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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): September 8, 2011

ABM Industries Incorporated

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

1-8929

(Commission File Number)

94-1369354

(IRS Employer Identification No.)

**551 Fifth Avenue, Suite 300,
New York, New York**

(Address of principal executive offices)

10176

(Zip Code)

Registrant's telephone number, including area code: **(212) 297-0200**

N/A

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 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))
-

Item 1.01. Entry into a Material Definitive Agreement.

On September 8, 2011, ABM Industries Incorporated (the “Company”) entered into an amendment (the “Repricing Amendment”) to the Credit Agreement dated November 30, 2010 (the “Facility”) with Bank of America, N.A., as administrative agent, swing line lender and letter of credit issuer, and the lenders party thereto. The Repricing Amendment (a) reduces the “Applicable Rate” relating to borrowings under the Facility; (b) extends the maturity date under the Facility to September 8, 2016; and (c) revises the definition of “Permitted Acquisition” under the Facility.

The foregoing summary of the Repricing Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Repricing Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 8.01 Other Events.

On September 9, 2011, the Company issued a press release announcing the successful completion of an amendment and extension of its \$650 million senior unsecured credit facility. A copy of the press release relating to the amendment of this credit facility is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits.

10.1 Amendment dated September 8, 2011 to the Credit Agreement dated November 30, 2010 with Bank of America, N.A., as administrative agent, swing line lender and letter of credit issuer, and the lenders party thereto.

99.1 Press release dated September 9, 2011, announcing the successful completion of an amendment and extension by ABM Industries Incorporated of its \$650 million senior unsecured credit facility.

SIGNATURES

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

ABM INDUSTRIES INCORPORATED

Dated: September 13, 2011

By: /s/ Sarah H. McConnell
Sarah H. McConnell
Senior Vice President and
General Counsel

EXHIBIT INDEX

- 10.1 Amendment dated September 8, 2011 to the Credit Agreement dated November 30, 2010 with Bank of America, N.A., as administrative agent, swing line lender and letter of credit issuer, and the lenders party thereto.
- 99.1 Press release dated September 9, 2011, announcing the successful completion of an amendment and extension by ABM Industries Incorporated of its \$650 million senior unsecured credit facility.

SECOND AMENDMENT

THIS SECOND AMENDMENT, dated as of September 8, 2011 (this "Amendment"), amends the Credit Agreement, dated as of November 30, 2010 (as previously amended, the "Credit Agreement"), among ABM Industries Incorporated (the "Company"), various financial institutions (the "Lenders") and Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent"). Capitalized terms used but not otherwise defined herein have the respective meanings ascribed thereto in the Credit Agreement.

WHEREAS, the Company, the Lenders and the Administrative Agent have entered into the Credit Agreement;

WHEREAS, the parties hereto desire to amend the Credit Agreement as more fully set forth herein;

WHEREAS, the parties hereto have agreed that each of Peoples United Bank, Comerica Bank and The Bank of New York Mellon (collectively, the "Exiting Lenders") shall cease to be Lenders under the Credit Agreement; and

WHEREAS, certain Lenders will be increasing the amount of their Loans and their Commitments in an aggregate amount equal to the outstanding Loans and the Commitments of the Exiting Lenders.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1 Amendments. Subject to the satisfaction of the conditions precedent set forth in Section 3, the Credit Agreement is amended as follows:

(a) Section 1 of the Credit Agreement is amended by deleting the table set forth in the definition of "Applicable Rate" in its entirety and replacing it with the following:

<u>Pricing Level</u>	<u>Leverage Ratio</u>	<u>Eurodollar Rate/IBOR Rate/Letters of Credit</u>	<u>Base Rate Loans</u>	<u>Non-Use Fee</u>
1	≥ 2.25 to 1.0	1.75%	0.75%	0.300%
2	≥ 1.75 to 1.0 but < 2.25 to 1.0	1.50%	0.50%	0.275%
3	≥ 1.25 to 1.0 but < 1.75 to 1.0	1.25%	0.25%	0.250%
4	< 1.25 to 1.0	1.00%	0%	0.225%

(b) Section 1 of the Credit Agreement is amended by deleting definition of "Maturity Date" in its entirety and replacing it with the following:

"Maturity Date" means (a) September 8, 2016 or (b) such earlier date upon which the Loans and other Obligations become due in accordance with the terms hereof.

(c) Section 1 of the Credit Agreement is amended by deleting clause (v) of the definition of “Permitted Acquisition” in its entirety and replacing it with the following:

(v) both before and after giving effect to such Acquisition, the Leverage Ratio shall not be greater than 3.25 to 1.0, and

(d) Schedule 2.1 of the Credit Agreement is deleted and replaced with Schedule 2.1 hereto.

SECTION 2 Representations and Warranties. The Company represents and warrants to the Administrative Agent and the Lenders that, after giving effect to this Amendment:

(a) each representation and warranty set forth in Article V of the Credit Agreement, as amended hereby, is true and correct in all material respects as of the Effective Date (as defined below), except to the extent that any such representation and warranty specifically refers to an earlier date, in which case it shall be true and correct in all material respects as of such earlier date; and

(b) no Default exists.

SECTION 3 Effectiveness. This Amendment shall become effective as of the date first written above (the “Effective Date”) when the Administrative Agent shall have received:

(a) counterparts of this Amendment executed by the Borrowers, the Administrative Agent and each of the Lenders,

(b) a Confirmation, executed by the Subsidiary Guarantors, in the form attached hereto as Exhibit A and

(c) for the account of each Exiting Lender, (i) from the Company, all principal, accrued interest and fees owing to such Exiting Lender (including amounts payable pursuant to Section 3.5 of the Credit Agreement, assuming for such purpose that the Loans of the Exiting Lender were prepaid rather than allocated upon effectiveness of this Amendment (the “Effective Time”)) and (ii) from the Increasing Lenders (as defined in Section 4.1), the amounts described in clause (b) of Section 4.1.

SECTION 4 Miscellaneous.

4.1 Exiting Lenders. (a) The Borrowers and the Lenders agree that at the Effective Time (i) the outstanding Revolving Loans (and the participations in Letters of Credit and Swing Line Loans) of the Exiting Lenders shall be reallocated among certain of the Lenders (the “Increasing Lenders”) to reflect Schedule 2.1 of the Credit Agreement, as amended by this Amendment and (ii) the Exiting Lenders shall cease to be Lenders under the Credit Agreement and the other Loan Documents and shall have no further interests, rights or obligations thereunder; provided that the Exiting Lenders shall continue to be entitled to the benefits of Section 3.1 (and subject to the requirements of Section 3.1), 3.3, 3.4 and 10.5 of the Credit Agreement with respect to facts and circumstances occurring prior to the Effective Date.

(b) To facilitate the allocation described in clause (a), and satisfy the condition precedent in Section 3(c) of this Amendment, (i) each Increasing Lender shall transfer to the Administrative Agent an amount such that after giving effect to such transfer, such Increasing Lender's Applicable Percentage will be as set forth on Schedule 2.1, and (ii) the Administrative Agent shall apply the funds received from the Increasing Lenders pursuant to clause (i) on behalf of the Increasing Lenders (pro rata according to the amount of the applicable Loans each is required to purchase to achieve the allocation described in clause (a)), to purchase from each Exiting Lender the applicable outstanding Revolving Loans (including any Revolving Loans made at the Effective Time), participations in Letters of Credit and Swing Line Loans.

4.2 Continuing Effectiveness, etc. As amended hereby, the Credit Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects. After the effectiveness of this Amendment, all references in the Credit Agreement and the other Loan Documents to "Credit Agreement" or similar terms shall refer to the Credit Agreement as amended hereby.

4.3 General. The provisions of Sections 10.5, 10.7, 10.14 and 10.17 of the Credit Agreement are incorporated into this Amendment as if fully set forth herein, *mutatis mutandis*.

4.4 Loan Document. This Amendment is a Loan Document.

[Signature Pages Follow]

Delivered as of the day and year first above written.

ABM INDUSTRIES INCORPORATED

By: /s/ Diego Anthony Scaglione
Title: VP, Treasurer

Second Amendment

S-1

BANK OF AMERICA, N.A., as Administrative
Agent

By: /s/ Fani Davidson
Title: Assistant Vice President

Second Amendment

BANK OF AMERICA, N.A.,
as a Lender, as L/C Issuer
and as Swing Line Lender

By: /s/ Ronald J. Drobny
Title: Senior Vice President

Second Amendment

JPMORGAN CHASE BANK, N.A.,
as a Lender

By: /s/ Keith Winzenried
Title: Credit Executive

Second Amendment

RBS CITIZENS, N.A.,
as a Lender

By: /s/ Paul Darrigo
Title: SVP

Second Amendment

THE BANK OF TOKYO-MITSUBISHI UFJ,
LTD., NEW YORK BRANCH, as a Lender

By: /s/ Joanne Nasuti
Title: Vice President

Second Amendment

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Eric Frandson
Title: Director

By: /s/ Tom Molitor
Title: Director

Second Amendment

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Michael P. Dickman
Title: Vice President

Second Amendment

KEYBANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Frank J. Jancar
Title: Vice President

Second Amendment

SOVEREIGN BANK,
as a Lender

By: /s/ Cameron Gateman
Title: SVP — Corporate Banking

Second Amendment

BANK OF THE WEST,
as a Lender

By: /s/ Robert Kido
Title: Vice President

Second Amendment

PEOPLE'S UNITED BANK,
as an Exiting Lender

By: /s/ John G. Bundschuh
Title: Senior Vice President

Second Amendment

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as a Lender

By: /s/ Nupur Kumar _____
Title: Vice President

By: /s/ Sanja Gazahi _____
Title: Associate

Second Amendment

COMERICA BANK,
as an Exiting Lender

By: /s/ Joey Powell
Title: Vice President

Second Amendment

FIFTH THIRD BANK,
as a Lender

By: /s/ George B. Davis
Title: Vice President

Second Amendment

PNC BANK, N.A.,
as a Lender

By: /s/ Amishi Patel
Title: Assistant Vice President

Second Amendment

HSBC BANK USA, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Randolph E. Cates
Title: VP, Senior Relationship Manager

Second Amendment

THE NORTHERN TRUST COMPANY,
as a Lender

By: /s/ Daniel J. Boote
Title: Senior Vice President

Second Amendment

THE BANK OF NEW YORK MELLON,
as an Exiting Lender

By: /s/ Paul F. Noel
Title: Managing Director

Second Amendment

**COMMITMENTS
AND APPLICABLE PERCENTAGES**

Lender	Commitment	Applicable Percentage
Bank of America, N.A.	\$125,000,000.00	19.230769231%
JPMorgan Chase Bank, National Association	\$ 90,000,000.00	13.846153846%
RBS Citizens, N.A.	\$ 65,000,000.00	10.000000000%
The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	\$ 65,000,000.00	10.000000000%
Wells Fargo Bank, National Association	\$ 60,000,000.00	9.230769231%
US Bank, National Association	\$ 50,000,000.00	7.692307692%
KeyBank National Association	\$ 37,500,000.00	5.769230769%
Sovereign Bank	\$ 37,500,000.00	5.769230769%
Bank of the West	\$ 20,000,000.00	3.076923077%
HSBC Bank USA, National Association	\$ 20,000,000.00	3.076923077%
PNC Bank, N.A.	\$ 25,000,000.00	3.846153846%
Credit Suisse AG, Cayman Islands Branch	\$ 15,000,000.00	2.307692308%
Fifth Third Bank	\$ 25,000,000.00	3.846153846%
The Northern Trust Company	\$ 15,000,000.00	2.307692308%
Total	\$650,000,000.00	100.000000000%

CONFIRMATION

Dated as of September 8, 2011

To: Bank of America, N.A., individually and as Administrative Agent, and the other financial institutions party to the Credit Agreement referred to below

Please refer to (a) the Credit Agreement, dated as of November 30, 2010 (as previously amended, the "Credit Agreement"), among ABM Industries Incorporated (the "Company"), various financial institutions (the "Lenders") and Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent"); (b) the Subsidiary Guaranties (as defined in the Credit Agreement) and (c) the Second Amendment to the Credit Agreement, dated as of the date hereof (the "Second Amendment").

Each of the undersigned hereby confirms to the Administrative Agent and the Lenders that, after giving effect to the Second Amendment and the transactions contemplated thereby, the Subsidiary Guaranties continue in full force and effect and are the legal, valid and binding obligation of such undersigned, enforceable against such undersigned in accordance with their terms.

[Signatures begin on next page]

ABM JANITORIAL SERVICES, INC.
ABM JANITORIAL SERVICES — MID-ATLANTIC, INC.
ABM JANITORIAL SERVICES — NORTH CENTRAL, INC.
ABM JANITORIAL SERVICES — NORTHEAST, INC.
ABM JANITORIAL SERVICES — NORTHWEST, INC.
ABM JANITORIAL SERVICES — SOUTH CENTRAL, INC.
ABM JANITORIAL SERVICES — SOUTHEAST, LLC
AMERICAN PUBLIC SERVICES
ABM SERVICES, INC.
DIVERSCO, INC.
ONESOURCE FACILITY SERVICES, LLC
ONESOURCE HOLDINGS, LLC
SM NEWCO CORP.
SERVALL SERVICES INC.
ABM FACILITY SERVICES, INC.
ABM SHARED SERVICES, INC.
ABM SECURITY SERVICES, INC.
AMPCO-M
AMPCO SYSTEM PARKING
ABM ELECTRICAL, INC.
ABM ELECTRICAL NETWORK, INC.
LINC BUILDING & ENERGY SOLUTIONS, INC.
LINC INTERNATIONAL, INC.
THE LINC GROUP, LLC
CET ELECTRICAL TESTING LLC
FERGUSON-WILLIAMS, LLC
GREENHOMES AMERICA, LLC
GREENHOMES AMERICA, LP
GREENHOMES MULTI-FAMILY SERVICES, LLC
GREENHOMES PERFORMANCE SERVICES, LLC
HOME PERFORMANCE ENTERPRISES, LLC
KEY ELECTRIC, INC.
LINC FACILITY SERVICES EGYPT, LLC
LINC FACILITY SERVICES IRAQ, LLC
LINC FACILITY SERVICES KUWAIT, LLC
LINC FACILITY SERVICES ME, LLC
LINC FACILITY SERVICES UAE, LLC
LINC GOVERNMENT SERVICES AFGHANISTAN BRANCH, LLC
LINC GOVERNMENT SERVICES, LLC
LINC HEALTH, LLC
LINC HEALTH, INC.
LINC INTERNATIONAL, INC.
LINC MECHANICAL, LLC
LINC NETWORK, LLC
LINC SERVICES, LLC
LINC SERVICES MID-ATLANTIC LLC
LINC WESTERN AIR, LP
MET ELECTRICAL TESTING LLC
PRO MECHANICAL SERVICES, INC.
REEP, INC.
SUNDOWN LIGHTING, INC.

By: /s/ Diego Anthony Scaglione

Title: Treasurer



551 Fifth Avenue
Suite 300
New York, NY 10176

PRESS RELEASE

ABM INDUSTRIES ANNOUNCES AMENDMENT AND EXTENSION OF \$650 MILLION CREDIT FACILITY

NEW YORK, NY — September 9, 2011 — ABM Industries (NYSE:ABM) today announced the successful completion of an amendment and extension of its existing \$650 million senior unsecured credit agreement, which results in more favorable terms and extends the maturity.

As part of the amendment:

- The term of the credit facility was extended from November 30, 2015 to September 8, 2016;
- The maximum leverage ratio for permitted acquisitions was increased from 2.75x to 3.25x the Company's 12-month trailing EBITDA; and
- The effective interest rates were reduced for drawn and undrawn pricing based on the Company's leverage ratio.

The agreement will provide funds for the Company's working capital needs and general corporate purposes.

"We are very pleased with the new terms on our credit facility," said Jim Lusk, executive vice president and chief financial officer, ABM Industries. "The completion of this agreement and its more favorable terms will provide a flexible source of financing for our operating activities and continued growth while supporting our ability to explore strategic opportunities, as they arise, over the next five years."

D. Anthony Scaglione, ABM's vice president and treasurer, commented: "Having successfully completed this transaction in a difficult economic environment demonstrates our banking group's confidence in both the financial strength and business strategy of ABM. I am very pleased with the terms of the revised agreement and it exemplifies ABM's strategy of maintaining a risk profile with a flexible, low cost and stable capital structure."

Bank of America, N.A., acted as Administrative Agent.

About ABM Industries Incorporated

ABM Industries Incorporated (NYSE:ABM), which operates through its subsidiaries (collectively "ABM"), is a leading provider of integrated facility services. With fiscal 2010 revenues of approximately \$3.5 billion and nearly 100,000 employees, ABM provides commercial cleaning and maintenance, facility engineering, energy efficiency, parking and security services for thousands of commercial, industrial, government and retail clients across the

United States and various international locations. ABM's business services include ABM Janitorial Services, ABM Facility Services, ABM Engineering Services, Ampco System Parking and ABM Security Services. For more information, visit www.abm.com.

Contact

Media: Tony Mitchell
(212) 297-9828
tony.mitchell@abm.com

Investors & Analysts: David Farwell
(212) 297-9792
dfarwell@abm.com

###