terms. Except with respect to Executive's compliance with Paragraphs 12 and 13 and Exhibit A and its Appendix 1 of the Employment Agreement and ABM's Recoupment Policy, no amount owing to Executive under this Letter Agreement shall be subject to set-off or reduction by reason of any claims which the Company has or may have against Executive. The Compensation Committee of the Board, without inquiry, has no present knowledge of any claims that the Company has or may have against Executive.
12. Section 409A. This Letter Agreement and the payments to be made hereunder are intended to comply with, or be exempt from, Section 409A of the Code, and this Letter Agreement will be interpreted, and all tax filings with the Internal Revenue Service relating to the Payments will be made, in a manner consistent with that intent.
13. Defined Terminology. For purposes of this Letter Agreement, the phrase "Departure from the Company" or "Depart from the Company" (or substantially similar phrases) refer to termination by the Company of Executive's employment with the Company without "Just Cause" (as such term is defined in the Employment Agreement).
14. Indemnification. The Company will continue to maintain directors' and officers' indemnification insurance covering Executive for a period of not less five (5) years after the March Date, the terms and conditions of which shall be no less favorable than the terms and conditions of the directors' and officers' indemnification insurance, if any, maintained by the Company from time to time.
15. Modifications. This Letter Agreement may not be changed, amended, or modified unless done so in a writing signed by the Company and Executive.
16. Counterparts. This Letter Agreement may be executed in separate counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Executive and the Company have executed this Letter Agreement as of the date last written below, and this Letter Agreement is deemed by Executive and the Company to be effective as of January 12, 2015.

HENRIK C. SLIPSAGER

/s/ Henrik C. Slipsager

Date: January 12, 2015

ABM INDUSTRIES INCORPORATED

By: /s/ Sudhakar Kesavan

Name: Sudhakar Kesavan

Title: Chair of the Compensation Committee

Date: January 12, 2015

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (“Agreement”) is effective as of March 31, 2015 (the “Effective Date”), by and between Scott Salmirs (“Executive”) and ABM Industries Incorporated for itself and on behalf of its subsidiaries and affiliates, as applicable herein.

WHEREAS, the subsidiaries and affiliates of ABM (as hereinafter defined) are engaged in the building maintenance and related service businesses, and

WHEREAS, Executive is experienced in the administration, finance, marketing, and/or operation of such services, and

WHEREAS, ABM and its subsidiaries and affiliates have invested significant time and money to develop proprietary trade secrets and other confidential business information, as well as invaluable goodwill among their customers, sales prospects and employees, and

WHEREAS, ABM and its subsidiaries and affiliates have disclosed and will disclose to Executive such proprietary trade secrets and other confidential business information which Executive will utilize in the performance of his duties and responsibilities as President and Chief Executive Officer and under this Agreement, and

WHEREAS, Executive wishes to, or has been and desires to remain employed by ABM, and to utilize such proprietary trade secrets, other confidential business information and goodwill in connection with his employment,

NOW THEREFORE, Executive and ABM agree as follows:

1. **EMPLOYMENT.** ABM hereby agrees to employ Executive, and Executive hereby accepts such employment, on the terms and conditions set forth in this Agreement.

2. **TITLE.** Executive’s title shall be President and Chief Executive Officer of ABM, subject to modification as mutually agreed upon by ABM and Executive.

3. **DEFINITIONS.** The capitalized terms used in this Agreement shall have the following definitions:

A. “2006 Equity Plan” means the Company’s 2006 Equity Incentive Plan (as amended and restated January 10, 2012), as may be amended from time to time, or such successor equity plans as may be adopted and administered by or on behalf of the Company from time to time.

B. “2006 Equity Plan Terms and Conditions” mean the Company’s Statement of Terms and Conditions Applicable to Options, Restricted Stock, Restricted Stock Units and Performance Shares Granted to Employees Pursuant to the 2006 Equity Plan (as amended and restated December 9, 2013), as may be amended from time to time, or such successor terms and

conditions or equity award agreements as may be adopted and administered by or on behalf of the Company from time to time with respect to equity awards under the 2006 Equity Plan.

C. "ABM" means ABM Industries Incorporated, its successors, and assigns.

D. "Accrued Compensation" means any and all previously earned, but as of yet unpaid, salary, and reimbursement of business expenses and fringe benefits as of yet unpaid or unprovided.

E. "Base Salary" means the salary paid under Paragraph 7A for the applicable Fiscal Year.

F. "Board" means the Board of Directors of ABM.

G. "Bonus" means a performance-based annual cash bonus payable under Paragraph 7B of this Agreement.

H. "CEO Committee" means a committee designated by the Board which shall constitute all of the Independent Directors.

I. "Company" means ABM and any of its subsidiaries or affiliates, including without limitation any limited liability companies or joint ventures, as applicable.

J. "Compensation Committee" means the Compensation Committee of the Board.

K. "EOIP" means the ABM Executive Officer Incentive Plan adopted by the Board on January 10, 2006, as such plan may be amended from time to time, or any successor plan.

L. "Executive" means Scott Salmirs.

M. "Fiscal Year" means the period beginning on November 1 of a calendar year and ending on October 31 of the following calendar year or such other period as shall be designated by the Board as ABM's fiscal year.

N. "Independent Directors" means the directors designated by the Board as independent directors, which persons shall qualify both as independent under the rules and regulations of the New York Stock Exchange and as outside directors under Section 162(m).

O. "Just Cause" means (i) theft or dishonesty, (ii) neglect or failure to perform employment duties, (iii) inability or unwillingness to perform employment duties, (iv) insubordination, (v) abuse of alcohol or other drugs or substances affecting Executive's performance of his employment duties, (vi) material and willful breach of this Agreement, (vii) other misconduct, unethical or unlawful activity, (viii) a conviction of or plea of "guilty" or "no contest" to a felony under the laws of the United States or any state thereof, or (ix) a conviction of or plea of "guilty" or "no contest" to a misdemeanor involving a crime of moral turpitude under the laws of the United States or any state thereof. A condition precedent to Just Cause under clauses (ii) and (iii) of this Paragraph 3O is notice from the Board that the conduct of Executive is

violating clause (ii) or (iii), as applicable, unless such conduct is immediately corrected to the satisfaction of the Board.

P. "Performance Assessment" means the Compensation Committee's annual assessment, after consultation with the CEO Committee, of Executive's performance compared against the Performance Criteria.

Q. "Performance Criteria" means the performance criteria for Executive established annually by the Compensation Committee, after consultation with the CEO Committee, in accordance with Paragraph 7B of this Agreement.

R. "Retirement Plan Benefits" mean the benefits provided upon Retirement (as defined in the 2006 Equity Plan Terms and Conditions) pursuant to the 2006 Equity Plan Terms and Conditions.

S. "Section 162(m)" means Section 162(m) of the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder, or any successor statute.

T. "Section 409A" means Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder, or any successor statute.

U. "State of Employment" means New York.

V. "Target Bonus" means 100% of Executive's Base Salary.

W. "Term" is the period beginning on the Effective Date and ending on October 31, 2017, unless sooner terminated under Paragraph 14 of this Agreement.

X. "Total Disability" means Executive's inability to perform his duties under this Agreement and shall be deemed to occur on the 91st consecutive or non-consecutive calendar day within any 12 month period that Executive is unable to perform his duties under this Agreement because of any physical or mental illness or disability.

4. **DUTIES & RESPONSIBILITIES.** During the Term, Executive shall be employed and serve as the President and Chief Executive Officer of the Company and shall have such duties and responsibilities commensurate with such title. Executive shall further perform such executive or managerial duties and responsibilities as are reasonably assigned, consistent with his role, from time-to-time by the Board, to which Executive shall directly and solely report and be accountable. As soon as practicable, the Company will nominate Executive to the Board, and continue to nominate Executive to the Board throughout the Term.

5. **TERM OF AGREEMENT.** This Agreement shall end on October 31, 2017 unless sooner terminated pursuant to Paragraph 14.

6. **PRINCIPAL OFFICE.** During the Term of this Agreement, Executive shall be based at an ABM office located in the State of Employment, City of New York, or such other location as shall be mutually agreed upon by the Board and Executive.

7. **COMPENSATION.** ABM agrees to compensate Executive, and Executive agrees to accept as compensation for Executive's assumption and performance of duties and responsibilities pursuant to this Agreement:

A. **SALARY.** Executive shall be entitled to a Base Salary in an amount to be determined by the CEO Committee in its sole discretion, provided that Executive's initial Base Salary shall be at an annual rate of \$760,000 and further provided that Executive's Base Salary shall not be reduced without Executive's consent.

B. **BONUS.** Subject to the provisions of the EOIP, the provisions of Paragraph 14 and subparagraphs (ii) and (iii) below, Executive shall be entitled to a cash Bonus for each Fiscal Year, as follows:

i. Executive's Bonus may range from 0% to 185% of the Target Bonus and shall be based on the Performance Assessment of Executive for the applicable Fiscal Year evaluated on the basis of the Performance Criteria. Performance Criteria may include both ABM and individual objectives, may be both qualitative and quantitative in nature and, except with respect to the Fiscal Year ending October 31, 2015 (the "2015 Fiscal Year"), shall be established and communicated to Executive within 90 days after the beginning of the Fiscal Year for which they apply. For the 2015 Fiscal Year, Executive shall be entitled to a bonus amount equal to the sum of (A) a prorated portion of the bonus amount for the fraction of the 2015 Fiscal Year completed prior to March 31, 2015, based on the bonus program established for Executive at the beginning of the 2015 Fiscal Year, including his position on the first day of such Fiscal Year, and the Company's actual financial performance for the entire Fiscal Year as compared to the financial performance goals for the year and (B) a prorated portion of the bonus amount for the fraction of the 2015 Fiscal Year completed after March 31, 2015, based on the bonus program established for Executive as the President and Chief Executive Officer for the remainder of the 2015 Fiscal Year and the Company's actual financial performance for the entire Fiscal Year as compared to the financial performance goals for the year, with such sum subject to the terms and conditions of the EOIP including any overriding actual financial performance requirement for the entire Fiscal Year. The Compensation Committee or the CEO Committee (or members of such committees) may seek the views of members of the Board with respect to whether the Performance Criteria have been achieved, provided that the Performance Assessment shall be solely determined by the Compensation Committee. The determination of the Bonus amount for each Fiscal Year shall be determined by the CEO Committee.

ii. ABM shall pay Executive the Bonus for each Fiscal Year as soon as practicable following completion of the audit of ABM's financial statements for such Fiscal Year and within 10 days after determination of the Bonus by the CEO Committee. Notwithstanding the foregoing, the Bonus shall be paid no later than March 15th of the year following the end of the calendar year in which the Bonus is earned. In the event of termination of employment hereunder other than a termination under Paragraph 14B or a termination under Paragraph 14C, ABM shall pay Executive a prorated portion of the Bonus for the fraction of the Fiscal Year completed prior to the date of termination, based on (A) the Company's actual financial performance for the entire Fiscal Year as compared to the financial performance goals for the year and a multiplier of 1.0 and (B) target level of performance with respect to Executive's individual objectives for such year and a multiplier of 1.0, in each case subject to the terms and conditions of the EOIP including any

overriding actual financial performance requirement for the entire Fiscal Year. The prorated portion of the Bonus shall be paid at such time as bonuses are paid to employees generally, but in no event later than March 15th of the year following the end of the calendar year in which the Bonus is earned.

iii. Absent bad faith or material error, any conclusions of the Compensation Committee or the CEO Committee with respect to the Performance Criteria, the Performance Assessment, or the actual Bonus shall be final and binding upon Executive and ABM.

iv. Notwithstanding any other provision of this Agreement, the CEO Committee may, no later than 90 days after the beginning of any Fiscal Year (but in no event later than the date required for the Bonus to qualify as performance-based compensation within the meaning of Section 162(m)), approve and notify Executive of a modification to the Target Bonus or the bonus range set forth in subparagraph (i) above. The CEO Committee's decision in this regard shall be deemed final and binding on Executive. In addition, the CEO Committee may grant a discretionary incentive bonus to Executive at any time in its sole discretion.

C. EQUITY PLAN PARTICIPATION. Executive shall be entitled to participate in the 2006 Equity Plan in accordance with its terms and in any other Company equity plan that is generally available to ABM's senior executive officers (as distinguished from general management), including, without limitation, any long-term incentive compensation plans or similar programs ("Annual Equity Plan Participation"). There is no guaranteed Annual Equity Plan Participation under this Agreement. Executive's Annual Equity Plan Participation shall be on the terms and subject to such conditions as are specified for the particular Company plans or programs. ABM reserves the right to amend or terminate the 2006 Equity Plan at any time subject to the terms of the 2006 Equity Plan. All awards granted regarding Executive's Annual Equity Plan Participation will be subject, as applicable, to the terms and conditions of any Company recoupment or "clawback" policy in effect on the date of grant for such awards.

D. FRINGE BENEFITS. Executive (including domestic partners, spouses and dependents) shall receive the then current fringe benefits generally provided by ABM to its executives on terms and conditions no less favorable to such executives. Such benefits may include but not be limited to the use of group health benefits, long-term disability benefits, group life insurance, sick leave and vacation. Each of these fringe benefits is subject to the applicable ABM policy at all times. Executive expressly agrees that should he terminate employment with ABM for the purpose of being re-employed by an ABM subsidiary or affiliate, he shall "carry-over" any previously accrued but unused vacation balance to the books of the applicable subsidiary or affiliate. ABM reserves the right to add, increase, reduce or eliminate any fringe benefit at any time, but no such benefit or benefits shall be reduced or eliminated as to Executive unless generally reduced or eliminated as to senior executives at ABM.

E. POST-EMPLOYMENT HEALTH INSURANCE ASSISTANCE. Subject to Paragraph 15 of this Agreement, upon Executive's termination of employment for any reason (other than for Just Cause) and concluding no later than 9 years after such termination, ABM upon Executive's termination of employment, on each anniversary of such date thereafter, and concluding with the ninth anniversary of such date, shall pay Executive \$10,000 per year to assist Executive in purchasing health insurance for Executive and his spouse. In the event that Executive

dies prior to the expiration of such ten-year period, ABM shall pay Executive's surviving spouse \$10,000 per year, as described above, until the first to occur of (i) the death of Executive's spouse or (ii) the end of the ten-year period.

8. **PAYMENT OR REIMBURSEMENT OF BUSINESS EXPENSES.** ABM shall pay directly or reimburse Executive for reasonable business expenses of ABM incurred by Executive in connection with ABM business in accordance with the ABM Travel & Entertainment Policy, as in effect from time to time.

9. **BUSINESS CONDUCT.** Executive shall dedicate his full business time and attention to the performance of duties hereunder, perform his duties in good faith and to a professional standard, and fully comply with all laws and regulations pertaining to the performance of his responsibilities, all ethical rules, ABM's Code of Business Conduct and Ethics, as well as any and all of policies, procedures and instructions of Company including but not limited to the provisions of ABM's Recoupment Policy and Section 304 of the Sarbanes-Oxley Act of 2002. Executive agrees that if he is approached by any person to discuss a possible acquisition or other transaction that could reasonably result in a change of control of ABM, Executive will immediately advise ABM's General Counsel and Chairman of the Board. In addition, in consideration for ABM entering into this Agreement, for a period commencing on the Effective Date and ending on the twelve (12) month anniversary of the termination of Executive's employment with ABM for any reason, Executive shall not, without the prior express authorization of the Board, directly or indirectly, individually or on behalf of any other person or entity, solicit, aid, induce, persuade or attempt to solicit, aid, induce or persuade any person or entity to take any action that would result in a change in control of ABM. Notwithstanding the foregoing, subject to the rules that are applicable to Executive, nothing herein shall preclude Executive from (i) serving, with the prior written consent of the Board, as a member of the boards of directors or advisory boards (or their equivalents in the case of a non-corporate entity) of non-competing businesses and charitable organizations, (ii) engaging in charitable activities and community affairs, and (iii) managing his personal investments and affairs; provided, however, that the activities set out in clauses (i), (ii), and (iii) shall be limited by Executive so as not to materially interfere, individually or in the aggregate, with the performance of his duties and responsibilities hereunder.

10. **NO CONFLICT.** Executive represents to ABM that Executive is not bound by any contract with a previous employer or with any other business that might prevent Executive from entering into this Agreement. Executive further represents that he is not bound by any other contract or covenant that in any way restricts or limits Executive's activities in relation to his employment with ABM that has not been fully disclosed to ABM prior to the signing of this Agreement.

11. **COMPANY PROPERTY.** ABM shall, from time to time, entrust to the care, custody and control of Executive certain of the Company's property, such as motor vehicles, equipment, supplies, passwords and electronic and paper documents. Such documents may include, but shall not be limited to, customer lists, financial statements, cost data, price lists, invoices, forms, electronic files and media, mailing lists, contracts, reports, manuals, personnel files or directories, correspondence, business cards, copies or notes made from Company documents and documents compiled or prepared by Executive for Executive's use in connection with Company business. Executive specifically acknowledges that all such items, including

passwords and documents, are the property of Company, notwithstanding their preparation, care, custody, control or possession by Executive at any time(s) whatsoever.

12. **GOODWILL & CONFIDENTIAL INFORMATION.** In connection with Executive's employment hereunder:

A. **CONFIDENTIAL INFORMATION.** Executive agrees to utilize and further the Company's goodwill among its customers, sales prospects and employees, and acknowledges that the Company may disclose to Executive, and Executive may disclose to the Company, Confidential Information (as defined in Exhibit A).

B. **DUTY OF LOYALTY.** Executive agrees that the Confidential Information and the Company's goodwill have unique value to the Company, are not generally known or readily available to the Company's competitors, and could only be developed by others after investing significant time and money. ABM makes the Confidential Information and the Company's goodwill available to Executive in reliance on Executive's agreement to hold the Confidential Information and the Company's goodwill in trust and confidence. Executive hereby acknowledges that to use this Confidential Information and the Company's goodwill other than for the benefit of Company would be a breach of such trust and confidence and a violation of Executive's duty of loyalty to Company.

13. **RESTRICTIVE COVENANTS.** In consideration of the compensation, contract term, potential severance benefits, continued employment provided by ABM, and access to Confidential Information, as defined below, necessary to the performance of Executive's duties hereunder, Executive hereby agrees to restrictive covenants set forth in Exhibit A and Appendix 1.

14. **TERMINATION OF EMPLOYMENT.** The Term shall terminate upon the earliest to occur of (i) Executive's death, (ii) a termination by reason of Total Disability, (iii) a termination by the Company with or without Just Cause, (iv) a termination by Executive; or (v) expiration of the Term.

A. **TERMINATION UPON EXPIRATION OF TERM.** Unless ABM and Executive mutually agree to extend the Term, Executive's employment shall terminate at the expiration of the Term. Upon termination pursuant to this Paragraph, Executive shall not be entitled to any payments under the Agreement, except to the extent that Paragraph 14J applies, other than (i) Accrued Compensation (ii) any unpaid Bonus in respect of any completed fiscal year that has ended prior to the date of such termination (the "Prior Year Bonus"); and (iii) an amount with respect to Bonus (if any) as determined by the CEO Committee pursuant to Paragraph 7B; provided, however, that if the expiration of the Term is in connection with a termination of employment for Just Cause or a voluntary termination of employment by Executive, such termination will be governed by the provisions of Paragraphs 14B and 14C, respectively. The Bonus (if any) and Prior Year Bonus (if any) shall be paid at such time as bonuses are paid to employees generally, but in no event later than March 15th of the year following the end of the calendar year in which the Bonus was earned. Upon termination pursuant to this Paragraph, Executive shall not be entitled to any payment or benefits under the ABM Severance Policy, or any policy or plan of the Company as in effect on the termination date.

B. TERMINATION FOR CAUSE. ABM may terminate Executive's employment hereunder at any time during the Term of this Agreement, without notice (except as specifically provided under Paragraph 3O, clauses (ii) and (iii)), subject only to a good faith determination by a majority of the Board of Just Cause. Upon such termination, Executive shall not be entitled to any payments under this Agreement other than the Accrued Compensation.

C. VOLUNTARY TERMINATION BY EXECUTIVE. At any time during the Term of this Agreement, Executive may terminate employment hereunder by giving ABM 60 days' prior written notice, and Executive shall not be entitled to any payments under this Agreement other than Accrued Compensation, post-employment health insurance assistance as set forth under Paragraph 7E, and any Retirement Plan Benefits.

D. DISABILITY OR DEATH. Executive's employment shall terminate automatically upon his death. The Company may terminate Executive's employment immediately upon the occurrence of a Total Disability, such termination to be effective upon Executive's receipt of written notice of such termination. ABM shall pay when due to Executive or, upon death, Executive's designated beneficiary or estate, as applicable, (i) the Accrued Compensation, (ii) the Prior Year's Bonus; and (iii) a prorated portion of the Bonus, as determined and payable under Paragraph 7B(ii). Upon such termination, Executive shall not be entitled to any other payments under this Agreement other than those benefits provided upon death or Total Disability pursuant to the 2006 Equity Plan Terms and Conditions and, post-employment health insurance assistance as set forth under Paragraph 7E.

E. TERMINATION WITHOUT JUST CAUSE. ABM may terminate Executive's employment hereunder without Just Cause at any time during the Term of this Agreement by giving Executive 60 days' written notice (or at ABM's discretion written notice of less than 60 days, provided in such case Executive shall be entitled to receive an additional amount equal to Executive's Base Salary plus Target Bonus for the number of days which the written notice is less than 60, with such amount payable with the first installment described in subparagraph (i) below). Upon Executive's termination without Just Cause, in addition to the Accrued Compensation and any Prior Year's Bonus, if any, Executive shall be entitled to receive (i) an amount equal to two times the sum of Executive's Base Salary and Target Bonus payable, subject to Paragraph 15 of this Agreement, in equal installments in accordance with the Company's normal payroll practice over the twenty-four month period following Executive's termination of employment, (ii) a prorated portion of the Bonus, as determined and payable under Paragraph 7B(ii), and (iii) post-employment health insurance assistance as set forth under Paragraph 7E. Notwithstanding the foregoing, all payments (other than Accrued Compensation and post-employment health insurance assistance as set forth under Paragraph 7E) due under this Paragraph 14E (and any other Paragraphs incorporated herein) shall be subject to Paragraph 15 and Paragraph 17 of this Agreement, as well as subject to reduction, surrender, or forfeiture pursuant to the ABM's Recoupment Policy, as may be in effect from time to time.

F. OTHER OBLIGATIONS. A termination of employment pursuant to Paragraph 14 of this Agreement will not affect any rights that Executive may have pursuant to any agreement, policy, plan, program or arrangement of Company providing employee benefits, which rights will be governed by the terms thereof, including the 2006 Equity Plan. To the extent that Executive receives payments or benefits by reason of his termination of employment pursuant to

any other severance agreement or employee plan (collectively, "Other Severance Agreements"), the amounts otherwise receivable under Paragraph 14 will be, to the extent permitted under Section 409A, reduced by the amounts actually paid pursuant to the Other Severance Agreements, but not below zero, to avoid duplication of payments so that the total amount payable or value of benefits receivable hereunder and under the Other Severance Agreements is not any more or less than the amounts so payable or value so receivable had such benefits been paid in full hereunder.

G. PAYMENTS AND BENEFITS WITH RESPECT TO A CHANGE IN CONTROL. Notwithstanding anything to the contrary in this Agreement or otherwise, if Executive employment is terminated under circumstances qualifying him for payments under the Change-in-Control Agreement entered into between Executive and ABM on the Effective Date, as amended from time to time (the "Change-in-Control Agreement"), Executive shall not be entitled to payments and benefits under Paragraph 14 of this Agreement and, alternatively, Executive's entitlement to payments and benefits, if any, shall be governed by the terms of his Change-in-Control Agreement.

H. PAYMENTS AND BENEFITS WITH RESPECT TO RETIREMENT UNDER THE 2006 EQUITY PLAN. Notwithstanding anything to the contrary in this Agreement or otherwise, if Executive voluntarily resigns and becomes entitled to the Retirement Plan Benefits, Executive shall not be entitled to any payments or benefits under Paragraph 14E of this Agreement, or any Other Severance Agreements, and alternatively, Executive's entitlement to payments and benefits, if any, shall be governed by the 2006 Equity Plan, the 2006 Equity Plan Terms and Conditions, Paragraph 7E hereof, and, if applicable, the Change-in-Control Agreement.

I. ACTIONS UPON TERMINATION. Upon termination of Executive's employment for any reason, Executive shall be deemed to have immediately resigned as an officer and/or director of ABM and of any of its subsidiaries or affiliates, including without limitation any limited liability companies or joint ventures, as applicable. Further, if during employment Executive held any membership or position as a representative of Company for any outside organization (such as BOMA, IREM, IFMA or BSCIA), or as a trustee for a union trust fund (such as a Taft-Hartley or similar fund), or any other fiduciary position with Company, upon termination of Executive's employment for any reason, Executive shall be deemed to have resigned from such membership or position, or trustee or fiduciary position, and shall reasonably cooperate with Company in any process whereby Company designates a new representative to replace the position vacated by Executive. Executive also agrees that all property set forth in Paragraph 11 of this Agreement (including without limitation all equipment, tangible Confidential Information, documents, records, notes, contracts and computer-generated materials), other than Executive's personal employment, equity, or compensation documents, furnished to or created or prepared by Executive incident to Executive's employment with Company belongs to Company and shall be promptly returned to Company upon termination of Executive's employment.

J. PAYMENTS UPON A QUALIFIED EXPIRATION OF TERM. In the event that Executive's employment terminates at the end of the Term pursuant to Paragraph 14A, and ABM had not offered to renew Executive's employment upon materially similar terms and conditions then; provided Executive is in compliance with his obligations under Paragraphs 12 and 13 and Exhibit A and its Appendix 1 of the Agreement, Executive shall be entitled to, in addition to the payments provided for under Paragraph 14A, an amount equal to one times the sum of

Executive's Base Salary and Target Bonus, subject to Paragraph 15 of this Agreement, in equal installments in accordance with the Company's normal payroll practice over the twelve-month period following Executive's termination of employment; provided that such payments shall cease upon the earlier of Executive commencing full time employment which does not violate Paragraph 13 or ABM's written notification to Executive that it is waiving Paragraph 1.5 of Exhibit A to the Employment Agreement.

15. **CONDITIONS TO PAYMENT AND ACCELERATION; CODE SECTION 409A.** Any and all amounts payable and benefits or additional rights provided pursuant to Paragraph 14E or Paragraph 14J of this Agreement, other than any Accrued Compensation, shall only be payable if Executive executes and delivers to ABM a valid release of claims within 60 days of his termination date, in a form tendered by ABM and reasonably acceptable to Executive, but containing no further post-employment restrictions other than those to which Executive is already subject (a "Waiver and Release Agreement"). No amounts payable or benefits, other than Accrued Compensation, shall be paid under this Agreement until Executive has executed and delivered his Waiver and Release Agreement and the period within which Executive may revoke his Waiver and Release Agreement has expired without revocation. Notwithstanding anything contained herein to the contrary, Executive shall not be considered to have terminated employment with ABM for purposes of this Agreement and no payments shall be due to Executive under this Agreement or any policy or plan of Company as in effect from time to time, providing for payment of amounts on termination of employment, unless Executive would be considered to have incurred a "separation from service" from Company within the meaning of Section 409A. Each amount to be paid or benefit to be provided under this Agreement shall be construed as a separate identified payment for purposes of Section 409A, and any payments described in Paragraph 14E or Paragraph 14J of this Agreement that are due within the "short term deferral period" as defined in Section 409A shall not be treated as deferred compensation unless applicable law requires otherwise. To the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement during the six-month period immediately following Executive's termination of employment shall instead be paid on the first business day after the date that is six months following Executive's termination of employment (or upon Executive's death, if earlier). In addition, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, if Executive terminates employment after October 15th of any year, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this policy prior to December 31st of the year in which the termination of employment occurs shall, subject to the previous sentence of this Paragraph, instead be paid on the first business day following January 1st of the year following Executive's termination of employment.

16. **GOVERNING LAW.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Employment.

17. **REMEDIES & DAMAGES.**

A. **INJUNCTIVE RELIEF.** The parties agree that compliance with Paragraphs 12 and 13 and Exhibit A and Appendix 1 of this Agreement is necessary to protect the business and goodwill of the Company, and that any breach of such Paragraphs, Exhibit, or Appendix will

result in irreparable and continuing harm to Company, for which monetary damages may not provide adequate relief. Accordingly, in the event of any actual or threatened breach of Paragraphs 12 or 13 of this Agreement or Exhibit A or Appendix 1 by Executive, Company and Executive agree that (i) Company shall be entitled to all appropriate remedies, including but not limited to temporary restraining orders and injunctions enjoining or restraining such actual or threatened breach and (ii) the Company may cease providing the consideration provided to Executive under Paragraph 14E or Paragraph 14J of this Agreement (unless otherwise ordered by a court of law and, in any event, exclusive of any benefits under Paragraph 7E). Executive hereby consents to the issuance thereof forthwith by any court of competent jurisdiction, without the need for posting any bond.

B. **WITHHOLDING AUTHORIZATION.** To the fullest extent permitted under the laws of the State of Employment hereunder, Executive authorizes ABM to withhold from any severance payments otherwise due to Executive and from any other funds held for Executive's benefit by ABM (other than under the Change in Control Agreement), any damages or losses sustained by Company as a result of any material breach or other material violation of this Agreement by Executive, pending resolution of the underlying dispute.

C. The parties agree to submit any dispute hereunder to the State and Federal Courts of New York, and hereinafter waive any objection based on personal jurisdiction to such courts.

18. **NO WAIVER.** Failure by either party to enforce any term or condition of this Agreement at any time shall not preclude that party from enforcing that provision, or any other provision of this Agreement, at any later time.

19. **SEVERABILITY.** The provisions of this Agreement are severable. If any arbitrator (or court as applicable hereunder) rules that any portion of this Agreement is invalid or unenforceable, the arbitrator's or court's ruling shall not affect the validity and enforceability of other provisions of this Agreement. It is the intent of the parties that if any provision of this Agreement is ruled to be overly broad, the arbitrator or court shall interpret such provision with as much permissible breadth as is allowable under law rather than consider such provision void.

20. **SURVIVAL.** All terms and conditions of this Agreement which by reasonable implication are meant to survive the termination of this Agreement, including but not limited to the provisions of Paragraphs 11, 12, 13, 14, 15, 16 and 17 of this Agreement and Exhibit A and Appendix 1, shall remain in full force and effect after the termination of this Agreement.

21. **INDEMNIFICATION.** Nothing contained in this Agreement shall be deemed to invalidate or deprive Executive of any rights to indemnification he may have under applicable law or as may be described in the Company's by-laws, policies and/or indemnity procedures.

22. **REPRESENTATIONS.** Executive represents and agrees that he has carefully read and fully understands all of the provisions of this Agreement, that he is voluntarily entering into this Agreement and has been given an opportunity to review all aspects of this Agreement with an attorney, if he chooses to do so.

23. **NOTICES.**

A. **ADDRESSES.** Any notice required or permitted to be given pursuant to this Agreement shall be in writing and delivered in person, or sent prepaid by certified mail, bonded messenger or overnight express, to the party named at the address set forth below or at such other address as either party may hereafter designate in writing to the other party:

Executive: Scott Salmirs
Address on file

Copy: Steven Eckhaus, Esq.
Cadwalader, Wickersham & Taft LLP
1 World Financial Center
New York, New York 10281
Attention: Steven Eckhaus, Esq.
steven.eckhaus@cwt.com

ABM: ABM Industries Incorporated
551 Fifth Avenue
New York, New York 10176
Attention: Board of Directors

Copy: ABM Industries Incorporated
551 Fifth Avenue
New York, New York 10176
Attention: General Counsel

B. **RECEIPT.** Any such notice shall be assumed to have been received when delivered in person or 48 hours after being sent in the manner specified above.

24. **ENTIRE AGREEMENT.** Unless otherwise specified herein, this Agreement sets forth every contract, understanding and arrangement as to the employment relationship between Executive and ABM. For the avoidance of doubt, Exhibit A and its Appendix 1 shall be deemed to be a part of this Agreement, and all references to this Agreement (including, without limitation, through the use of hereto, herein, hereof, etc.) shall be deemed to also refer to Exhibit A and its Appendix 1.

A. **NO EXTERNAL EVIDENCE.** The parties intend that this Agreement speak for itself, and that no evidence with respect to its terms and conditions other than this Agreement itself may be introduced in any arbitration or judicial proceeding to interpret or enforce this Agreement.

B. **SUPERSEDES OTHER AGREEMENTS.** It is specifically understood and accepted that this Agreement supersedes all oral and written employment agreements between Executive and ABM prior to the date of this Agreement other than the Change in Control Agreement as well as all conflicting provisions of Company's Human Resources Manual, including but not limited to the termination, discipline and discharge provisions contained therein.

Notwithstanding the foregoing, Executive's confidentiality and other restrictive covenant obligations, as set forth in this Agreement, are in addition to, and not in limitation or substitution of, Executive's similar or related obligations under Company policy or applicable law.

C. **AMENDMENTS.** This Agreement may not be amended except in a writing approved by the Board and signed by Executive and the Chair of the Compensation Committee.

IN WITNESS WHEREOF, Executive and the Chair of the Compensation Committee of the Board have executed this Agreement as of the dates set forth below.

Executive: Scott Salmirs

Signature: /s/ Scott Salmirs

Date: January 12, 2015

ABM: ABM Industries Incorporated

Signature: /s/ Sudhakar Kesavan

By: Sudhakar Kesavan

Title: Chair of the Compensation Committee

Date: January 12, 2015

EXHIBIT A

1. **RESTRICTIVE COVENANTS.** In consideration of the compensation, contract term, potential severance benefits, continued employment provided by Company, as well as the access Company will provide Executive to its Confidential Information, and current and prospective customers, all as necessary for the performance of Executive's duties hereunder, Executive hereby agrees to the following during Executive's employment and thereafter as provided:

- 1.1 **CONFIDENTIAL INFORMATION DEFINED.** For purposes of this Agreement, "Confidential Information" includes but is not limited to: (i) Company and its affiliated entities' trade secrets, know-how, ideas, applications, systems, processes and other confidential information which is not generally known to and/or readily ascertainable through proper means by the general public; (ii) plans for business development, marketing, business plans and strategies, budgets and financial statements of any kind, costs and suppliers, including but not limited to methods, policies, procedures, practices, devices and other means used by Company and its affiliates in the operation of its business, pricing plans and strategies, as well as information about Company and affiliated entity pricing structures and fees, unpublished financial information, contract provisions, training materials, profit margins and bid information; (iii) information regarding the skills, abilities, performance and compensation of other employees of Company or its affiliates, or of the employees of any company that contracts to provide services to Company or its affiliates; (iv) information of third parties to which Executive had access by virtue of Executive's employment, including, but not limited to information on customers, prospective customers, and/or vendors, including current or prospective customers' names, contact information, organizational structure(s), and their representatives responsible for considering the entry or entering into agreements for those services, and/or products provided by Company and its affiliates; customer leads or referrals; customer preferences, needs, and requirements (including but not limited to customer likes and dislikes, as well as supply and staffing requirements) and the manner in which they have been met by Company or its affiliates; customer billing procedures, credit limits and payment practices; and customer information with respect to contract and relationship terms and conditions, pricing, costs, profits, sales, markets, plans for future business and other development; purchasing techniques; supplier lists; (v) information contained in Company's LCMS database, JDE, LMS or similar systems; and (vi) any and all information related to past, current or future acquisitions between Company or Company-affiliated entities, including but not limited to information used or relied upon for said acquisition.
 - 1.2 **NON-DISCLOSURE.** Company and Executive acknowledge and agree that Company has invested significant effort, time and expense to develop
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its Confidential Information. Except in the performance of this Agreement, Executive agrees to hold all Confidential Information in the strictest confidence, and to refrain from making any unauthorized use or disclosure of such information both during Executive's employment and at all times thereafter. Except in the performance of the Agreement, Executive shall not directly or indirectly disclose, reveal, transfer or deliver to any other person or business, any Confidential Information which was obtained directly or indirectly by Executive from, or for, Company or its affiliates or by virtue of Executive's employment. This Confidential Information has unique value to Company and its affiliates, is not generally known or readily available by proper means to their competitors or the general public, and could only be developed by others after investing significant effort, time, and expense. Executive understands that Company or its affiliates would not make such Confidential Information available to Executive unless Company was assured that all such Confidential Information will be held in trust and confidence in accordance with this Agreement and applicable law. Executive hereby acknowledges and agrees to use this Confidential Information solely for the benefit of Company and its affiliated entities. Notwithstanding the foregoing, Executive will be permitted to disclose Confidential Information to the extent (x) such disclosure is made in connection with judicial or administrative proceedings, or (y) Executive is compelled to disclose such information to, or by, any governmental or judicial authority or otherwise required by applicable law or regulation.

- 1.3 **NON-SOLICITATION OF EMPLOYEES.** Executive acknowledges and agrees that Company has developed its work force as the result of its investment of substantial time, effort, and expense. During the course and solely as a result of Executive's employment with Company, Executive will come into contact with officers, directors, employees, and/or independent contractors of Company and affiliated-entities, develop relationships with and acquire information regarding their knowledge, skills, abilities, salaries, commissions, benefits, and/or other matters that are not generally known to the public. Executive further acknowledges and agrees that hiring, recruiting, soliciting, or inducing the termination of such individuals will cause increased expenses and a loss of business. Accordingly, Executive agrees that while employed by Company and for a period of twelve (12) months following the termination of Executive's employment (whether termination is voluntary or involuntary), Executive will not directly or indirectly solicit, hire, recruit or otherwise encourage, assist in or arrange for any officer, director, employee, and/or independent contractor to terminate his/her service relationship with Company or any other Company-affiliated entity, except in the proper performance of this Agreement. The prohibitions set forth in this Paragraph 1.3 shall include but not be limited to: (i) identifying to other companies or their agents, recruiting or staffing firms, or other third parties Company officers, directors, employees, or independent contractors who have specialized knowledge concerning Company's business, operations, processes, methods, or other confidential

affairs or who have contacts, experience, or relationships with particular customers; (ii) disclosing or commenting to other companies or their agents, recruiting or staffing firms, or other third parties regarding the quality or quantity of work, specialized knowledge, or personal characteristics of any person still engaged by Company or any other Company-affiliated entity; and (iii) providing such information to prospective companies or their agents, recruiting or staffing firms, or other third parties preceding possible engagement.

- 1.4 **NON-SOLICITATION OF CUSTOMERS.** Executive acknowledges and agrees that Company and its affiliates have identified, solicited, and developed their customers and developed customer relationships as the result of their investment of significant time, effort, and expense and that Company has a legitimate business interest in protecting these relationships. Executive further acknowledges that Executive would not have been privy to these relationships were it not for Executive's employment by Company. Executive further acknowledges and agrees that the loss of such customers and clients would damage Company and potentially cause Company great and irreparable harm. Consequently, Executive covenants and agrees that during, and for twelve (12) months following the termination of, Executive's employment with Company (whether such termination is voluntary or involuntary), Executive shall not, directly or indirectly, for the benefit of any person or entity other than Company, attempt to seek, seek, attempt to solicit, solicit, or accept work from any customer, client or active customer prospect: (i) with whom Executive developed a relationship while employed by Company or otherwise obtained Confidential Information about for the purpose of diverting business from Company or an affiliated entity; and (ii) that is located in a state or foreign country in which: (a) Executive performed work, services, or engaged in business activity on behalf of Company within the 12-month period preceding the effective date of Executive's termination of employment; and/or (b) where Company has business operations and Executive was provided Confidential Information regarding Company's business activities in those territories within the 12-month period preceding the effective date of Executive's termination of employment.
- 1.5 **POST EMPLOYMENT COMPETITION.** Executive agrees that, while employed by Company and for a period of twelve (12) months following Executive's termination of employment (whether such termination is voluntary or involuntary), Executive shall not work, perform services for, or engage in any business, enterprise, or operation that engages in a Competing Business (as defined below) in a Restricted Territory (as defined below). For purposes of this Agreement, "Competing Business" means the provision of any goods, products, or services that are the same or substantially similar to those provided by Company, or any Company-affiliated entity with respect to which Executive had Confidential Information, in the 12 month period preceding the effective date of

Executive's termination of employment. Executive acknowledges that Company and its affiliates are engaged in business in various states throughout the U.S. and various international locations. Accordingly, and in view of the nature of Executive's nationwide position and responsibilities, "Restricted Territory" as used herein means each state and each foreign country: (i) in which Executive performed work, services, or engaged in business activity on behalf of Company within the 12-month period preceding the effective date of Executive's termination of employment; and/or (ii) where Company has business operations and Executive was provided Confidential Information regarding Company's business activities in those territories within the 12-month period preceding the effective date of Executive's termination of employment. The restrictions in this Paragraph 1.5 shall only apply if, within the 12 month period prior to the effective date of Executive's termination, Executive was employed by Company to perform sales, marketing, and/or operational activities, or was directly involved in corporate development and strategy (i.e., mergers, acquisitions, divestitures and/or other corporate strategic initiatives) for Company or its affiliates.

- 1.6 **NON-DISPARAGEMENT.** Following the termination of Executive's employment for any reason, Executive agrees not to make any statement or take any action which disparages, defames, or places in a negative light Company, Company-affiliated entities, or its or their reputation, goodwill, commercial interests or past or present officers, directors, employees, agents or other service providers.
- 1.7 **CREATIONS.** The terms and conditions set forth in Appendix 1 attached hereto are hereby incorporated by reference as though fully set forth herein.
- 1.8 **CONFIDENTIAL INFORMATION OF OTHERS.** Executive will not use, disclose to Company or induce Company to use any legally protected confidential, proprietary or trade secret information or material belonging to others which comes into Executive's knowledge or possession at any time, nor will Executive use any such legally protected information or material in the course of Executive's employment with Company. Executive has no other agreements or relationships with or commitments to any other person or entity that conflicts with Executive's obligations to Company as an employee of Company or under this Agreement, and Executive represents that Executive's employment will not require Executive to violate any legal obligations to any third-party. In the event Executive believes that Executive's work at Company would make it difficult for Executive not to disclose to Company any legally protected confidential, proprietary or trade secret information or materials belonging to others, Executive will immediately inform the CEO Committee. Executive has not entered into, and Executive agrees Executive will not enter into, any oral or written agreement in conflict with this Agreement.

- 1.9 COOPERATION WITH LEGAL MATTERS. During Executive's employment with Company and thereafter, Executive shall cooperate with Company and any Company-affiliated entity in its or their investigation, defense or prosecution of any potential, current or future legal matter in any forum, including but not limited to lawsuits, administrative charges, audits, arbitrations, and internal and external investigations. Executive's cooperation shall include, but is not limited to, reviewing and preparing documents and reports, meeting with attorneys representing any Company-affiliated entity, providing truthful testimony, and communicating Executive's knowledge of relevant facts to any attorneys, experts, consultants, investigators, employees or other representatives working on behalf of a Company-affiliated entity. Except as required by law, Executive agrees to treat all information regarding any such actual or potential investigation or claim as confidential. Executive also agrees not to discuss or assist in any litigation, potential litigation, claim, or potential claim with any individual (or their attorney or investigator) who is pursuing, or considering pursuing, any claims against Company or a Company-affiliated entity, unless required by law. In performing the tasks outlined in this Paragraph 1.9, Executive shall be bound by the covenants of good faith and veracity set forth in ABM's Code of Business Conduct and Ethics and by all legal obligations. Nothing herein is intended to prevent Executive from complying in good faith with any subpoena or other affirmative legal obligation. Executive agrees to notify Company immediately in the event there is a request for information or inquiry pertaining to Company, any Company-affiliated entity, or Executive's knowledge of or employment with Company. In performing responsibilities under this Paragraph at the request or for the benefit of Company, Executive shall be compensated for Executive's time at an hourly rate of \$400 per hour, plus his reasonable travel expenses. However, during any period in which Executive is an employee of Company or is receiving payments pursuant to Paragraph 14 of this Agreement or pursuant to the terms of any Other Severance Agreement, Executive shall not be so compensated.
- 1.10 REMEDIES AND DAMAGES. The parties agree that compliance with Paragraphs 1.1 – 1.9 of this Exhibit A and Appendix 1 is necessary to protect the business and goodwill of Company, that the restrictions contained herein are reasonable and that any breach of such Paragraphs will result in irreparable and continuing harm to Company, for which monetary damages will not provide adequate relief. Accordingly, in the event of any actual or threatened breach of any covenant or promise made by Executive herein, Company and Executive agree that Company shall be entitled to all appropriate remedies, including but not limited to temporary restraining orders and injunctions enjoining or restraining such actual or threatened breach. Executive hereby consents to the issuance thereof forthwith by any court of competent jurisdiction without the need for posting any bond.

1.11 LIMITATIONS. Nothing in this Agreement shall be binding upon the parties to the extent it is void or unenforceable for any reason in the State of New York, including, without limitation, as a result of any law regulating competition or proscribing unlawful business practices; provided, however, that to the extent that any provision in this Agreement could be modified to render it enforceable under applicable law, it shall be deemed so modified and enforced to the fullest extent allowed by law.

APPENDIX 1

A. **ASSIGNMENT.** Executive hereby assigns, and agrees to assign, to Company, without additional compensation, Executive's entire right, title and interest in and to (a) all Creations (as defined below), and (b) all benefits, privileges, causes of action and remedies relating to the Creations, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Creation; and to settle and retain proceeds from any such actions). As used herein, the term "Creations" includes, but is not limited to, creations, inventions, works of authorship, ideas, processes, technology, formulas, software programs, writings, designs, discoveries, modifications and improvements, whether or not patentable or reduced to practice and whether or not copyrightable, that relate in any manner to the actual or demonstrably anticipated business or research and development of Company or its affiliates, and that are made, conceived or developed by Executive (either alone or jointly with others), or result from or are suggested by any work performed by Executive (either alone or jointly with others) for or on behalf of Company or its affiliates: (i) during the period of Executive's employment with Company, whether or not made, conceived or developed during regular business hours; or (ii) after termination of Executive's employment if based on Confidential Information. Executive agrees that all such Creations are the sole property of Company or any other entity designated by it, and, to the maximum extent permitted by applicable law, any copyrightable Creation will be deemed a work made for hire.

B. **DISCLOSURE.** Executive agrees to disclose promptly and fully to Executive's immediate supervisor at Company, and to hold in confidence for the sole right, benefit and use of Company, any and all Creations made, conceived or developed by Executive (either alone or jointly with others) during Executive's employment with Company, or within twelve (12) months after the termination of Executive's employment if based on Confidential Information. Such disclosure will be received and held in confidence by Company. In addition, Executive agrees to keep and maintain adequate and current written records on the development of all Creations made, conceived or developed by Executive (either alone or jointly with others) during Executive's period of employment or during the twelve (12) month period following termination of Executive's employment, which records will be available to and remain the sole property of Company at all times.

C. **ASSIST WITH REGISTRATION.** Executive agrees that Executive will, at Company's request, promptly execute a written assignment of title for any Creation required to be assigned by Paragraph A of this Appendix 1. Executive further agrees to perform, during and after Executive's employment, all acts deemed necessary or desirable by Company to assist it (at its expense) in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Creation assigned to Company pursuant to Paragraph A of this Appendix 1. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. Should Company be unable to secure Executive's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Creation, whether due to Executive's mental or physical incapacity or any other cause, Executive hereby irrevocably designates and appoints Company and each of its duly authorized officers and agents as Executive's agent and attorney-in-fact, to undertake such

acts in Executive's name as if executed and delivered by Executive, and Executive waives and quitclaims to Company any and all claims of any nature whatsoever that Executive may not have or may later have for infringement of any intellectual property rights in the Creations. Company will compensate Executive at an hourly rate of \$400 per hour for time actually spent by Executive at Company's request on such assistance at any time following termination of Executive's employment with Company.

CHANGE IN CONTROL AGREEMENT

This Change in Control Agreement (this “Agreement”), effective as of March 31, 2015, is made between ABM Industries Incorporated, a Delaware corporation (the “Company”) and the individual executing this Agreement as the Executive on the signature page (the “Executive”).

RECITALS

A. The Executive is a senior executive of the Company and is expected to make major contributions to the short- and long-term profitability, growth and financial strength of the Company;

B. The Company recognizes that the possibility of a Change in Control, as hereinafter defined, exists and that such possibility, and the uncertainty it may create among management, may result in the distraction or departure of management personnel, to the detriment of the Company and its stockholders, including a reduction of the value received by stockholders in a Change in Control transaction;

C. The Company desires to assure itself of both present and future continuity of management and to establish fixed severance benefits for certain of its senior executives, including the Executive, applicable in the event of a Change in Control; and

D. The Company desires to provide additional inducement for the Executive to continue to remain in the employ of the Company. Accordingly, the Company and the Executive agree as follows:

1. Certain Defined Terms. In addition to terms defined elsewhere herein, the following terms have the following meanings when used in this Agreement with initial capital letters:

(a) “After-Tax Amount” means the amount to be received by the Executive determined on an after-tax basis taking into account the excise tax imposed pursuant to Section 4999 of the Code, or any successor provision thereto, any tax imposed by any comparable provision of state law and any applicable federal, state and local income and employment taxes.

(b) “Base Pay” means the Executive’s annual base salary rate as in effect at the time a determination is required to be made under Section 4.

(c) “Board” means the Board of Directors of the Company; any action of the Board herein contemplated will be valid if adopted by a majority of the total number of directors then in office or a majority of the Incumbent Directors and, for purposes of interpreting, amending or waiving any portion of this Agreement, may be adopted by a majority of the Incumbent Directors by written action, whether or not unanimous, or may be delegated by specific action of the Board of Directors after the date hereof to any directorate committee comprised solely of Incumbent Directors who are also Independent Directors.

(d) “Cause” shall mean, with respect to the Executive: (i) the willful and continued failure to substantially perform the Executive’s duties and responsibilities for reasons

other than death or disability, after a written demand for substantial performance is delivered to him by the Company which specifically identifies the manner in which the Company believes that the Executive has not substantially performed the Executive's duties, and Executive fails to promptly and substantially cure his performance consistent with the written demand; (ii) the Executive's conviction (or entry of a plea bargain admitting criminal guilt) of any felony or a misdemeanor involving moral turpitude; (iii) intentional breach by the Executive of his fiduciary obligations to the Company or any securities laws applicable to the Company for which Executive has direct responsibility and of which he was not acting under instructions of the Board or under the belief, based on advice of Company counsel, that his conduct was appropriate; or (iv) intentional wrongful engagement by the Executive in any Competitive Activity; and, for purposes of this subsection (iv), any such act shall have been demonstrably and materially harmful to the Company. For purposes of this Agreement, no act or failure to act on the part of the Executive will be deemed "intentional" if it was due primarily to an error in judgment or negligence, but will be deemed "intentional" only if done or omitted to be done by the Executive not in good faith and without reasonable belief that the Executive's action or omission was in the best interest of the Company.

(e) "Change in Control" means that during the Term any of the following events occurs, provided that the occurrence of such event constitutes a "change in effective ownership or control" of the Company, as defined in Section 409A:

(i) any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "Person") (A) is or becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 35% of the combined voting power of the then-outstanding Voting Stock of the Company or succeeds in having nominees as directors elected in an "election contest" within the meaning of Rule 14a-12(c) under the Exchange Act and (B) within 18 months after either such event, individuals who were members of the Board immediately prior to either such event cease to constitute a majority of the members of the Board; or

(ii) a majority of the Board ceases to be comprised of Incumbent Directors; or

(iii) the consummation of a reorganization, merger, consolidation, plan of liquidation or dissolution, recapitalization or sale or other disposition of all or substantially all of the assets of the Company or the acquisition of the stock or assets of another corporation, or other transaction (each, a "Business Transaction"), unless, in any such case, (A) no Person (other than the Company, any entity resulting from such Business Transaction or any employee benefit plan (or related trust) sponsored or maintained by the Company, any Subsidiary or such entity resulting from such Business Transaction) beneficially owns, directly or indirectly, 35% or more of the combined voting power of the then-outstanding shares of Voting Stock of the entity resulting from such Business Transaction or, if it is such entity, the Company and (B) at least one-half of the members of the Board of Directors of the entity resulting from such Business Transaction were Incumbent

Directors at the time of the execution of the initial agreement providing for such Business Transaction.

(f) “Code” means the Internal Revenue Code of 1986, as amended.

(g) “Competitive Activity” means the Executive’s participation, without the written consent signed by an officer of the Company and authorized by the Board, in the management of any business enterprise if (i) such enterprise engages in substantial and direct competition with the Company and such enterprise’s sales of any product or service competitive with any product or service of the Company amounted to 10% of such enterprise’s net sales for its most recently completed fiscal year and if the Company’s net sales of said product or service amounted to 10% of the Company’s net sales for its most recently completed fiscal year or (ii) the primary business done or intended to be done by such enterprise is in direct competition with the business of providing facility services in any geographic market in which the Company operates. “Competitive Activity” will not include the mere ownership of securities in any such enterprise and the exercise of rights appurtenant thereto, if such ownership is less than 5% of the outstanding voting securities or units of such enterprise.

(h) “Employee Benefits” means the benefits and service credit for benefits as provided under any and all employee retirement income and welfare benefit policies, plans, programs or arrangements in which the Executive is entitled to participate, including without limitation any stock option, performance share, performance unit, stock purchase, stock appreciation, savings, pension, supplemental executive retirement, or other retirement income or welfare benefit, deferred compensation, incentive compensation, group or other life, health, medical/hospital or other insurance (whether funded by actual insurance or self-insured by the Company or a Subsidiary), disability, salary continuation, expense reimbursement and other employee benefit policies, plans, programs or arrangements that may now exist or any equivalent successor policies, plans, programs or arrangements that may be adopted hereafter by the Company or a Subsidiary, providing benefits and service credit for benefits at least as great in the aggregate as are payable thereunder immediately prior to a Change in Control.

(i) “ERISA” means the Employee Retirement Income Security Act of 1976, as amended.

(j) “Excess Parachute Payment” means a payment that creates an obligation for Executive to pay excise taxes under Section 280G or 4999 of the Code or any successor provision thereto.

(k) “Exchange Act” means the Securities Exchange Act of 1934, as amended.

(l) “Good Reason” means the occurrence of one or more of the following events:

(i) Failure to elect or reelect or otherwise to maintain the Executive in the offices or the positions he had with the Company immediately prior to a Change in Control, or in a substantially equivalent or better office or position than that which he had with the Company immediately prior to the Change in Control,

in either such case with the Company, any legal successor to the Company or, if the Company merges with or into another entity with substantial operations, with respect to the business of the Company and its Subsidiaries substantially as conducted immediately prior to the Change in Control;

(ii) Failure of the Company to remedy any of the following within 30 calendar days after receipt by the Company of written notice thereof from the Executive: (A) a significant adverse change in the nature or scope of the authorities, powers or functions attached to the position which the Executive held immediately prior to the Change in Control, (B) a material reduction in the Executive's Base Pay, (C) a material reduction in the Executive's Incentive Pay Opportunity or Incentive Pay Target, or (D) the termination or denial of the Executive's rights to material Employee Benefits or a material reduction in the scope or value thereof, unless such termination or reduction referred to in clauses (B), (C) or (D) applies on a substantially similar basis to all executives of the Company and the Company's acquiror or successor, or such right is replaced with a right with a substantially similar scope or value;

(iii) The liquidation, dissolution, merger, consolidation or reorganization of the Company or the transfer of all or substantially all of its business and/or assets, unless the successor or successors (by liquidation, merger, consolidation, reorganization, transfer or otherwise) to which all or substantially all of its business and/or assets have been transferred (by operation of law or otherwise) assumed all duties and obligations of the Company under this Agreement pursuant to Section 11(a);

(iv) If the Executive's principal residence at the time in question is within 35 miles of the Company's headquarters or the headquarters of the Subsidiary that is the Executive's employer, the Company requires the Executive to have Executive's principal location of work changed to any location that is in excess of 50 miles from such residence without the Executive's prior written consent; or

(v) Without limiting the generality or effect of the foregoing, any material breach of this Agreement or any Other Employment Agreement (as defined in Section 6) by the Company or any successor thereto which is not remedied by the Company within 10 calendar days after receipt by the Company of written notice from the Executive of such breach.

A termination of employment by the Executive for one of the reasons set forth in clauses (i) - (v), above, will not constitute "Good Reason" unless, within the 60-day period immediately following the occurrence of such Good Reason event, the Executive has given written notice to the Company specifying in reasonable detail the event or events relied upon for such termination and the Company has not remedied such event or events within 30 days of the receipt of such notice. The Company and the Executive may mutually waive in writing any of the foregoing provisions with respect to an event or events that otherwise would constitute Good Reason.

(m) “Incumbent Directors” means the individuals who, as of the date hereof, are directors of the Company and any individual becoming a director subsequent to the date hereof whose election, nomination for election by the Company’s shareholders or appointment was approved by a vote of at least two-thirds of the then Incumbent Directors (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without objection to such nomination); provided, however, that an individual shall not be an Incumbent Director if such individual’s election or appointment to the Board occurs as a result of an actual or threatened election contest (as described in Rule 14a-12(c) of the Exchange Act) with respect to the election or removal of Directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board.

(n) “Incentive Pay” means compensation payable under an Incentive Pay Plan in addition to Base Pay which is determined by reference to one or more performance measures and which is payable in cash.

(o) “Incentive Pay Opportunity” means the maximum amount of Incentive Pay that the Executive would receive pursuant to any Incentive Pay Plan in existence immediately prior to a Change in Control (disregarding the effects of the Change in Control, including without limitation increased depreciation or amortization, financing expense and transaction costs), assuming satisfaction of all thresholds or other conditions thereto established (i) prior to the Change in Control or (ii) after the Change in Control either (A) with the Executive’s specific prior written approval or (B) by action of a committee of the Board comprised solely of Independent Directors.

(p) “Incentive Pay Plan” means any plan, program, agreement or arrangement (excluding employee stock options, restricted stock, restricted stock units, performance shares or other rights the value of which is determined by reference to the value of the Company’s common stock).

(q) “Incentive Pay Target” means the amount or value of Incentive Pay the Executive would have received assuming that the Incentive Pay Plans in effect immediately prior to the Change in Control continue unchanged and are satisfied at the target level and, if applicable, any conditions to entitlement to payment at the target level thereunder that are not measured by the Company’s results of operation are satisfied at the target level.

(r) “Independent Directors” means directors who qualify as “independent” directors under then-applicable New York Stock Exchange rules applicable to compensation committees (whether or not the Company’s securities continue to be listed for trading thereon).

(s) “Other Agreement” means an agreement, contract or understanding (including any option or equity plan or agreement) other than this Agreement, heretofore or hereafter entered into by the Executive with the Company or any Subsidiary.

(t) “Retirement Plans” means the benefit plans of the Company that are intended to be qualified under Section 401(a) of the Code and any supplemental executive retirement benefit plan or any other plan that is a successor thereto as such Retirement Plans were

in effect immediately prior to the Change in Control and if the Executive was a participant in such Retirement Plan immediately prior to the Change in Control.

(u) Section 409A means Section 409A of the Code, and the regulations and guidance promulgated thereunder, or any successor statute.

(v) "Severance Period" means the period of time commencing on the date of the first occurrence of a Change in Control and continuing until the earlier of (i) the second anniversary of the occurrence of the Change in Control and (ii) the Executive's death.

(w) "Subsidiary" means an entity in which the Company directly or indirectly beneficially owns 50% or more of the outstanding voting interests.

(x) "Term" means the period commencing as of the date hereof and expiring on the close of business on October 31, 2017; provided, however, that (i) if a Change in Control occurs during the Term, the Term will expire on the last day of the Severance Period; and (ii) subject to Section 3(c), if, prior to a Change in Control, the Executive ceases for any reason to be a full-time employee of the Company, thereupon without further action the Term shall be deemed to have expired and this Agreement will immediately terminate and be of no further effect.

(y) "Termination Date" means the date on which the Executive's employment is terminated (the effective date of which will be the date of termination, or such other date that may be specified by the Executive if the termination is pursuant to Section 3(b)); provided such date constitutes the date of the Executive's "separation from service" as defined in Section 409A.

(z) "Voting Stock" means securities entitled to vote generally in the election of directors.

(aa) "Welfare Benefits" means Employee Benefits that are provided under any "welfare plan" (within the meaning of Section 3(1) of ERISA) of the Company, and fringe benefits and other perquisites of employment, such as car allowances, club dues, financial planning and product discounts.

2. Operation of Agreement. This Agreement will be effective and binding immediately upon its execution, but, anything in this Agreement to the contrary notwithstanding, this Agreement will not be operative unless and until a Change in Control occurs. Upon the occurrence of a Change in Control at any time during the Term, without further action, this Agreement will become immediately operative.

3. Termination Following a Change in Control. (a) In the event of the occurrence of a Change in Control, the Executive's employment may be terminated by the Company during the Severance Period and the Executive will be entitled to the benefits provided by Section 4 unless such termination is the result of the occurrence of one or more of the following events:

(i) the Executive's death;

(ii) the Executive becomes permanently disabled within the meaning of, and begins actually to receive disability benefits pursuant to, the long-term disability plan in effect for, or applicable to, the Executive immediately prior to the Change in Control; or

(iii) Cause.

If, during the Severance Period, the Executive's employment is terminated by the Company other than pursuant to Section 3(a)(i), 3(a)(ii) or 3(a)(iii), the Executive will be entitled to the benefits provided by Section 4, provided that such termination constitutes a "separation from service" as defined in Section 409A.

(b) In the event of the occurrence of a Change in Control, the Executive may terminate employment with the Company during the Severance Period for Good Reason with the right to severance compensation as provided in Section 4 regardless of whether any other reason, other than Cause, for such termination exists or has occurred, including without limitation other employment or permanent disability.

(c) Nothing in this Agreement will (i) be construed as creating an express or implied contract of employment, changing the status of Executive as an employee at will, giving the Executive any right to be retained in the employ of the Company, or giving the Executive the right to any particular level of compensation or benefits or (ii) interfere in any way with the right of the Company to terminate the employment of the Executive at any time with or without Cause, subject in either case to the obligations of the Company under this Agreement.

4. Severance Compensation. (a) If, following the occurrence of a Change in Control, the Company terminates the Executive's employment during the Severance Period other than pursuant to Section 3(a)(i), 3(a)(ii) or 3(a)(iii), or if the Executive terminates Executive's employment pursuant to Section 3(b) (in either case, any such termination, a "Triggering Termination"), and provided that such Triggering Termination constitutes a "separation from service" as defined in Section 409A, the Company will pay to the Executive the amounts described in Annex A within five business days after the Termination Date (subject to the provisions of Section 4(d) of this Agreement) and will continue to provide to the Executive the benefits described in Annex A for the periods described therein.

(b) Without limiting the rights of the Executive at law or in equity, if the Company fails to make any payment or provide any benefit required to be made or provided hereunder on a timely basis, the Company will pay interest on the amount or value thereof at an annualized rate of interest equal to the "prime rate" as set forth from time to time during the relevant period in The Wall Street Journal "Money Rates" column, plus 200 basis points, compounded monthly, or, if less, the maximum rate legally allowed. Such interest will be payable as it accrues on demand. Any change in such prime rate will be effective on and as of the date of such change.

(c) Unless otherwise expressly provided by the applicable plan, program or agreement, after the occurrence of a Change in Control, the Company will pay in cash

to the Executive a lump sum amount equal to the sum of (i) any unpaid Incentive Pay that has been earned, accrued, allocated or awarded to the Executive for any performance period that by its terms as in effect prior to a Triggering Termination has been completed (any such period, a "Completed Performance Period") (regardless of whether payment of such compensation would otherwise be contingent on the continuing performance of services by the Executive) and (ii) the Pro Rata Portion of the Incentive Pay Target in effect for any subsequent performance period. For this purpose, "Pro Rata Portion" means (x) the number of days from and including the first day immediately following the last day of the immediately preceding Completed Performance Period to and including the Termination Date, divided by (y) the total number of days in such subsequent performance period. Such payments will be made at the earlier of (x) the date prescribed for payment pursuant to the applicable plan, program or agreement and (y) within five business days after the Termination Date, and will be payable and calculated disregarding any otherwise applicable vesting requirements.

(d) To the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement during the six-month period immediately following the Executive's termination of employment shall instead be paid on the first business day after the date that is six months following the Executive's termination of employment (or upon the Executive's death, if earlier). In addition, for purposes of this Agreement, each amount to be paid or benefit to be provided shall be construed as a separate identified payment for purposes of Section 409A, and any payments described in Annex A that are due within the "short term deferral period" as defined in Section 409A shall not be treated as deferred compensation unless applicable law requires otherwise.

5. Limitations on Payments and Benefits. Notwithstanding any provision of this Agreement or any Other Agreement to the contrary, if any amount or benefit to be paid or provided under this Agreement or any Other Agreement would be an Excess Parachute Payment (including after taking into account the value, to the maximum extent permitted by Section 280G of the Code, of the covenants in Section 8 hereof), but for the application of this sentence, then the payments and benefits to be paid or provided under this Agreement and any Other Agreement will be reduced to the minimum extent necessary (but in no event to less than zero) so that no portion of any such payment or benefit, as so reduced, constitutes an Excess Parachute Payment; provided, however, that the foregoing reduction will not be made if such reduction would result in the Executive receiving an After-Tax Amount less than 90% of the After-Tax Amount of the severance payments he or she would have received under Section 4 or under any Other Agreement without regard to this clause. Whether requested by the Executive or the Company, the determination of whether any reduction in such payments or benefits to be provided under this Agreement or otherwise is required pursuant to the preceding sentence, and the value to be assigned to the Executive's covenants in Section 8 hereof for purposes of determining the amount, if any, of the Excess Parachute Payment will be made at the expense of the Company by the Company's independent accountants or benefits consultant. The fact that the Executive's right to payments or benefits may be reduced by reason of the limitations contained in this Section 5 will not of itself limit or otherwise affect any other rights of the Executive pursuant to this Agreement or any Other Agreement. In the event that any payment or benefit intended to be provided is required to be reduced pursuant to this Section 5, the Executive will be entitled to designate the payments and/or

benefits to be so reduced in order to give effect to this Section 5, to the extent that the payment or benefit does not constitute deferred compensation within the meaning of Section 409A. The Company will provide the Executive with all information reasonably requested by the Executive to permit the Executive to make such designation.

6. No Mitigation Obligation; Other Agreements. (a) The Company hereby acknowledges that it will be difficult and may be impossible for the Executive to find reasonably comparable employment following the Termination Date. Accordingly, the payment of the severance compensation by the Company to the Executive in accordance with the terms of this Agreement is hereby acknowledged by the Company to be reasonable, and the Executive will not be required to mitigate the amount of any payment provided for in this Agreement by seeking other employment or otherwise, nor will any profits, income, earnings or other benefits from any source whatsoever create any mitigation, offset, reduction or any other obligation on the part of the Executive hereunder or otherwise, except as expressly provided in Paragraph 2(E) of Annex A.

(b) A termination of employment pursuant to Section 3(a), 3(b) or 3(c) will not affect any rights that the Executive may have pursuant to any agreement, policy, plan, program or arrangement of the Company or Subsidiary providing Employee Benefits, which rights will be governed by the terms thereof. To the extent that the Executive receives payments by reason of his or her termination of employment pursuant to any other employment or severance agreement or employee plan (collectively, "Other Employment Agreements"), the amounts otherwise receivable under Section 4 will be reduced by the amounts actually paid pursuant to the Other Employment Agreements, but not below zero, to avoid duplication of payments so that the total amount payable or value of benefits receivable hereunder and under the Other Employment Agreements is not less than the amounts so payable or value so receivable had such benefits been paid in full hereunder.

7. Legal Fees and Expenses. It is the intent of the Company that the Executive not be required to incur legal fees and the related expenses associated with the interpretation, enforcement or defense of the Executive's rights in connection with any dispute arising under this Agreement because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Executive hereunder. Accordingly, if it should appear to the Executive that the Company has failed to comply with any of its obligations under this Agreement or in the event that the Company or any other person takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any proceeding designed to deny, or to recover from, the Executive the benefits provided or intended to be provided to the Executive hereunder, the Company irrevocably authorizes the Executive from time to time to retain counsel of the Executive's choice, at the expense of the Company as hereafter provided, to advise and represent the Executive in connection with any such dispute or proceeding. Without respect to whether the Executive prevails, in whole or in part, in connection with any of the foregoing, the Company will pay and be solely financially responsible for any and all reasonable attorneys' and related fees and expenses incurred by the Executive in connection with any of the foregoing; provided that, in regard to such matters, the Executive has not acted in bad faith. The Executive shall promptly submit a written request for reimbursement of such expenses, but in no event later than ninety days following the date on which such expenses were incurred, accompanied by such evidence of fees and expenses incurred as the Company may reasonably require, and such reimbursements will be made within thirty business days after delivery of the Executive's written requests for payment.

8. Competitive Activity; Confidentiality; Nonsolicitation. (a) For the period following the Termination Date specified in Paragraph (3) of Annex A (the “Non-Competition Period”), subject to the Executive’s receipt of benefits under Section 4, the Executive will not, without the prior written consent of the Company, which consent will not be unreasonably withheld, engage in any Competitive Activity.

(b) During the Term, the Company agrees that it will disclose to the Executive its confidential or proprietary information (as defined in this Section 8(b)) to the extent necessary for the Executive to carry out the Executive’s obligations to the Company. The Executive hereby covenants and agrees that the Executive will not, without the prior written consent of the Company, during the Term and two years thereafter disclose to any person not employed by the Company, or use in connection with engaging in competition with the Company, any confidential or proprietary information of the Company. For purposes of this Agreement, the term “confidential or proprietary information” will include all information of any nature and in any form that is owned by the Company and that is not publicly available (other than by the Executive’s breach of this Section 8(b)) or generally known to persons engaged in businesses similar or related to those of the Company. Confidential or proprietary information will include, without limitation, the Company’s financial matters, customers, employees, industry contracts, strategic business plans, product development (or other proprietary product data), marketing plans, and all other secrets and all other information of a confidential or proprietary nature. For purposes of the preceding two sentences, the term “Company” will also include any Subsidiary (collectively, the “Restricted Group”). The obligations imposed by this Section 8(b) will not apply (i) during the Term, in the course of the business of and for the benefit of the Company, (ii) if such confidential or proprietary information has become, through no fault of the Executive, generally known to the public or (iii) if the Executive is required by law to make disclosure (after giving the Company notice and an opportunity to contest such requirement).

(c) The Executive hereby covenants and agrees that for a period ending one year after the Termination Date the Executive will not, without the prior written consent of the Company, which consent will not unreasonably be withheld as to the Executive’s personal assistant, on behalf of the Executive or on behalf of any person, firm or company, directly or indirectly, attempt to influence, persuade or induce, or assist any other person in so persuading or inducing, any employee of the Restricted Group to give up, or to not commence, employment or a business relationship with the Restricted Group.

(d) The Executive and the Company agree that the covenants contained in this Section 8 are reasonable under the circumstances and subject to the provisions of Section 14 of this Agreement. The Executive acknowledges and agrees that the remedy at law available to the Company for breach of any of the Executive’s obligations under this Section 8 would be inadequate and that damages flowing from such a breach may not readily be susceptible to being measured in monetary terms. Accordingly, the Executive acknowledges, consents and agrees that, in addition to any other rights or remedies that the Company may have at law, in equity or under this Agreement, upon adequate proof of the Executive’s violation of any such provision of this Agreement, the Company will be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach, without the necessity of proof of actual damage.

9. Employment Rights. Nothing expressed or implied in this Agreement will create any right or duty on the part of the Company or the Executive to have the Executive remain in the employment of the Company or any Subsidiary prior to or following any Change in Control.

10. Withholding of Taxes. The Company may withhold from any amounts payable under this Agreement all federal, state, city or other taxes as the Company is required to withhold pursuant to any applicable law, regulation or ruling.

11. Successors and Binding Agreement. (a) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company, by agreement in form and substance reasonably satisfactory to the Executive, expressly to assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. This Agreement will be binding upon the Company and any successor to the Company, including without limitation any persons acquiring directly or indirectly all or substantially all of the business or assets of the Company whether by purchase, merger, consolidation, reorganization or otherwise (and such successor will thereafter be deemed the "Company" for the purposes of this Agreement), but will not otherwise be assignable, transferable or delegable by the Company.

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

(c) This Agreement is personal in nature and neither of the parties hereto will, without the consent of the other (except as required by a court order), assign, transfer or delegate this Agreement or any rights or obligations hereunder except as expressly provided in Sections 11(a) and 11(b). Without limiting the generality or effect of the foregoing, the Executive's right to receive payments hereunder will not be assignable, transferable or delegable, whether by pledge, creation of a security interest, or otherwise, other than by a transfer by the Executive's will or by the laws of descent and distribution and, in the event of any attempted assignment or transfer contrary to this Section 11(c), the Company will have no liability to pay any amount so attempted to be assigned, transferred or delegated.

12. Notices. For all purposes of this Agreement, all communications, including without limitation notices, consents, requests or approvals, required or permitted to be given hereunder will be in writing and will be deemed to have been duly given when hand delivered or dispatched by electronic facsimile transmission (with receipt thereof orally confirmed), or five business days after having been mailed by United States registered or certified mail, return receipt requested, postage prepaid, or three business days after having been sent by a nationally recognized overnight courier service such as FedEx or UPS, addressed to the Company (to the attention of the Secretary of the Company) at its principal executive office and to the Executive at the Executive's principal residence, or to such other address as any party may have furnished to the other in writing and in accordance herewith, except that notices of changes of address will be effective only upon receipt.

13. Governing Law. The validity, interpretation, construction and performance of this Agreement will be governed by and construed in accordance with the substantive laws of the State of Delaware and federal law, without giving effect to the principles of conflict of laws of such State, except as expressly provided herein. In the event the Company exercises its discretion under Section 8(d) to bring an action to enforce the covenants contained in Section 8 in a court of competent jurisdiction where the Executive has breached or threatened to breach such covenants, and in no other event, the parties agree that the court may apply the law of the jurisdiction in which such action is pending in order to enforce the covenants to the fullest extent permissible.

14. Validity. If any provision of this Agreement or the application of any provision hereof to any person or circumstance is held invalid, unenforceable or otherwise illegal, including without limitation Section 8 hereof, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected, and the provision so held to be invalid, unenforceable or otherwise illegal will be reformed to the extent (and only to the extent) necessary to make it enforceable, valid or legal. If any covenant in Section 8 should be deemed invalid, illegal or unenforceable because its time, geographical area, or restricted activity, is considered excessive, such covenant will be modified to the minimum extent necessary to render the modified covenant valid, legal and enforceable.

15. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto or compliance with any condition or provision of this Agreement to be performed by such other party will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, expressed or implied with respect to the subject matter hereof have been made by either party that are not set forth expressly in this Agreement. The headings used in this Agreement are intended for convenience or reference only and will not in any manner amplify, limit, modify or otherwise be used in the construction or interpretation of any provision of this Agreement. References to Sections are to Sections of this Agreement. References to Paragraphs are to Paragraphs of an Annex to this Agreement. Any reference in this Agreement to a provision of a statute, rule or regulation will also include any successor provision thereto.

16. Survival. Notwithstanding any provision of this Agreement to the contrary, the parties' respective rights and obligations under Sections 3(b), 3(c), 4, 5, 7, 8, 9, 10, 11(b), 16 and 18 will survive any termination or expiration of this Agreement or the termination of the Executive's employment following a Change in Control for any reason whatsoever.

17. Beneficiaries. The Executive will be entitled to select (and change, to the extent permitted under any applicable law) a beneficiary or beneficiaries to receive any compensation or benefit payable hereunder following the Executive's death, and may change such election, in either case by giving the Company written notice thereof in accordance with Section 12. In the event of the Executive's death or a judicial determination of the Executive's incompetence, reference in this Agreement to the "Executive" will be deemed, where appropriate, to the Executive's beneficiary, estate or other legal representative.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same agreement.

19. Section 409A. To the extent applicable, it is intended that this Agreement comply with the provisions of Section 409A. This Agreement will be administered in a manner consistent with this intent, and any provision that would cause the Agreement to fail to satisfy Section 409A will have no force and effect until amended to comply with Section 409A (which amendment may be retroactive to the extent permitted by Section 409A and may be made by the Company without the consent of the Executive). Prior to any Change in Control, the Company and the Executive will agree to any amendment of this Agreement approved by the Board based on the advice of a nationally recognized law firm designated by the Board that such amendment, if implemented, is or is reasonably likely to reduce any adverse effect on the Company or the Executive of any rule, regulation or IRS interpretation of Section 409A and that such firm is recommending similar changes or provisions to its other clients that have change-in-control, severance or employment agreements or plans.

EXECUTION COPY

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date last written below.

EXECUTIVE: SCOTT SALMIRS

Signature: /s/ Scott Salmirs

Date: January 12, 2015

ABM INDUSTRIES INCORPORATED

By: Sudhakar Kesavan

Title: Chair of the Compensation Committee

Signature: /s/ Sudhakar Kesavan

Date: January 12, 2015

ANNEX A
SEVERANCE COMPENSATION, ETC.

1. A lump sum payment in an amount equal to 2.5 times the sum of (A) Base Pay (at the rate in effect for the year in which the Termination Date occurs), plus (B) Incentive Pay Target (or, if the Incentive Pay Target shall not have been established or shall be reduced after a Change in Control, the highest aggregate Incentive Pay Target as in effect for any of the three fiscal years immediately preceding the year in which the Change in Control occurred).

2.(A) For any Welfare Benefits that the Executive was receiving or entitled to receive immediately prior to the Termination Date (or, if greater, immediately prior to the reduction, termination or denial described in Section 1(l)(ii)) that are considered to be “reimbursement arrangements” covered under Section 1.409A-1(b)(9)(v)(A) of the Code:

(i) for a period of 18 months following the Termination Date (the “Continuation Period”), the Company will arrange to provide the Executive with Welfare Benefits substantially similar to those that the Executive was receiving or entitled to receive immediately prior to the Termination Date (or, if greater, immediately prior to the reduction, termination, or denial described in Section 1(l)(ii)) except that the level of any such Welfare Benefits to be provided to the Executive may be reduced in the event of a corresponding reduction generally applicable to all similarly situated recipients of or participants in such Welfare Benefits. If and to the extent that any benefit described in this Paragraph 2 is not or cannot be paid or provided under any policy, plan, program or arrangement of the Company or any Subsidiary, as the case may be, then the Company will itself pay or provide for the payment to the Executive, or the Executive’s dependents and beneficiaries, of such Welfare Benefits along with, in the case of any benefit described in this Paragraph 2 that is subject to tax because it is not or cannot be paid or provided under any such policy, plan, program or arrangement of the Company or any Subsidiary, an additional amount such that after payment by the Executive, or the Executive’s dependents or beneficiaries, as the case may be, of all taxes so imposed, the recipient retains an amount equal to such taxes. Such tax payment will be made to the Executive by the Company no later than December 31st of the year in which the Executive remits such tax payments to the appropriate taxing authorities.

(ii) the Company will pay to the Executive, in a lump sum within the time period described in Section 4(a), an amount equal to the difference between (1) the present value of the continuation of such benefits for 18 months and (2) the present value of the benefits the Executive will receive under Paragraph 2(A)(i).

(B) Notwithstanding the foregoing, or any other provision of the Agreement, for purposes of determining the period of continuation coverage to which the Executive or any of the Executive’s dependents is entitled pursuant to Section 4980B of the Code under the Company’s medical, dental and other group health plans, or successor plans, the Executive’s “qualifying event” will be the termination of the Continuation Period and the Executive will be considered to have remained actively employed on a full-time basis through that date, provided, however, that (1) with respect to health benefits the continuation period will in all events terminate on the 18-

month anniversary of the Termination Date as so determined and (2) the Company will pay, or reimburse the Executive for, all COBRA continuation costs during such period.

(C) For purposes of the immediately preceding sentence and for purposes of calculating service or age to determine the Executive's eligibility for Welfare Benefits, including benefits under any retiree medical benefits or life insurance plan or policy, the Executive will be considered to have remained actively employed on a full-time basis through the termination of the Continuation Period.

(D) For any Welfare Benefits that the Executive was receiving or entitled to receive immediately prior to the Termination Date (or, if greater, immediately prior to the reduction, termination, or denial described in Section 1(l)(ii)) that are not considered to be "reimbursement arrangements" covered under Section 1.409A-1(b)(9)(v)(A) of the Code, the Company shall pay to the Executive, within the time period described in Section 4(a), in a lump sum, an amount equal to the present value of the continuation of such benefits for 18 months following the Termination Date.

(E) Welfare Benefits otherwise receivable by the Executive pursuant to this Paragraph 2 will be reduced to the extent comparable Welfare Benefits are actually received by the Executive from another employer during the Continuation Period following the Executive's Termination Date, and any such Welfare Benefits actually received by the Executive will be reported by the Executive to the Company.

3. The Non-Competition Period contemplated by Section 8(a) will be 12 months from the Termination Date.

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (“Agreement”) is effective January __, 2015, (“Effective Date”) by and between [] (“Executive”) and **ABM Industries Incorporated**, a Delaware corporation (“Company” or “ABM”).

- 1. EMPLOYMENT.** In consideration of the terms and commitments contained in this Agreement, Executive agrees to and acknowledges the following:
 - 2. TERM, RESPONSIBILITIES AND TITLE.** The term of this Agreement shall be from the Effective Date through: (i) October 31, 2017; or (ii) the date upon which Executive’s employment is terminated in accordance with Section 6 (the “Term”). Executive shall assume and perform such duties, functions and responsibilities relating to Executive’s employment with Company as may be assigned from time to time by Company. Executive’s title shall be Executive Vice President and President, Onsite Services of Company, subject to modification as determined by Company’s Board of Directors (“Board”).
 - 3. COMPENSATION.**
 - 3.1 SALARY, BONUS, AND INCENTIVE PLAN PARTICIPATION.** Company agrees to compensate Executive, and Executive agrees to accept as compensation in full, a base salary, less applicable state and federal withholdings, paid according to Company’s standard payroll practices. Executive will also be eligible for short-term discretionary incentive awards pursuant to the terms of the Performance Incentive Program or any applicable successor program (“Bonus”), subject to the terms and conditions of the applicable program. Further, Executive is eligible to receive awards under the 2006 Equity Incentive Plan, as amended and restated, or any applicable successor plan, subject to the terms and conditions of the applicable plan and as determined by Company in its discretion.
 - 3.2 POST-EMPLOYMENT HEALTH INSURANCE ASSISTANCE.** Subject to Section 409A as set forth in Appendix B, upon the termination of Executive’s employment for any reason (other than for Cause by Company, as defined below in Section 6.2) and concluding no later than 9 years after such termination, ABM, upon termination of Executive’s employment, on each anniversary of such date thereafter, and concluding with the ninth anniversary of such date, shall pay Executive \$10,000 per year to assist Executive in purchasing health insurance for Executive and his spouse. In the event that Executive dies prior to the expiration of such ten-year period, ABM shall pay Executive’s surviving spouse \$10,000 per year, as described above, until the first to occur of (i) the death of Executive’s spouse or (ii) the end of the ten-year period. This post-employment health insurance assistance shall be paid to Executive in addition to Severance Benefits (if any) or any other post-employment payment or benefits expressly provided for in this Agreement.
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- 4. COMPLIANCE WITH LAWS AND POLICIES.** Executive shall dedicate his/her full business time and attention to the performance of duties hereunder, perform his/her duties in good faith and to a professional standard, and fully comply with all laws and regulations pertaining to the performance of his/her responsibilities, all ethical rules, ABM's Code of Business Conduct and Ethics, ABM's Recoupment Policy as well as any and all of policies, procedures and instructions of Company.
- 5. RESTRICTIVE COVENANTS.** In consideration of the compensation, contract term, potential Severance Benefits, other post-termination payments, continued employment provided by Company, as well as the access Company will provide Executive to its Confidential Information, as defined below, and current and prospective customers, all as necessary for the performance of Executive's duties hereunder, Executive hereby agrees to the following during Executive's employment and thereafter as provided:
- 5.1 **CONFIDENTIAL INFORMATION DEFINED.** Confidential Information includes but is not limited to: (i) Company and its subsidiary companies' trade secrets, know-how, ideas, applications, systems, processes and other confidential information which is not generally known to and/or readily ascertainable through proper means by the general public; (ii) plans for business development, marketing, business plans and strategies, budgets and financial statements of any kind, costs and suppliers, including methods, policies, procedures, practices, devices and other means used by Company and its subsidiaries in the operation of its business, pricing plans and strategies, as well as information about Company and affiliated entity pricing structures and fees, unpublished financial information, contract provisions, training materials, profit margins and bid information; (iii) information regarding the skills, abilities, performance and compensation of other employees of Company or its subsidiaries, or of the employees of any company that contracts to provide services to Company or its subsidiaries; (iv) information of third parties to which Executive had access by virtue of Executive's employment, including, but not limited to information on customers, prospective customers, and/or vendors, including current or prospective customers' names, contact information, organizational structure(s), and their representatives responsible for considering the entry or entering into agreements for those services, and/or products provided by Company and its subsidiaries; customer leads or referrals; customer preferences, needs, and requirements (including customer likes and dislikes, as well as supply and staffing requirements) and the manner in which they have been met by Company or its subsidiaries; customer billing procedures, credit limits and payment practices, and customer information with respect to contract and relationship terms and conditions, pricing, costs, profits, sales, markets, plans for future business and other development; purchasing techniques, supplier lists; (v) information contained in Company's LCMS database, JDE , LMS or similar systems; and/or (vi) any and all information related to past, current or future acquisitions between Company or Company-affiliated entities including information used or relied upon for said acquisition ("Confidential Information").

- 5.2 **NON-DISCLOSURE.** Company and Executive acknowledge and agree that Company has invested significant effort, time and expense to develop its Confidential Information. Except in the proper performance of this Agreement, Executive agrees to hold all Confidential Information in the strictest confidence, and to refrain from making any unauthorized use or disclosure of such information both during Executive's employment and at all times thereafter. Except in the proper performance of this Agreement, Executive shall not directly or indirectly disclose, reveal, transfer or deliver to any other person or business, any Confidential Information which was obtained directly or indirectly by Executive from, or for, Company or its subsidiaries or by virtue of Executive's employment. This Confidential Information has unique value to Company and its subsidiaries, is not generally known or readily available by proper means to their competitors or the general public, and could only be developed by others after investing significant effort, time, and expense. Executive understands that Company or its subsidiaries would not make such Confidential Information available to Executive unless Company was assured that all such Confidential Information will be held in trust and confidence in accordance with this Agreement and applicable law. Executive hereby acknowledges and agrees to use this Confidential Information solely for the benefit of Company and its affiliated entities.
- 5.3 **NON-SOLICITATION OF EMPLOYEES.** Executive acknowledges and agrees that Company has developed its work force as the result of its investment of substantial time, effort, and expense. During the course and solely as a result of Executive's employment with Company, Executive will come into contact with officers, directors, employees, and/or independent contractors of Company and affiliated-entities, develop relationships with and acquire information regarding their knowledge, skills, abilities, salaries, commissions, benefits, and/or other matters that are not generally known to the public. Executive further acknowledges and agrees that hiring, recruiting, soliciting, or inducing the termination of such individuals will cause increased expenses and a loss of business. Accordingly, Executive agrees that while employed by Company and for a period of twelve months following the termination of Executive's employment (whether termination is voluntary or involuntary), Executive will not directly or indirectly solicit, hire, recruit or otherwise encourage, assist in or arrange for any officer, director, employee, and/or independent contractor to terminate his/her business relationship with Company or any other Company-affiliated entity except in the proper performance of this Agreement. This prohibition against solicitation shall include but not be limited to: (i) identifying to other companies or their agents, recruiting or staffing firms, or other third parties Company officers, directors, employees, or independent contractors who have specialized knowledge concerning Company's business, operations, processes, methods, or other confidential affairs or who have contacts, experience, or relationships with particular customers; (ii) disclosing or commenting to other companies or their agents, recruiting or staffing firms, or other third parties regarding the quality or quantity of work, specialized knowledge, or personal characteristics of any person still engaged by Company or any other Company-affiliated entity; and (iii) providing such information to prospective

companies or their agents, recruiting or staffing firms, or other third parties preceding possible engagement.

- 5.4 **NON-SOLICITATION OF CUSTOMERS.** Executive acknowledges and agrees that Company and its subsidiaries have identified, solicited, and developed their customers and developed customer relationships as the result of their investment of significant time, effort, and expense and that Company has a legitimate business interest in protecting these relationships. Executive further acknowledges that Executive would not have been privy to these relationships were it not for Executive's employment by Company. Executive further acknowledges and agrees that the loss of such customers and clients would damage Company and potentially cause Company great and irreparable harm. Consequently, Executive covenants and agrees that during and for twelve months following the termination of Executive's employment with Company (whether such termination is voluntary or involuntary), Executive shall not, directly or indirectly, for the benefit of any person or entity other than Company, attempt to seek, seek, attempt to solicit, solicit, or accept work from any customer, client or active customer prospect: (i) with whom Executive developed a relationship while employed by Company or otherwise obtained Confidential Information about for the purpose of diverting business from Company or an affiliated entity; and (ii) that is located in a state or foreign country in which: (a) the Executive performed work, services, or engaged in business activity on behalf of Company within the twelve-month period preceding the effective date of Executive's termination of employment; and/or (b) where Company has business operations and Executive was provided Confidential Information regarding Company's business activities in those territories within the twelve-month period preceding the effective date of Executive's termination of employment. This Section 5.4 shall not apply if the State of Employment is California.
- 5.5 **POST EMPLOYMENT COMPETITION.** Executive agrees that while employed by Company and for a period of twelve months following Executive's termination of employment (whether such termination is voluntary or involuntary), Executive shall not work, perform services for, or engage in any business, enterprise, or operation that engages in a Competing Business (as defined below) in a Restricted Territory (as defined below). For purposes of this Agreement, "Competing Business" means the provision of any goods, products, or services that are the same or substantially similar to those provided by Company, or any Company-affiliated entity of which Executive had Confidential Information, in the twelve month period preceding the effective date of Executive's termination of employment. Executive acknowledges that Company and its subsidiaries are engaged in business in various states throughout the U.S. and various international locations. Accordingly, and in view of the nature of Executive's nationwide position and responsibilities, "Restricted Territory" as used herein means each state and each foreign country: (i) in which Executive performed work, services, or engaged in business activity on behalf of Company within the twelve-month period preceding the effective date of Executive's termination of employment; and/or (ii) where Company has business

operations and Executive was provided Confidential Information regarding Company's business activities in those territories within the twelve-month period preceding the effective date of Executive's termination of employment. The restrictions in Section 5.5 shall only apply if, within the twelve month period prior to the effective date of Executive's termination, Executive was employed by Company to perform sales, marketing, and/or operational activities, or was directly involved in corporate development and strategy (i.e. mergers, acquisitions, divestitures and/or other corporate strategic initiatives) for Company or its subsidiaries/affiliates. Further, Section 5.5 shall not apply if the State of Employment is California.

- 5.6 **NON-DISPARAGEMENT.** Following the severance of Executive's employment for any reason, Executive agrees not to make any statement or take any action which disparages, defames, or places in a negative light Company, Company-affiliated entities, or its or their reputation, goodwill, commercial interests or past and present officers, directors and employees.
- 5.7 **CREATIONS.** The terms and conditions set forth in Appendix A attached hereto are hereby incorporated by reference as though fully set forth herein.
- 5.8 **CONFIDENTIAL INFORMATION OF OTHERS.** Executive will not use, disclose to Company or induce Company to use any legally protected confidential, proprietary or trade secret information or material belonging to others which comes into Executive's knowledge or possession at any time, nor will Executive use any such legally protected information or material in the course of Executive's employment with Company. Executive has no other agreements or relationships with or commitments to any other person or entity that conflicts with Executive's obligations to Company as an employee of Company or under this Agreement, and Executive represents that Executive's employment will not require Executive to violate any legal obligations to any third-party. In the event Executive believes that Executive's work at Company would make it difficult for Executive not to disclose to Company any legally protected confidential, proprietary or trade secret information or materials belonging to others, Executive will immediately inform Company's Senior Vice President of Human Resources. Executive has not entered into, and Executive agrees Executive will not enter into, any oral or written agreement in conflict with this Agreement.
- 5.9 **COOPERATION WITH LEGAL MATTERS.** During Executive's employment with Company and thereafter, Executive shall cooperate with Company and any Company-affiliated entity in its or their investigation, defense or prosecution of any potential, current or future legal matter in any forum, including but not limited to lawsuits, administrative charges, audits, arbitrations, and internal and external investigations. Executive's cooperation shall include, but is not limited to, reviewing and preparing documents and reports, meeting with attorneys representing any Company-affiliated entity, providing truthful testimony, and communicating Executive's knowledge of relevant facts to any attorneys, experts,

consultants, investigators, employees or other representatives working on behalf of an Company-affiliated entity. Except as required by law, Executive agrees to treat all information regarding any such actual or potential investigation or claim as confidential. Executive also agrees not to discuss or assist in any litigation, potential litigation, claim, or potential claim with any individual (or their attorney or investigator) who is pursuing, or considering pursuing, any claims against Company or a Company-affiliated entity unless required by law. In performing the tasks outlined in this Section 5.9, Executive shall be bound by the covenants of good faith and veracity set forth in ABM's Code of Business Conduct and Ethics and by all legal obligations. Nothing herein is intended to prevent Executive from complying in good faith with any subpoena or other affirmative legal obligation. Executive agrees to notify Company immediately in the event there is a request for information or inquiry pertaining to Company, any Company-affiliated entity, or Executive's knowledge of or employment with Company. In performing responsibilities under this Section following termination of employment for any reason and after Executive has received all Severance Benefits (as defined below) which Executive is eligible to receive pursuant to Section 6.2 ("Severance Period"), if any, or after Executive has received all post-employment payments which Executive is eligible to receive pursuant to Section 6.1, if any, Executive shall be compensated for Executive's time at an hourly rate of \$250 per hour. However, during any period in which Executive is an employee of Company or during the Severance Period, Executive shall not be so compensated.

5.10 **REMEDIES AND DAMAGES.** The parties agree that compliance with Sections 5.1 – 5.7 of the Agreement and Appendix A is necessary to protect the business and goodwill of Company, that the restrictions contained herein are reasonable and that any breach of this Section will result in irreparable and continuing harm to Company, for which monetary damages will not provide adequate relief. Accordingly, in the event of any actual or threatened breach of any covenant or promise made by Executive in Section 5, Company and Executive agree that Company shall be entitled to all appropriate remedies, including temporary restraining orders and injunctions enjoining or restraining such actual or threatened breach. Executive hereby consents to the issuance thereof forthwith by any court of competent jurisdiction.

5.11 **LIMITATIONS.** Nothing in this Agreement shall be binding upon the parties to the extent it is void or unenforceable for any reason in the State of Employment, including, without limitation, as a result of any law regulating competition or proscribing unlawful business practices; provided, however, that to the extent that any provision in this Agreement could be modified to render it enforceable under applicable law, it shall be deemed so modified and enforced to the fullest extent allowed by law.

6. TERMINATION OF EMPLOYMENT.

- 6.1 **TERMINATION UPON EXPIRATION OF TERM.** Unless ABM and Executive mutually agree in writing to extend the Term, Executive's employment shall terminate at the expiration of the Term. In the event that Executive's employment is terminated in connection with the expiration of the Term, Company shall pay to Executive (i) all compensation to which Executive is entitled up through the date of termination; and (ii) a prorated portion of Executive's Bonus for the fraction of the fiscal year that has been completed prior to the date of termination based on ABM's actual performance for the entire fiscal year; provided, however, that if the expiration of the Term is in connection with a termination of employment for Cause or a voluntary termination of employment by Executive, such termination will be governed by the provisions of Sections 6.2 or 6.4, respectively. Further, in the event that Executive's employment terminates at the end of the Term, and ABM had not offered to renew Executive's employment upon materially similar terms and conditions, provided Executive is in compliance with his obligations under Section 5 and Exhibit A, Company will pay Executive an amount equal to one times the sum of Executive's base salary and target Bonus, in equal installments in accordance with Company's normal payroll practice over the twelve-month period following Executive's termination of employment; provided further that such payments shall cease upon the earlier of Executive commencing full time employment which does not violate Section 5 of this Agreement or ABM's written notification to Executive that it is waiving its rights under Section 5.5. Executive's eligibility to receive the prorated Bonus and/or the one times the sum of Executive's base salary and target Bonus are conditioned on: (x) Executive having first signed a release agreement in the form provided by Company and the release becoming irrevocable by its terms within sixty (60) calendar days following the date of Executive's termination of employment; and (y) Executive's continued compliance with all continuing obligations under this Agreement. Subject to Section 3.2, Executive shall not have any other rights or claims under this Agreement, and all other obligations of Company under this Agreement shall cease.
- 6.2 **TERMINATION BY COMPANY FOR CAUSE.** Company may terminate Executive's employment with Company at any time, without any advance notice, upon a good faith determination by Company, for Cause. Where Company terminates Executive's employment for Cause, Company shall pay to Executive all compensation to which Executive is entitled up through the date of termination. Thereafter, Executive shall not have any other rights or claims under this Agreement, and all other obligations of Company under this Agreement shall cease. For purposes of this Agreement, "Cause" shall mean the occurrence of one of the following: (i) Executive's serious misconduct, dishonesty, disloyalty, or insubordination; (ii) Executive's conviction (or entry of a plea bargain admitting criminal guilt) of any felony or a misdemeanor involving moral turpitude; (iii) drug or alcohol abuse that has a material or potentially material effect on Company's reputation and/or on the performance of Executive's duties and responsibilities under this Agreement; (iv) Executive's failure to substantially perform Executive's

duties and responsibilities under this Agreement for reasons other than death or Disability, as defined below; (v) Executive's repeated inattention to duty for reasons other than death or Disability; (vi) Executive's material violation of Company's Code of Business Conduct; and (vii) any other material breach of this Agreement by Executive.

- 6.3 **NOTICE TERMINATION BY COMPANY.** Company may terminate Executive's employment with Company upon sixty (60) days' notice to Executive at any time, for any reason or no reason at all ("Notice") or, in Company's sole discretion, with sixty (60) days' pay in lieu of notice, notwithstanding anything to the contrary contained in or arising from any statements, policies or practices of Company relating to the employment, discipline or termination of its employees. Where Company terminates Executive's employment with Notice, and Executive's employment is not terminated due to the expiration of the Term, Cause, death or Disability (as defined below): (i) Company shall pay to Executive all compensation to which Executive is entitled up through the date of termination; and (ii) severance benefits as described on Appendix B hereto ("Severance Benefits"); provided, that, notwithstanding anything to the contrary set forth in this Agreement, Executive's eligibility to receive the Severance Benefits is conditioned on (x) Executive having first signed a release agreement in the form provided by Company and the release becoming irrevocable by its terms within sixty (60) calendar days following the date of Executive's termination of employment and (y) Executive's continued compliance with all continuing obligations under this Agreement, including but not limited to those set forth in Section 5. Subject to Section 3.2, Executive shall not have any other rights or claims under this Agreement, and all other obligations of Company under this Agreement shall cease.
- 6.4 **VOLUNTARY TERMINATION BY EXECUTIVE.** Executive may give sixty (60) days' written notice of Executive's resignation of employment at any time during the Term of this Agreement, and Company shall pay to Executive all compensation to which Executive is entitled up through the date of termination. Thereafter, subject to Section 3.2, Executive shall not have any other rights or claims under this Agreement, and all other obligations of Company under this Agreement shall cease. Company reserves the right to relieve Executive of Executive's duties at Company's discretion following notice of Executive's intent to resign.
- 6.5 **DEATH OR DISABILITY.** Executive's employment hereunder shall automatically terminate upon the death of Executive and may be terminated at Company's discretion as a result of Executive's Disability. "Disability" means Executive's substantial inability to perform Executive's essential duties and responsibilities under this Agreement for either 90 consecutive days or a total of 120 days out of 365 consecutive days as a result of a physical or mental illness, injury or impairment, all as determined in good faith by Company. If Executive's employment is terminated due to the Executive's death or Disability, Executive, or, upon death, Executive's designated beneficiary or estate, as applicable, shall: (i)

receive all compensation to which Executive is entitled up through the date of termination; and (ii) be eligible to receive a prorated Bonus based on the length of performance in the applicable performance period prior to death or Disability. In the case of Disability, Executive's eligibility to receive the prorated Bonus is conditioned on: (x) Executive having first signed a release agreement in the form provided by Company and the release becoming irrevocable by its terms within sixty (60) calendar days following the date of Executive's termination of employment; and (y) Executive's continued compliance with all continuing obligations under this Agreement, including but not limited to those set forth in Section 5. Thereafter, subject to Section 3.2, Executive and Executive's designated beneficiary or estate, as applicable, shall not have any other rights or claims under this Agreement, and all other obligations of Company under this Agreement shall cease.

- 6.6 **TIMING OF PAYMENTS.** In the event that Executive becomes entitled to receive payments pursuant to Section 6, Executive shall receive such payments pursuant to the terms set forth in this Agreement, including the provisions regarding Section 409A set forth in Appendix B. Any prorated Bonus that becomes payable to Executive pursuant to Section 6.5 shall be paid to Executive at the end of the applicable performance period when such payments are made to other participants and in accordance with the terms of the applicable plan or program, provided that in no event shall any such payment be made to Executive later than March 15th of the calendar year following the calendar year in which Executive incurs a Disability. For the avoidance of doubt, the parties intend that any payments that become payable to Executive pursuant to Section 6.5 shall be exempt from Section 409A as a short-term deferral within the meaning of Treasury Regulation section 1.409A-1(d).
- 6.7 **EXCESS PARACHUTE PAYMENTS.** Subject to a release between Executive and Company approved by the Board of Directors or the Compensation Committee of ABM Industries Incorporated, if the Severance Benefits, an equity award, and/or any other benefit provided based on an agreement between Executive and Company would be an excess parachute payment ("Total Benefits"), but for the application of this Section, then the Total Benefits will be reduced to the minimum extent necessary (but in no event to less than zero) so that no portion of any such payment or benefit, as so reduced, constitutes an excess parachute payment; provided, however, that the foregoing reduction will not be made if such reduction would result in Executive receiving an amount determined on an after-tax basis, taking into account the excise tax imposed pursuant to Section 4999 of the Code, or any successor provision thereto, any tax imposed by any comparable provision of state law and any applicable federal, state and local income and employment taxes (the "After-Tax Amount") less than ninety percent (90%) of the After-Tax Amount of the Total Benefits without regard to this clause. Whether requested by the Executive or Company, the determination of whether any reduction in Total Benefits to be provided to Executive is required pursuant this Section, and the value to be assigned to the Executive's covenants in Section 5 hereof for purposes of determining the

amount, if any, of the “excess parachute payment” under Section 280G of the Code will be made at the expense of Company by Company’s independent accountants or benefits consultant. The determination of whether any reduction in Severance Benefits, equity award(s) and/or any other agreement or otherwise is required pursuant to the preceding sentence will be made at the expense of Company by independent accountants selected by Company or Company’s benefits consultant. The fact that Executive’s right to Total Benefits may be reduced by reason of the limitations contained in this paragraph will not of itself limit or otherwise affect any other rights of Executive under any other agreement. In the event that any payment or benefit intended to be provided is required to be reduced pursuant to this Section, Executive will be entitled to designate the payments and/or benefits to be so reduced in order to give effect to this Section, to the extent that the payments or benefits does not constitute deferred compensation within the meaning of Section 409A. Company will provide Executive with all information reasonably requested by Executive to permit Executive to make such designation. The term “excess parachute payment” as used in this paragraph means a payment that creates an obligation for Executive to pay excise taxes under Section 280G of the Internal Revenue Code of 1986, as amended, or any successor statute.

- 6.8 **ACTIONS UPON TERMINATION.** Upon termination of Executive’s employment for any reason, Executive shall be deemed to have immediately resigned as an officer and/or director of Company and of any Company subsidiaries or affiliates, including any LLCs or joint ventures, as applicable. Further, if during employment Executive held any membership or position as a representative of Company for any outside organization (such as BOMA, IREM, IFMA or BSCIA), or as a trustee for a union trust fund (such as a Taft-Hartley or similar fund), upon termination of Executive’s employment for any reason, Executive shall be deemed to have resigned from such membership or position, or trustee position, and shall cooperate fully with Company in any process whereby Company designates a new representative to replace the position vacated by Executive. Executive also agrees that all property (including without limitation all equipment, tangible proprietary information, documents, records, notes, contracts and computer-generated materials) furnished to or created or prepared by Executive incident to Executive’s employment with Company belongs to Company and shall be promptly returned to Company upon termination of Executive’s employment.
- 6.9 **WITHHOLDING AUTHORIZATION.** To the fullest extent permitted under the laws of the State of Employment hereunder, Executive authorizes Company to withhold from any Severance Benefits otherwise due to Executive and from any other funds held for Executive’s benefit by Company, any damages or losses sustained by Company as a result of any material breach or other material violation of this Agreement by Executive, pending resolution of any underlying dispute.

7. NOTICES.

7.1 ADDRESSES. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and delivered in person, or sent prepaid by certified mail, overnight express, or electronically to the party named at the address set forth below or at such other address as either party may hereafter designate in writing to the other party:

Executive: []
Address on file with the Company

Company: **ABM Industries Incorporated**
551 Fifth Avenue, Suite 300
New York, NY 10176
Attention: Chief Executive Officer

Copy: **ABM Industries Incorporated**
551 Fifth Avenue, Suite 300
New York, NY 10176
Attention: Senior Vice President of Human Resources

7.2 RECEIPT. Any such notice shall be assumed to have been received when delivered in person or 48 hours after being sent in the manner specified above.

8. GENERAL PROVISIONS.

8.1 GOVERNING LAW. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Employment, which, for purposes of this Agreement, shall mean the state where Executive is regularly and customarily employed and where Executive’s primary office is located.

8.2 NO WAIVER. Failure by either party to enforce any term or condition of this Agreement at any time shall not preclude that party from enforcing that provision, or any other provision of this Agreement, at any later time.

8.3 SEVERABILITY. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the law and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, in the event that any provision of this Agreement would be held in any jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be either automatically deemed so narrowly drawn, or any court of competent jurisdiction is

hereby expressly authorized to redraw it in that manner, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

- 8.4 SURVIVAL. All terms and conditions of this Agreement which by reasonable implication are meant to survive the termination of this Agreement, including but not limited to the provisions of Sections 5.1 – 5.9 of this Agreement, shall remain in full force and effect after the termination of this Agreement.
- 8.5 REPRESENTATIONS BY EXECUTIVE. Executive represents and agrees that Executive has carefully read and fully understands all of the provisions of this Agreement, that Executive is voluntarily entering into this Agreement and has been given an opportunity to review all aspects of this Agreement with an attorney, if Executive chooses to do so. Executive also represents that Executive will not make any unauthorized use of any confidential or proprietary information of any third party in the performance of Executive’s duties under this Agreement and that Executive is under no obligation to any prior employer or other entity that would preclude or interfere with the full and good faith performance of Executive’s obligations hereunder.
- 8.6 ENTIRE AGREEMENT. Unless otherwise specified herein, this Agreement, together with Appendices A and B, sets forth every contract, understanding and arrangement as to the employment relationship between Executive and Company, and may only be changed by a written amendment signed by both Executive and Company’s Chief Executive Officer or Senior Vice President of Human Resources. The parties agree that this Agreement is an amendment and restatement of that certain Executive Employment Agreement dated November 1, 2014.
- 8.6.a NO EXTERNAL EVIDENCE. The parties intend that this Agreement speak for itself, and that no evidence with respect to its terms and conditions other than this Agreement itself may be introduced in any arbitration or judicial proceeding to interpret or enforce this Agreement.
- 8.6.b OTHER AGREEMENTS. It is specifically understood and agreed that this Agreement supersedes all oral and written agreements between Executive and Company prior to the date of this Agreement, provided, however, that any Change in Control Agreement shall remain in full force and effect according to its terms. It is also expressly understood and agreed that Executive is not eligible to participate in any Company’s severance policy, including, without limitation, the Company’s Senior Executive Severance Pay Policy. It is also expressly understood that, notwithstanding any provision to the contrary contained in this Agreement (whether explicit or implicit), the terms and restrictions set forth in any prior agreement regarding assignment of intellectual property or restrictions on competition, solicitation of employees, or solicitation of customers,

including, but not limited to, any such provision in any Asset Purchase Agreement, Merger Agreement, Stock Purchase Agreement or any agreement ancillary thereto entered into by and between Executive and any Company-affiliated entity setting forth Executive's duties under a Covenant Not To Compete in connection with the sale of such assets, shall also remain in full force and effect during employment and thereafter.

- 8.7.c AMENDMENTS. This Agreement may not be amended except in a writing approved by the Chief Executive Officer or Senior Vice President of Human Resources and signed by the Executive.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Executive and Company have executed this Agreement as of the date set forth above.

Executive: [_____]

Signature: _____

Date: _____

Company: **ABM Industries Incorporated**

Signature: _____

Name: Sudhakar Kesavan

Title: Chair of the Compensation Committee

Date: _____

APPENDIX A

- A. **ASSIGNMENT.** Executive hereby assigns, and agrees to assign, to Company, without additional compensation, Executive's entire right, title and interest in and to (a) all Creations, and (b) all benefits, privileges, causes of action and remedies relating to the Creations, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Creation; and to settle and retain proceeds from any such actions). As used herein, the term Creations includes, but is not limited to, creations, inventions, works of authorship, ideas, processes, technology, formulas, software programs, writings, designs, discoveries, modifications and improvements, whether or not patentable or reduced to practice and whether or not copyrightable, that relate in any manner to the actual or demonstrably anticipated business or research and development of Company or its affiliates, and that are made, conceived or developed by Executive (either alone or jointly with others), or result from or are suggested by any work performed by Executive (either alone or jointly with others) for or on behalf of Company or its affiliates: (i) during the period of Executive's employment with Company, whether or not made, conceived or developed during regular business hours; or (ii) after termination of Executive's employment if based on Confidential Information. Executive agrees that all such Creations are the sole property of Company or any other entity designated by it, and, to the maximum extent permitted by applicable law, any copyrightable Creation will be deemed a work made for hire. If the State of Employment is California, Executive UNDERSTANDS THAT THIS PARAGRAPH DOES NOT APPLY TO ANY CREATION WHICH QUALIFIES FULLY UNDER THE PROVISIONS OF SECTION 2870 OF THE LABOR CODE OF THE STATE OF CALIFORNIA, A COPY OF WHICH IS ATTACHED BELOW. Executive understands that nothing in this Agreement is intended to expand the scope of protection provided to Executive by Sections 2870 through 2872 of the California Labor Code.
- B. **DISCLOSURE.** Executive agrees to disclose promptly and fully to Executive's immediate supervisor at Company, and to hold in confidence for the sole right, benefit and use of Company, any and all Creations made, conceived or developed by Executive (either alone or jointly with others) during Executive's employment with Company, or within one (1) year after the termination of Executive's employment if based on Confidential Information. Such disclosure will be received and held in confidence by Company. In addition, Executive agrees to keep and maintain adequate and current written records on the development of all Creations made, conceived or developed by Executive (either alone or jointly with others) during Executive's period of employment or during the one-year period following termination of Executive's employment, which records will be available to and remain the sole property of Company at all times.

- C. **ASSIST WITH REGISTRATION.** Executive agrees that Executive will, at Company's request, promptly execute a written assignment of title for any Creation required to be assigned by Section B. Executive further agrees to perform, during and after Executive's employment, all acts deemed necessary or desirable by Company to assist it (at its expense) in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Creation assigned to Company pursuant to Section B. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. Should Company be unable to secure Executive's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Creation, whether due to Executive's mental or physical incapacity or any other cause, Executive hereby irrevocably designates and appoints Company and each of its duly authorized officers and agents as Executive's agent and attorney-in-fact, to undertake such acts in Executive's name as if executed and delivered by Executive, and Executive waives and quitclaims to Company any and all claims of any nature whatsoever that Executive may not have or may later have for infringement of any intellectual property rights in the Creations. Company will compensate Executive at a reasonable rate for time actually spent by Executive at Company's request on such assistance at any time following termination of Executive's employment with Company.

**CALIFORNIA LABOR CODE
SECTION 2870-2872**

2870. (a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

1. Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
2. Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

2871. No employer shall require a provision made void and unenforceable by Section 2870 as a condition of employment or continued employment. Nothing in this article shall be construed to forbid or restrict the right of an employer to provide in contracts of employment for disclosure, provided that any such disclosures be received in confidence, of all of the employee's inventions made solely or jointly with others during the term of his or her employment, a review process by the employer to determine such issues as may arise, and for full title to certain patents and

inventions to be in the United States, as required by contracts between the employer and the United States or any of its agencies.

2872. If an employment agreement entered into after January 1, 1980, contains a provision requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer, the employer must also, at the time the agreement is made provide a written notification to the employee that the agreement does not apply to an invention which qualifies fully under the provisions of Section 2870. In any suit or action arising thereunder, the burden of proof shall be on the employee claiming the benefits of its provisions.

APPENDIX B

Severance

18 months base pay and target Bonus

In addition, ABM will pay Executive a prorated portion of his Bonus for the fraction of the fiscal year that has been completed prior to the date of termination based on ABM's actual performance for the entire fiscal year. The prorated portion of the Bonus shall be paid at such time as bonuses are paid to employees generally, but in no event later than March 15th of the year following the end of the fiscal year in which the bonus is no longer subject to a substantial risk of forfeiture.

Except as set forth below, severance payments will be made in semi-monthly installments.

Section 409A

Notwithstanding the above, Executive shall not be considered to have terminated employment with ABM for purposes of this Agreement and no payments shall be due to Executive under this Agreement unless Executive would be considered to have incurred a "separation from service" from ABM within the meaning of Section 409A of the Internal Revenue Code ("Section 409A"). Each amount to be paid or benefit to be provided under this Agreement shall be construed as a separate identified payment for purposes of Section 409A, and any severance pay payments that are due within the "short term deferral period" as defined in Section 409A shall not be treated as deferred compensation unless applicable law requires otherwise. To the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement during the six-month period immediately following Executive's termination of employment shall instead be paid on the first business day after the date that is six months following Executive's termination of employment (or upon the officer's death, if earlier). In addition, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, if the Executive terminates employment after October 15th, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement prior to December 31st of the year in which the termination of employment occurs shall, subject to the previous sentence of this section, instead be paid on the first business day following January 1st of the year following Executive's termination of employment.

**ABM INDUSTRIES INCORPORATED
 PERFORMANCE SHARE AGREEMENT
 2006 EQUITY INCENTIVE PLAN**

The Compensation Committee of the Board of Directors of ABM Industries Incorporated has approved a grant to you (the “**Grantee**”) of Performance Share Units (“**PSs**”) pursuant to the ABM Industries Incorporated 2006 Equity Incentive Plan as amended from time to time (the “**Plan**”), as described below.

Grantee Name:

Number of PSs Granted:

Date of Grant:

“**Performance Condition**”: See Attachment II

“**Vesting Date**”: October 31, 2017

Performance Share Settlement: Provided you continue to provide services to ABM Industries Incorporated (the “Company”) or any subsidiary or parent of the Company through the Vesting Date stated above, but only if the Performance Condition is met as determined by the Administrator, the PSs will become vested as of the Vesting Date. In addition, unvested PSs, shares received in connection with the vesting of PSs and amounts realized on the sale of such shares may be subject to forfeiture under the circumstances set forth in the Plan and the Statement of Terms and Conditions.

The Plan and the Statement of Terms and Conditions are incorporated herein by reference. Capitalized terms not defined herein shall have the meanings ascribed to them in the Plan or in the Statement of Terms and Conditions, as applicable.

Additional Terms: Notwithstanding the Statement of Terms and Conditions, the additional terms and conditions set forth on Attachment I hereto are applicable and are incorporated herein by reference.

The Grantee acknowledges receipt of a copy of the Plan, the Statement of Terms and Conditions and the Plan Prospectus, represents that the Grantee has carefully read and is familiar with their provisions, and hereby accepts the PSs subject to all of their terms and conditions. The Grantee acknowledges that there are tax consequences upon settlement of the PSs or disposition of the shares, if any, received in connection therewith and that Grantee should consult a tax adviser prior to such settlement or disposition.

By their signatures below, the Company and the Grantee agree that the PSs are granted under and governed by this Performance Share Agreement and by the provisions of the Plan and the Statement of Terms and Conditions and other attachments hereto.

Please sign your name in the space provided below on this Performance Share Agreement and return an executed copy to [Name], ABM Industries Incorporated, 551 Fifth Avenue, Suite 300, New York, New York 10176.

ABM INDUSTRIES INCORPORATED

GRANTEE

By: _____

[Senior VP-Human Resources]

Full_Name

Date: _____

Date: _____

ATTACHMENTS:

- Attachment I (Additional Terms and Conditions)
- Attachment II (Performance Conditions)
- 2006 Equity Incentive Plan and Statement of Terms and Conditions
- 2006 Equity Incentive Plan Prospectus

Attachment I
Additional Terms and Conditions

Pursuant to the authority provided in the Plan and the Statement of Terms and Conditions, the Compensation Committee has determined that the PSs granted pursuant to this Performance Share Agreement shall be subject to the following additional terms and conditions, which shall supersede the respective terms set forth in the Statement of Terms and Conditions.

No Vesting Upon Retirement. All references to “Retirement,” in Section IV.B.2.b of the Statement of Terms and Conditions shall be disregarded and of no force and effect with respect to the PSs. Accordingly, Retirement shall not result in pro-rata vesting of the PSs, notwithstanding Section IV.B.2.b of the Statement of Terms and Conditions. The Grantee acknowledges that unvested PSs shall be subject to forfeiture if the Grantee terminates employment due to Retirement before the vesting date.

No Vesting Upon Termination of Employment Without Cause. The provisions in Section IV.B.2.b of the Statement of Terms and Conditions with respect to vesting in the event of termination by the Company or an Affiliate without Cause shall be disregarded and of no force and effect with respect to the PSs. Accordingly, termination by the Company or an Affiliate without Cause shall not result in pro-rata vesting of the PSs, notwithstanding Section IV.B.2.b of the Statement of Terms and Conditions. The Grantee acknowledges that unvested PSs shall be subject to forfeiture if the Company or an Affiliate terminates Grantee’s employment without Cause before the vesting date.

Pro-rated Vesting Upon Disability or Death. The provisions in Section IV.B.2.b of the Statement of Terms and Conditions with respect to vesting in the event of Disability or death shall be disregarded and of no force and effect with respect to the PSs and instead, the provisions set forth in the following sentence shall apply with respect to vesting of the PSs in the event of Disability or death. If prior to the Vesting Date, the Grantee ceases to be a bona fide employee of the Company or an Affiliate, which cessation constitutes a “separation from service” under Section 409A of the Code and which is the result of Disability or death, then a number of PSs shall become vested in an amount equal to the number of PSs originally subject to the Award multiplied by the number of whole months between the Date of Grant and the date of Disability or death divided by the number of whole months between the Date of Grant and the Vesting Date.

Attachment II
Performance Condition

ABM must achieve income from continuing operations before taxes of at least \$100M, as set forth in ABM's Annual Report on Form 10-K for any one of fiscal years 2015, 2016 or 2017.

For the avoidance of doubt, in the event that the performance condition specified above is not achieved, no vesting will occur, including any pro rata vesting related to death or disability as set forth in Attachment I.



ABM NAMES INDUSTRY VETERAN SCOTT SALMIRS AS NEXT CEO

*With Company Well-Positioned, EVP Scott Salmirs to Succeed
Current CEO Henrik Slipsager, Effective March 31*

NEW YORK, NY - January 12, 2015 - ABM (NYSE:ABM), a leading provider of facility solutions, today announced that its board of directors has named executive vice president Scott Salmirs to succeed current president and chief executive officer Henrik Slipsager, effective March 31, 2015. The board and Slipsager together determined that because of the company's recent strong performance, its depth of talent, and the completion of its reorganization and re-branding, it is the appropriate time to effect a leadership transition as a part of the board's succession planning.

Salmirs, 52, has been appointed to the ABM board of directors effective immediately. While Slipsager, 60, has agreed to stay on in a consulting role with ABM following the transition through September 30, 2015, his term on the board will end on March 4, 2015 at the company's Annual Meeting of Shareholders.

Salmirs joined the company in 2003 and currently serves as executive vice president of ABM and has global responsibility for ABM's aviation division and all international activities. Until December 2014, Salmirs led ABM's Onsite services division focused on the Northeast. Prior to ABM, Salmirs was a senior vice president at Lehman Brothers responsible for their North American Facilities Group. He previously served in leadership positions in the Facilities Groups at Goldman Sachs and CBRE.

Since November 2000, under Slipsager's leadership, ABM has transformed from a company with annual revenues of \$1.8 billion and approximately 60,000 employees into a leading provider of facility solutions today, with revenues of more than \$5.0 billion and approximately 118,000 employees in over 300 offices throughout the United States and various international locations.

"ABM now has the scope, scale, human capital, industry expertise, and proven technology to deliver enterprise-wide facility solutions around the globe," said Slipsager. "Given his industry expertise, his understanding of our clients and vertical markets, and his leadership role in building ABM for more than a decade, Scott is the right leader at the right time. He has the unique blend of experience and skills to lead the company."

"We are very pleased to have an internal leader with Scott's expertise and capabilities to step right in and move the company to develop the many opportunities for growth," said Maryellen Herring, chairman of the ABM board of directors. "He already has provided substantial value

to the stakeholders of ABM, and we are confident that he will contribute even more in the years ahead.”

“We would like to extend our enormous thanks to Henrik for all he has done to help successfully transform this company,” Herringer continued. “His tenure marks ABM’s greatest period of expansion and growth – in revenue, employees, capabilities, markets, vertical markets and geography. We wish him all the best in the future.”

“I am honored to lead this exceptional organization and to build on the strong foundation established by Henrik and the management team. Now, from a position of strength, is the right time to take ABM to the next level.” said Salmirs. “The opportunities are enormous. Partnering with the talented professionals throughout the ABM organization, I am dedicated to serving our clients and committed to driving shareholder value.”

Salmirs holds an MBA in Finance from the State University of New York at Binghamton, and a BS in Business-Economics from the State University of New York College at Oneonta. He is on the board of the Outreach Project, an organization that promotes the rehabilitation of high school age drug users, and is a founding board member of Donate Eight, a group focused on increasing the number of organ donors in New York State.

ABOUT ABM

ABM ([NYSE: ABM](#)) is a leading provider of facility solutions with revenues of approximately \$5.0 billion and 118,000 employees in over 300 offices deployed throughout the United States and various international locations. ABM’s comprehensive capabilities include facilities engineering, commercial cleaning, energy solutions, HVAC, electrical, landscaping, parking and security, provided through stand-alone or integrated solutions. ABM provides custom facility solutions in urban, suburban and rural areas to properties of all sizes - from schools and commercial buildings to hospitals, manufacturing plants and airports. ABM Industries Incorporated, which operates through its subsidiaries, was founded in 1909. For more information, visit www.abm.com.

Cautionary Statement under the Private Securities Litigation Reform Act of 1995

This press release contains forward-looking statements that set forth management's anticipated results based on management's current plans and assumptions. Any number of factors could cause the Company's actual results to differ materially from those anticipated. These factors include but are not limited to the following: (1) risks relating to our acquisition strategy may adversely impact our results of operations; (2) our strategy of moving to an integrated facility solutions provider platform, which focuses on vertical markets, may not generate the organic growth in revenues or profitability that we expect; (3) we are subject to intense competition that can constrain our ability to gain business as well as our profitability; (4) our business success depends on our ability to preserve our long-term relationships with clients; (5) increases in costs that we cannot pass on to clients could affect our profitability; (6) we have high deductibles for certain insurable risks, and therefore we are subject to volatility associated with those risks; (7) our restructuring initiatives may not achieve the expected cost reductions; (8) our business

success depends on retaining senior management and attracting and retaining qualified personnel; (9) we are at risk of losses stemming from accidents or other incidents at facilities in which we operate, which could cause significant damage to our reputation and financial loss; (10) negative or unexpected tax consequences could adversely affect our results of operations; (11) federal health care reform legislation may adversely affect our business and results of operations; (12) changes in energy prices and government regulations could adversely impact the results of operations of our Building & Energy Solutions business; (13) significant delays or reductions in appropriations for our government contracts may negatively affect our business and could have an adverse effect on our financial position, results of operations, and cash flows; (14) we conduct some of our operations through joint ventures, and our ability to do business may be affected by the failure of our joint venture partners to perform their obligations; (15) our business may be negatively affected by adverse weather conditions; (16) we are subject to business continuity risks associated with centralization of certain administrative functions; (17) our services in areas of military conflict expose us to additional risks; (18) we are subject to cyber-security risks arising out of breaches of security relating to sensitive company, client, and employee information and to the technology that manages our operations and other business processes; (19) a decline in commercial office building occupancy and rental rates could affect our revenues and profitability; (20) deterioration in general economic conditions could reduce the demand for facility services and, as a result, reduce our earnings and adversely affect our financial condition; (21) financial difficulties or bankruptcy of one or more of our clients could adversely affect our results; (22) we incur accounting and other control costs that reduce profitability; (23) any future increase in the level of our debt or in interest rates could affect our results of operations; (24) our ability to operate and pay our debt obligations depends upon our access to cash; (25) goodwill impairment charges could have a material adverse effect on our financial condition and results of operations; (26) impairment of long-lived assets may adversely affect our operating results; (27) we are defendants in class and representative actions and other lawsuits alleging various claims that could cause us to incur substantial liabilities; (28) changes in immigration laws or enforcement actions or investigations under such laws could significantly adversely affect our labor force, operations, and financial results; (29) labor disputes could lead to loss of revenues or expense variations; (30) we participate in multiemployer pension plans that under certain circumstances could result in material liabilities being incurred; and (31) disasters or acts of terrorism could disrupt services.

Additional information regarding these and other risks and uncertainties the Company faces is contained in the Company's Annual Report on Form 10-K for the year ended October 31, 2014 and in other reports the Company files from time to time with the Securities and Exchange Commission. The Company urges readers to consider these risks and uncertainties in evaluating its forward-looking statements. The Company cautions readers not to place undue reliance upon any such forward-looking statements, which speak only as of the date made. The Company disclaims any obligation or undertaking to publicly release any updates or revisions to any forward-looking statement contained herein (or elsewhere) to reflect any change in the Company's expectations with regard thereto or any change in events, conditions, or circumstances on which any such statement is based.

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