

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

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

ABM INDUSTRIES INCORPORATED

(Exact name of issuer as specified in its charter)

Delaware 94-1369354

(State or other jurisdiction (I.R.S. employer
of incorporation or organization) identification number)

50 Fremont Street, Suite 2600, San Francisco, California 94105
(Address of principal executive offices) (Zip Code)

ABM INDUSTRIES INCORPORATED 1987 STOCK OPTION PLAN
(Full title of the plan)

Harry H. Kahn, Esq.

Corporate Vice President, General Counsel and Secretary
ABM Industries Incorporated 50 Fremont Street, Suite 2600
San Francisco, California 94105

(Name and address of agent for service)

Telephone number, including area code, of agent for service:
(415) 597-4500

Copy to:

Therese A. Mrozek, Esq.
Orrick, Herrington & Sutcliffe
400 Sansome Street
San Francisco, California 94111

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share*	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock and Options to Purchase	500,000 shares	\$17.875	\$8,937,500.00	\$3,082.00

* Estimated solely for the purpose of calculating the registration fee on the basis of \$17.875 per share, the average of the high and low prices for the Common Stock on the New York Stock Exchange on March 24, 1994.

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents are incorporated by reference in this registration statement: (i) ABM Industries Incorporated's (the "Company") latest annual report filed pursuant to Sections 13(a) or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"); (ii) all other reports filed by the Company pursuant to Sections 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the Company's latest annual report; and (iii) the description of the Company's common stock set forth in the Company's Registration Statement on Form 8-A relating thereto, including any amendment or report filed for the purpose of updating such description. All documents filed by the Company after the date of this registration statement pursuant to Sections 13(a), 13(c), 14, and 15(d) of the Exchange Act, prior to the filing of a post-effective

amendment (that indicates all securities offered have been sold or deregisters all securities then remaining unsold), shall be deemed to be incorporated by reference in this registration statement and to be a part hereof from the date of filing of such documents.

ITEM 4. DESCRIPTION OF SECURITIES

Inapplicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

Inapplicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

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

As authorized by Section 145 of the Delaware Corporation Law, the Company's By-Laws provide for the indemnification of the directors, officers, employees or agents of the Company in certain cases. Indemnification shall be provided to directors and officers of the Company, or of other enterprises if serving at the request of the Company, against actual and reasonable costs, charges, expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with pending

or completed actions, suits or proceedings, whether civil, criminal, administrative or investigative (other than action by or in the right of the Company) if the director or officer acted in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

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

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

In addition to the above, the Company has entered into an Indemnification Agreement with its directors. The Indemnification Agreement provides directors with the same indemnification by the Company as set forth in the preceding paragraphs except that the Indemnification Agreement differs from the By-Laws in the following significant respects:

(1) indemnification is provided to directors in excess of that provided by any insurance coverage; and (2) no indemnification shall be provided on account of any action commenced by the director in his or her individual right against the Company, its directors, officers and stockholders unless authorized by a majority of disinterested directors.

There exists directors and officers liability insurance presently outstanding which insures directors and officers of the Company. The losses covered by the policy are subject to certain exclusions and the policy contains certain deductible provisions. All exclusions and deductibles are specifically indemnified in the Indemnification Agreement discussed in the preceding paragraph.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Inapplicable.

ITEM 8. EXHIBITS

4.1 The ABM Industries Incorporated 1987 Stock Option Plan.

4.2 Form of Incentive Stock Option Agreement.

4.3 Form of Nonqualified Stock Option Agreement.

5.1 Opinion of Harry H. Kahn, Esq.

23.1 Consent of KPMG Peat Marwick

23.2 Consent of Harry H. Kahn, Esq. is included in Exhibit 5.1.

24.1 Power of Attorney of Directors.

ITEM 9. UNDERTAKINGS

(a) The undersigned registrant hereby undertakes:

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

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

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

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

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the registration statement is on Form S-3 or Form S-8 and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933 each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of the Plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to

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

Signatures

THE REGISTRANT

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Francisco, State of California on the 29th day of March, 1994.

ABM INDUSTRIES INCORPORATED
(Registrant)

/s/ William W. Steele
William W. Steele
President and Chief Operating Officer

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

Signature	Title	Date
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Principal Executive Officer:

/s/ Sydney J. Rosenberg Sydney J. Rosenberg	Chairman of the Board and Chief Executive Officer	March 29, 1994
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Principal Financial Officer:

/s/ David H. Hebble David H. Hebble	Corporate Vice President and Chief Financial Officer	March 29, 1994
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Principal Accounting Officer:

/s/ Hussain A. Khan Hussain A. Khan	Corporate Controller	March 29, 1994
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Directors:

* /s/ Claude M. Ballard, Jr. Claude M. Ballard, Jr.	Director	March 29, 1994
* /s/ Maryellen B. Cattani Maryellen B. Cattani	Director	March 29, 1994
* /s/ Robert S. Dickerman Robert S. Dickerman	Director	March 29, 1994
* /s/ John F. Egan John F. Egan	Director	March 29, 1994
* /s/ Charles T. Horngren Charles T. Horngren	Director	March 29, 1994
* /s/ Felix M. Juda Felix M. Juda	Director	March 29, 1994
* /s/ William E. Walsh William E. Walsh	Director	March 29, 1994
* /s/ Martin H. Mandles Martin H. Mandles	Director	March 29, 1994
* /s/ Sydney J. Rosenberg Sydney J. Rosenberg	Director	March 29, 1994
* /s/ Theodore Rosenberg Theodore Rosenberg	Director	March 29, 1994
* /s/ William W. Steele William W. Steele	Director	March 29, 1994
* By /s/ Harry H. Kahn Harry H. Kahn, Attorney-in-Fact		

A majority of the members of the Board of Directors.

EXHIBIT INDEX

- 4.1 The ABM Industries Incorporated 1987 Stock Option Plan.
- 4.2 Form of Stock Option Agreement.
- 4.3 Form of Nonqualified Stock Option Agreement.
- 5.1 Opinion of Harry H. Kahn, Esq.
- 23.1 Consent of KPMG Peat Marwick
- 23.2 Consent of Harry H. Kahn, Esq. is included in Exhibit 5.1.
- 24.1 Power of Attorney of Directors.

EXHIBIT 4.1

ABM INDUSTRIES INCORPORATED
1987 STOCK OPTION PLAN

ARTICLE I

GENERAL

1. PURPOSE.

This 1987 Stock Option Plan (the "Plan") is intended to increase incentive and to encourage stock ownership on the part of nonemployee directors of ABM Industries Incorporated (the "Company") and selected key employees of the Company or of other corporations which are or become subsidiaries of the Company, and other individuals whose efforts may aid the Company. It is also the purpose of the Plan to provide such employees and other individuals with a proprietary interest, or to increase their proprietary interest, in the Company and its subsidiaries, and to encourage them to remain in the employ of the Company or its subsidiaries. It is intended that certain options granted pursuant to the Plan shall constitute incentive stock options within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), and that certain other options granted pursuant to the Plan shall not constitute incentive stock options ("nonqualified stock options").

2. ADMINISTRATION.

The Plan shall be administered by the Executive Compensation Committee (the "Committee") of the Board of Directors of the Company (the "Board"). The Committee shall from time to time at its discretion make determinations with respect to the persons to whom options shall be granted and the amount of such options. The Committee shall consist of not fewer than three members of the Board. Each member of the Committee shall be a "disinterested person" as defined in Rule 16b-3 under the Securities Exchange Act of 1934, as amended ("Rule 16b-3").

The interpretation and construction by the Committee of any provisions of the Plan or of any option granted under it shall be final. No member of the Committee shall be liable for any action or determination made in good faith with respect to the Plan or any option granted under it.

3. ELIGIBILITY.

Subject to Section 2 of this Article I, the persons who shall be eligible to receive options under the Plan shall be such officers and key employees (including directors who are also salaried employees of the Company) of the Company as the Committee shall select. In addition, independent contractors of the Company who are not also salaried employees of the Company shall be eligible to receive nonqualified stock options (but such persons shall not be eligible to receive incentive stock options). The terms "officers and key employees" as used herein shall mean such key employees as may be determined by the Committee in its sole discretion. Directors of the Company who are not employees of the Company nor of any of its subsidiary corporations ("nonemployee directors") shall be eligible only for the options automatically granted pursuant to Article V.

Except where the context otherwise requires, the term "Company," as used herein, shall include (i) ABM Industries Incorporated and (ii) any of its "subsidiary corporations" which meet the definition of subsidiary corporation contained in Section 424(f) of the Code, and the terms "officers and key employees of the Company," and words of similar import, shall include officers and key employees of each such subsidiary corporation, as well as officers and key employees of ABM Industries

Incorporated.

4. SHARES OF STOCK SUBJECT TO THE PLAN.

The shares that may be issued under the Plan shall be authorized and unissued or reacquired shares of the Company's common stock (the "Common Stock"). The aggregate number of shares which may be issued under the Plan shall not exceed 1,100,000 shares of Common Stock, unless an adjustment is required in accordance with Article III.

5. AMENDMENT OF THE PLAN.

The Board of Directors may at any time, or from time to time, amend this Plan in any respect, except that, to the extent required to maintain this Plan's qualification under Rule 16b-3, any such amendment shall be subject to stockholder approval. In addition, as required by Rule 16b-3, the provisions of Article V regarding the formula for determining the amount, exercise price, and timing of nonemployee director options shall in no event be amended more than once every six months, other than to comport with changes in the Code and/or the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). (ERISA is inapplicable to the Plan.)

6. APPROVAL OF STOCKHOLDERS.

All options granted under the Plan before the Plan is approved by affirmative vote at the next meeting of stockholders of the Company, or any adjournment thereof, of the holders of a majority of the outstanding shares of Common Stock shall be subject to such approval. No option granted hereunder may become exercisable unless and until such approval is obtained.

7. TERM OF PLAN.

Options may be granted under the Plan until December 31, 1996, the date of termination of the Plan. Notwithstanding the foregoing, each option granted under the Plan shall remain in effect until such option has been satisfied by the issuance of shares or terminated in accordance with its terms and the terms of the Plan.

8. RESTRICTIONS.

All options granted under the Plan shall be subject to the requirement that, if at any time the Committee shall determine, in its discretion, that the listing, registration or qualification of the shares subject to options granted under the Plan upon any securities exchange or under any state or federal law, or the consent or approval of any government regulatory body, is necessary or desirable as a condition of, or in connection with, the granting of such option or the issuance, if any, or purchase of shares in connection therewith, such option may not be exercised in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

9. NONASSIGNABILITY.

No option shall be assignable or transferable by the grantee except by will or by the laws of descent and distribution. During the lifetime of the optionee, the option shall be exercisable only by him, and no other person shall acquire any rights therein.

10. WITHHOLDING TAXES.

Whenever shares of Common Stock are to be issued under the Plan, the Company shall have the right to require the optionee to remit to the Company an amount sufficient to satisfy federal, state and local withholding tax requirements prior to the delivery of any certificate or certificates for such shares.

11. DEFINITION OF "FAIR MARKET VALUE."

For the purposes of this Plan, the term "fair market value," when used in reference to the date of grant of an option or the date of surrender of Common Stock in payment for the purchase of shares pursuant to the exercise of an option, as the case may be, shall refer to the mean between the highest and lowest sale prices of the Common Stock as quoted in the Composite Transactions Index for the New York Stock Exchange, on such date as published in the "Wall Street Journal" and determined by the Committee, or if no sale price was quoted in any such Index on such date, then as of the next preceding date on which such a sale price was quoted.

ARTICLE II

STOCK OPTIONS

1. AWARD OF STOCK OPTIONS.

Awards of stock options may be made under the Plan under all the terms and conditions contained herein. However, in the cases of incentive stock options the aggregate fair market value (determined as of the date of grant) of the stock with respect to which incentive stock options are exercisable for the first time by such officer or key employee during any calendar year (under all incentive stock option plans of the Company and its parent and subsidiary corporations) shall not exceed \$100,000. The date on which any option is granted shall be the date of the Committee's authorization of such grant or such later date as may be determined by the Committee at the time such grant is authorized.

2. TERM OF OPTIONS AND EFFECT OF TERMINATION.

Notwithstanding any other provision of the Plan, no nonqualified stock option granted under the Plan shall be exercisable after the expiration of ten (10) years and one (1) month from the date of its grant, and no incentive stock option granted under the Plan shall be exercisable after the expiration of ten (10) years from the date of grant. In addition, notwithstanding any other provision of the Plan, no incentive stock option granted under the Plan to a person who, at the time such option is granted and in accordance with Section 425(d) of the Code, owns stock possessing more than 10% of the total combined voting power of all classes of stock of the Company shall be exercisable after the expiration of five (5) years from the date of its grant.

In the event that any outstanding option under the Plan expires by reason of lapse of time or otherwise is terminated for any reason, then the shares of Common Stock subject to any such option which have not been issued pursuant to the exercise of the option shall again become available in the pool of shares of Common Stock for which options may be granted under the Plan.

3. CANCELLATION OF AND SUBSTITUTION FOR NONQUALIFIED OPTIONS.

The Company shall have the right to cancel any nonqualified stock option at any time before it otherwise would have expired by its terms and to grant to the same optionee in substitution therefor a new nonqualified stock option stating an option price which is lower (but not higher) than the option price stated in the cancelled option. Any such substituted option shall contain all other terms and conditions of the cancelled option provided, however, that notwithstanding Section 2 of this Article II such substituted option shall not be exercisable after the expiration of ten (10) years from the date of grant of the cancelled option.

4. TERMS AND CONDITIONS OF OPTIONS.

Options granted pursuant to the Plan shall be evidenced by agreements in such form as the Committee shall from time to time determine, which agreements shall comply with the following terms and conditions.

(A) Optionee's Agreement

Each optionee shall agree to remain in the employ of and to

render to the Company his services for a period of one (1) year from the date of the option, but such agreement shall not impose upon the Company any obligation to retain the optionee in its employ for any period.

(B) Number of Shares and Type of Option

Each option agreement shall state the number of shares to which the option pertains and whether the option is intended to be an incentive stock option or a nonqualified stock option. Notwithstanding any contrary provision of the Plan, during any single fiscal year of the Company, no individual shall be granted options covering more than 25,000 shares of Common Stock.

(C) Option Price

Each option agreement shall state the option price per share (or the method by which such price shall be computed). The option price per share shall not be less than 99% of the fair market value of a share of the Common Stock on the date such option is granted. In the case of an incentive stock option the option price shall be not less than 100% of the fair market value of a share of the Common Stock on the date such option is granted. Notwithstanding the foregoing, the option price per share of an incentive stock option granted to a person who, on the date of such grant and in accordance with Section 424(d) of the Code, owns stock possessing more than 10% of the total combined voting power of all classes of stock of the Company shall be not less than 110% of the fair market value of a share of the Common Stock on the date that the option is granted.

(D) Medium and Time of Payment

The option price shall be payable upon the exercise of an option in the legal tender of the United States or, in the discretion of the Committee, in shares of the Common Stock or in a combination of such legal tender and such shares. Upon receipt of payment, the Company shall deliver to the optionee (or person entitled to exercise the option) a certificate or certificates for the shares of Common Stock to which the option pertains.

(E) Exercise of Options

Pursuant to the terms of a written option agreement approved by the Committee, each option shall become exercisable in increments of twenty percent (20%) of the shares subject to the option, commencing one year after the date that the option was granted, but only if the optionee has been continuously employed by the Company from the date of grant through the date of vesting. The Committee may, in its discretion, waive any vesting provisions contained in an option agreement.

To the extent that an option has become vested (except as provided in Article III), and subject to the foregoing restrictions, it may be exercised in whole or in such lesser amount as may be authorized by the option agreement provided, however, that no partial exercise of an option shall be for fewer than twenty-five (25) shares. If exercised in part, the unexercised portion of an option shall continue to be held by the optionee and may thereafter be exercised as herein provided.

(F) Termination of Employment Except by Disability or Death

In the event that an optionee shall cease to be employed by the Company for any reason other than his death or disability, his option shall terminate on the date three (3) months after the date that he ceases to be an employee of the Company.

(G) Disability of Optionee

If an optionee shall cease to be employed by the Company by reason of his becoming permanently and totally disabled within the meaning of Section 22(e)(3) of the Code (as determined by the Committee), such option shall terminate on the date one (1) year after cessation of employment due to such disability.

(H) Death of Optionee and Transfer of Option

If an optionee should die while in the employ of the Company, or within the three-month period after termination of

his employment with the Company during which he is permitted to exercise an option in accordance with Subsection 4(F) of this Article II, such option shall terminate on the date one (1) year after the optionee's death. During such one-year period, such option may be exercised by the executors or administrators of the

optionee's estate or by any person or persons who shall have acquired the option directly from the optionee by his will or the applicable law of descent and distribution. During such one-year period, such option may be exercised with respect to the number of shares for which the deceased optionee would have been entitled to exercise it at the time of his death and also with respect to 10 percent of the additional number of shares for which he would have been entitled to exercise it during the balance of the option period, had he survived and remained in the employ of the Company.

ARTICLE III

RECAPITALIZATIONS AND REORGANIZATIONS

The number of shares of Common Stock covered by the Plan, and the number of shares and price per share of each outstanding option, shall be proportionately adjusted for any increase or decrease in the number of issued and outstanding shares of Common Stock resulting from a subdivision or consolidation of shares or the payment of a stock dividend, or any other increase or decrease in the number of issued and outstanding shares of Common Stock effected without receipt of consideration by the Company.

If the Company shall be the surviving corporation in any merger or consolidation, each outstanding option shall pertain (unless the Committee determines the provisions of the following sentence are applicable to such merger or consolidation) to and apply to the securities to which a holder of the same number of shares of Common Stock that are subject to that option would have been entitled. A dissolution or liquidation of the Company, a merger or consolidation in which the Company is not the surviving corporation or a "change in control" of the Company (as defined below) (each a "Terminating Transaction"), shall cause each outstanding option to terminate, unless the agreement of merger or consolidation or any agreement relating to a dissolution, liquidation or change in control shall otherwise provide, provided that each optionee in the event of a Terminating Transaction which will cause his option to terminate shall have the right immediately prior to such Terminating Transaction to exercise his option in whole or in part, subject to every limitation on the exercisability of such option other than any vesting provisions. For purposes hereof, a "change of control" shall be deemed to have occurred when (i) a person or group of persons acquires fifty percent (50%) or more of the Company's voting securities, and (ii) the Board of Directors of the Company or the Committee shall have determined that such a "change of control" has occurred or the criteria for a "change of control," as established by the Board or Committee, has been satisfied.

The foregoing adjustments shall be made by the Committee, whose determination in that respect shall be final, binding and conclusive.

The grant of an option pursuant to the Plan shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure or to merge or to consolidate or to dissolve, liquidate or sell, or transfer all or any part of its business or assets.

ARTICLE IV

MISCELLANEOUS PROVISIONS

1. RIGHTS AS A STOCKHOLDER.

An optionee or a transferee of an option shall have no rights as a stockholder with respect to any shares covered by an

option until the date of the receipt of payment (including any amounts required by the Company pursuant to Section 10 of Article I) by the Company. No adjustment shall be made as to any option for dividends (ordinary or extraordinary, whether in cash, securities or other property) or distributions or other rights for which the record date is prior to such date of receipt of payment, except as provided in Article III.

2. MODIFICATION, EXTENSION AND RENEWAL OF OPTIONS.

Subject to the terms and conditions and within the limitations of the Plan, the Committee may modify, extend, renew or cancel outstanding options granted under the Plan. Notwithstanding the foregoing, however, no modification of an option shall, without the consent of the optionee impair or diminish any rights or obligations under any option theretofore granted under the Plan. For purposes of the preceding sentence, the right of the Company pursuant to Section 3 of Article II to cancel any outstanding nonqualified option and to issue therefor a substituted nonqualified option stating a lower option price shall not be construed as impairing or diminishing an optionee's rights or obligations.

3. OTHER PROVISIONS.

The option agreements authorized under the Plan shall contain such other provisions, including, without limitation, restrictions upon the exercise of the option or restrictions required by any applicable securities laws, as the Committee shall deem advisable.

4. APPLICATION OF FUNDS.

The proceeds received by the Company from the sale of Common Stock pursuant to the exercise of options will be used for general corporate purposes.

5. NO OBLIGATION TO EXERCISE OPTION.

The granting of an option shall impose no obligation upon the optionee or a transferee of the option to exercise such option.

ARTICLE V

NONEMPLOYEE DIRECTOR OPTIONS

The provisions of this Article V are applicable only to options granted to nonemployee directors. The provisions of Article II are applicable to options granted to other individuals.

1. GRANTING OF OPTIONS.

Each nonemployee director who is a nonemployee director on the date of the 1994 Annual Meeting of Stockholders, automatically will receive, as of such date only, an option to purchase 2,000 shares of Common Stock.

Each nonemployee director who becomes a nonemployee director after the 1994 Annual Meeting of Stockholders, automatically will receive, as of the date of such nonemployee director's election or appointment to the Board of Directors of the Company, an option to purchase 2,000 shares of Common Stock.

Each continuing nonemployee director (i.e., a nonemployee director who has received an initial grant of an option to purchase 2,000 shares of Common Stock) automatically will receive, on the first day of each subsequent fiscal year, an option to purchase 2,000 shares of Common Stock.

2. TERMS OF OPTIONS.

(A) Option Agreement

Each option shall be evidenced by a written stock option agreement which shall be executed by the optionee and the Company.

(B) Option Price

The price of the shares subject to each option shall be 100% of the fair market value for such shares on the date that the option is granted.

(C) **Exercisability** An option granted pursuant to this Article V shall become exercisable in increments of twenty percent (20%) of the shares subject to the option, commencing one year after the date that the option was granted, but only if the optionee has been a nonemployee director continuously from the date of grant through the date of vesting.

(D) **Expiration of Options**

In the event that an optionee shall cease to be a nonemployee director for any reason other than his death or disability, his option shall terminate on the date three (3) months after the date that he ceases to be a nonemployee director.

If an optionee shall cease to be a nonemployee director by reason of his becoming permanently and totally disabled within the meaning of Section 22(e)(3) of the Code (as determined by the Committee), such option shall terminate on the date one (1) year after his cessation of service as a nonemployee director.

If an optionee should die while a nonemployee director, or within the three-month period described above in this Subsection 2(D), such option shall terminate on the date one (1) year after the optionee's death. During such one-year period, such option may be exercised by the executors or administrators of the optionee's estate or by any person or persons who shall have acquired the option directly from the optionee by his will or the applicable law of descent and distribution. During such one-year period, such option may be exercised with respect to the number of shares for which the deceased optionee would have been entitled to exercise it at the time of his death and also with respect to 10 percent of the additional number of shares for which he would have been entitled to exercise it during the balance of the option period, had he survived and remained a nonemployee director.

(E) **Incentive Stock Options.**

Options granted pursuant to this Article V shall not be designated as incentive stock options.

(F) **Other Terms.**

All provisions of the Plan not inconsistent with this Article V shall apply to options granted to nonemployee directors.

EXHIBIT 4.2

INCENTIVE STOCK OPTION AGREEMENT

THIS AGREEMENT made and entered into this [DATE], by and between ABM Industries Incorporated, a Delaware corporation (the "Company"), and _____, an employee (the "Employee") of the Company or of a subsidiary of the Company (hereinafter included within the term "Company") within the meaning of Section 425(f) of the Internal Revenue Code of 1986, as amended (the "Code"),

W I T N E S S E T H:

WHEREAS, the Company has adopted the 1987 Stock Option Plan (the "Plan"), providing for the granting to its employees of stock options relating to shares of its common stock (the "Common Stock") and the administering of the Plan by the Executive Compensation Committee of the Board of Directors ("Committee"); and

WHEREAS, the Plan provides for the grant of certain options which are intended to be incentive stock options ("incentive stock options" or "options") within the meaning of Section 422 of the Code; and

WHEREAS, the Employee is an officer or key employee who is in a position to make an important contribution to the long-term performance of the Company;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Company hereby grants to the Employee an incentive stock option to purchase _____ shares of the Common Stock at the price set forth in Paragraph 2, on the terms and conditions hereinafter stated. In consideration of the grant of this option and the other rights which are being concurrently granted to him, the Employee hereby agrees to continue in the employment of the Company for a period of at least one year from the date of grant of this option.

2. The purchase price per share is [NUMBER] which is hereby agreed to be 100% of the fair market value, as defined in Paragraph 4, of such Common Stock at the date of grant.

3. This option may not be exercised in whole or in part until [DATE]. On [DATE] this option shall become exercisable with respect to twenty (20) percent of the number of shares stated in Paragraph 1. Upon the expiration of twelve (12) months from [DATE], this option may be exercised to the extent of twenty (20) percent of the shares subject to the option plus the shares as to which the right to exercise the option has previously accrued but has not been exercised (for a total of 40%). Upon the expiration of the next twelve (12) month period thereafter, this option may be exercised to the extent of twenty (20) percent of the shares subject to the option plus the shares as to which the right to exercise the option has previously accrued but has not been exercised (for a total of 60%). Upon the expiration of the next twelve (12) month period thereafter, this option may be exercised to the extent of twenty (20) percent of the shares subject to the option plus the shares as to which the right to exercise the option has previously accrued but has not been exercised (for a total of 80%). Upon the expiration of the next twelve (12) month period thereafter, this option will be fully exercisable.

Notwithstanding any other provision of this Agreement, this option is not exercisable after the expiration of ten years from the date hereof.

4. For the purposes of this Agreement, the terms "fair market value," when used in reference to the date of grant of this

option or the date of any surrender of Common Stock in payment for the purchase of shares pursuant to the exercise of this option, as the case may be, shall refer to the mean between the highest and lowest sale prices of the Common Stock quoted in the Composite Transactions Index for the New York Stock Exchange, on such date as published in the "Wall Street Journal" and determined by the Committee or if no sale price was quoted in any such Index on such date, as of the next preceding date on which such a sale price was quoted.

5. The number of shares of Common Stock covered hereby and the price per share thereof shall be proportionately adjusted for any increase or decrease in the number of issued and outstanding shares of Common Stock resulting from a subdivision or consolidation of shares or the payment of a stock dividend, or any other increase or decrease in the number of issued and outstanding shares of Common Stock effected without receipt of consideration by the Company.

If the Company shall be the surviving corporation in any merger or consolidation, this option (to the extent that it is still outstanding) shall pertain (unless the Committee determines the provisions of the following sentence are applicable to such merger or consolidation) to and apply to the securities of which a holder of the same number of shares of Common Stock that are subject to the option would have been entitled. A dissolution or liquidation of the Company, a merger or consolidation in which the Company is not the surviving corporation or a "change in control" of the Company (as defined below) (each a "Terminating

agreement of merger or consolidation or any agreement relating to a dissolution liquidation or change in control shall otherwise provide, provided that the Employee in the event of a Terminating Transaction which will cause his option to terminate shall have the right immediately prior to such Terminating Transaction to exercise this option in whole or in part subject to every limitation on exercisability provided herein other than the vesting provision set forth in Paragraph 3. For purposes hereof, a "change in control" shall be deemed to have occurred when (i) a person or group of persons acquires fifty percent (50%) or more of the Company's voting securities, and (ii) the Board of Directors of the Company or the Committee shall have determined that such a "change in control" has occurred or the criteria for a "change in control," as established by the Board or Committee has been satisfied.

The foregoing adjustments shall be made by the Committee, whose determination in that respect shall be final, binding and conclusive.

The grant of the options shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure or to merge or to consolidate or to dissolve, liquidate or sell, or transfer all or any part of its business or assets.

6. No partial exercise of this option will be permitted for fewer than twenty-five shares.

7. In the event of termination of the Employee's employment for any reason other than his death or disability, this option may not be exercised after three months after the date he ceases to be an employee of the Company.

8. This option shall be exercisable during the Employee's lifetime only by him and shall be nontransferable by the Employee otherwise than by will or the laws of descent and distribution.

9. In the event the Employee ceases to be employed by the Company on account of his permanent and total disability within the meaning of Section 22(e)(3) of the Code (as determined by the Committee) this option may not be exercised after one year after cessation of employment due to such disability.

10. In the event of the Employee's death while in the employ of the Company, or during the three-month period following termination of employment during which the Employee is permitted to exercise this option pursuant to Paragraph 8, this option may not be exercised after the date one year after the Employee's death. During such one-year period, this option may be exercised

by the executor or administrator of the Employee's estate or any person who shall have acquired the option from the Employee by his will or the applicable law of descent and distribution. During such one-year period, such option may be exercised with respect to the number of shares for which the deceased optionee would have been entitled to exercise it at the time of his death and also with respect to ten percent of the additional number of

shares for which he would have been entitled to exercise it during the balance of the option period, had he survived and remained in the employ of the Company. Any such transferee exercising this option must furnish the Company upon request of the Committee (a) written notice of his status as transferee, (b) evidence satisfactory to the Company to establish the validity of the transfer of the option in compliance with any laws or regulations pertaining to said transfer, and (c) written acceptance of the terms and conditions of the option as prescribed in this Agreement.

11. This option may be exercised by the person then entitled to do so as to any share which may then be purchased by giving written notice of exercise to the Company, specifying the number of full shares to be purchased and accompanied by full payment of the purchase price thereof and the amount of any income tax the Company is required by law to withhold by reason of such exercise. The purchase price shall be payable in cash.

12. Neither the Employee nor any person claiming under or through him shall be or have any of the rights or privileges of a stockholder of the Company in respect of any of the shares issuable upon the exercise of the option until the date of receipt of payment (including any amounts required by income tax withholding requirements) by the Company.

13. Any notice to be given to the Company under the terms of this Agreement shall be addressed to ABM Industries Incorporated, in care of its Corporate Secretary, at 50 Fremont Street, Suite 2600, San Francisco, California 94105, or at such other address as the Company may hereafter designate in writing. Any notice to be given to the Employee shall be addressed to the Employee at the address set forth beneath his signature hereto, or at any such other address as the Employee may hereafter designate in writing. Any such notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, addressed as aforesaid, registered and deposited, postage and registry fee prepaid, in a post office or branch post office regularly maintained by the United States Government.

14. Except as otherwise provided herein, the option herein granted and the rights and privileges conferred hereby shall not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to sale under execution attachment or similar process upon the rights and privileges conferred hereby. Upon any attempt to transfer, assign, pledge or otherwise dispose of said option, or of any right or privilege conferred hereby, contrary to the provisions hereof, or upon any attempted sale under any execution, attachment or similar process upon the rights and privileges conferred hereby, said option and the rights and privileges conferred hereby shall immediately become null and void.

15. Subject to the limitations on transferability contained herein, this Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

16. The rights awarded hereby are subject to the requirement that, if at any time the Committee shall determine, in its sole discretion, that the listing, registration or qualification of the shares of Common Stock subject to such rights upon any securities exchange or under any state or Federal law, or the consent or approval of any government regulatory body, is necessary or desirable as a condition of, or in connection with, the granting of such rights or issuance of shares in connection therewith, such rights may not be exercised in whole or in part unless such listing, registration, qualification, consent or

approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

17. In the event the Employee disposes of any of the shares that may be acquired hereunder within two years of the date hereof or within one year of the date such shares are acquired hereunder, Employee agrees to notify the Company in writing within ten days of the date of such disposition of the number of shares disposed of, the nature of the transaction, and the amount received (if any) upon such disposition. Employee understands that such a disposition may result in imposition of withholding taxes, and agrees to remit to the Company on request any amount requested to satisfy any withholding tax liability.

18. The Employee agrees to notify in writing the Corporate Secretary of the Company of his intention, if any, to terminate his employment within ten days after said intention is formed.

19. Subject to any employment contract with the Employee, the terms of employment of the Employee shall be determined from time to time by the Company or the subsidiary employing the Employee, as the case may be, and the Company, or the subsidiary employing the Employee, as the case may be, shall have the right, which is hereby expressly reserved, to terminate the employee or change the terms of the employment at any time for any reason whatsoever, with or without good cause.

20. Whenever shares of Common Stock are to be issued to the Employee in satisfaction of the rights conferred hereby, the Company shall have the right to require the Employee to remit to the Company an amount sufficient to satisfy federal, state and local withholding tax requirements prior to the delivery of any certificate or certificates for such shares.

21. The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon Employee, the Company and all other interested persons. No member of the Committee shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Agreement.

22. In the event that any provision in this Agreement shall be invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on the remaining provisions of this Agreement.

IN WITNESS HEREOF, the parties hereto have executed the Agreement, in duplicate, the day and year first above written.

ABM INDUSTRIES INCORPORATED

By
Sydney J. Rosenberg,
Chairman of the Board and
Chief Executive Officer

ACCEPTED:

Employee

Address

Address

EXHIBIT 4.3

NONQUALIFIED STOCK OPTION AGREEMENT

THIS AGREEMENT made and entered into this [DATE], by and between ABM Industries Incorporated, a Delaware corporation (the "Company"), and [NAME], a nonemployee director (the "Nonemployee Director") of the Company,

W I T N E S S E T H:

WHEREAS, the Company has adopted the 1987 Stock Option Plan (the "Plan"), providing for the granting to its Nonemployee Directors of stock options relating to shares of its common stock (the "Common Stock") and the administering of the Plan by the Executive Compensation Committee of the Board of Directors (the "Committee"); and

WHEREAS, the Plan provides for the grant of certain options which are nonqualified options and not intended to be incentive stock options ("nonqualified stock options" or "options") within the meaning of Section 422 of the Code; and

WHEREAS, the Nonemployee Director is in a position to make an important contribution to the long-term performance of the Company;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Company hereby grants to the Nonemployee Director a nonqualified stock option to purchase [NUMBER] shares of the Common Stock at the price set forth in Paragraph 2, on the terms and conditions hereinafter stated. In consideration of the grant of this option and the other rights which are being concurrently granted to him, the Nonemployee Director hereby agrees to continue rendering his services as a director of the Company for a period of at least one year from the date of grant of this option.

2. The purchase price per share is [NUMBER] which is hereby agreed to be 100% of the fair market value, as defined in Paragraph 4, of such Common Stock at the date of grant.

3. This option may not be exercised in whole or in part until [DATE]. On [DATE] this option shall become exercisable with respect to twenty (20) percent of the number of shares stated in Paragraph 1. Upon the expiration of twelve (12) months from [DATE], this option may be exercised to the extent of twenty (20) percent of the shares subject to the option plus the shares as to which the right to exercise the option has previously accrued but

has not been exercised (for a total of 40%). Upon the expiration of the next twelve (12) month period thereafter, this option may be exercised to the extent of twenty (20) percent of the shares subject to the option plus the shares as to which the right to exercise the option has previously accrued but has not been exercised (for a total of 60%). Upon the expiration of the next twelve (12) month period thereafter, this option may be exercised to the extent of twenty (20) percent of the shares subject to the option plus the shares as to which the right to exercise the option has previously accrued but has not been exercised (for a total of 80%). Upon the expiration of the next twelve (12) month period thereafter, this option will be fully exercisable.

Notwithstanding any other provision of this Agreement, this option is not exercisable after the expiration of ten years from the date hereof.

4. For the purposes of this Agreement, the terms "fair market

value," when used in reference to the date of grant of this option or the date of any surrender of Common Stock in payment for the purchase of shares pursuant to the exercise of this option, as the case may be, shall refer to the mean between the highest and lowest sale prices of the Common Stock quoted in the Composite Transactions Index for the New York Stock Exchange, on such date as published in the "Wall Street Journal" and determined by the Committee or if no sale price was quoted in any such Index on such date, as of the next preceding date on which such a sale price was quoted.

5. The number of shares of Common Stock covered hereby and the price per share thereof shall be proportionately adjusted for any increase or decrease in the number of issued and outstanding shares of Common Stock resulting from a subdivision or consolidation of shares or the payment of a stock dividend, or any other increase or decrease in the number of issued and outstanding shares of Common Stock effected without receipt of consideration by the Company.

If the Company shall be the surviving corporation in any merger or consolidation, this option (to the extent that it is still outstanding) shall pertain (unless the Committee determines the provisions of the following sentence are applicable to such merger or consolidation) to and apply to the securities of which a holder of the same number of shares of Common Stock that are subject to the option would have been entitled. A dissolution or liquidation of the Company, a merger or consolidation in which the Company is not the surviving corporation or a "change in control" of the Company (as defined below) (each a "Terminating Transaction") shall cause this option to terminate, unless the agreement of merger or consolidation or any agreement relating to a dissolution liquidation or change in control shall otherwise provide, provided that the Nonemployee Director in the event of a Terminating Transaction which will cause his option to terminate shall have the right immediately prior to such Terminating Transaction to exercise this option in whole or in part subject to every limitation on exercisability provided herein other than the vesting provision set forth in Paragraph 3. For purposes

hereof, a "change in control" shall be deemed to have occurred when (i) a person or group of persons acquires fifty percent (50%) or more of the Company's voting securities, and (ii) the Board of Directors of the Company or the Committee shall have determined that such a "change in control" has occurred or the criteria for a "change in control," as established by the Board or Committee has been satisfied.

The foregoing adjustments shall be made by the Committee, whose determination in that respect shall be final, binding and conclusive.

The grant of the options shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure or to merge or to consolidate or to dissolve, liquidate or sell, or transfer all or any part of its business or assets.

6. No partial exercise of this option will be permitted for fewer than twenty-five shares.

7. In the event of termination of the Nonemployee Director's services as a director for any reason other than his death or disability, this option may not be exercised after three months after the date he ceases to be a director of the Company.

8. This option shall be exercisable during the Nonemployee Director's lifetime only by him and shall be nontransferable by the Nonemployee Director otherwise than by will or the laws of descent and distribution.

9. In the event the Nonemployee Director ceases to provide services to the Company on account of his permanent and total disability within the meaning of Section 22(e)(3) of the Code (as determined by the Committee) this option may not be exercised after one year after cessation of services due to such disability.

10. In the event of the Nonemployee Director's death while

serving as a director of the Company, or during the three-month period following termination of such services during which the Nonemployee Director is permitted to exercise this option pursuant to Paragraph 8, this option may not be exercised after the date one year after the Nonemployee Director's death. During such one-year period, this option may be exercised by the executor or administrator of the Nonemployee Director's estate or any person who shall have acquired the option from the Nonemployee Director by his will or the applicable law of descent and distribution. During such one-year period, such option may be exercised with respect to the number of shares for which the deceased optionee would have been entitled to exercise it at the time of his death and also with respect to ten percent of the additional number of shares for which he would have been entitled to exercise it during the balance of the option period, had he survived and remained a director of the Company. Any such transferee exercising this option must furnish the Company upon

request of the Committee (a) written notice of his status as transferee, (b) evidence satisfactory to the Company to establish the validity of the transfer of the option in compliance with any laws or regulations pertaining to said transfer, and (c) written acceptance of the terms and conditions of the option as prescribed in this Agreement.

11. This option may be exercised by the person then entitled to do so as to any share which may then be purchased by giving written notice of exercise to the Company, specifying the number of full shares to be purchased and accompanied by full payment of the purchase price thereof and the amount of any income tax the Company is required by law to withhold by reason of such exercise. The purchase price shall be payable in cash.

12. Neither the Nonemployee Director nor any person claiming under or through him shall be or have any of the rights or privileges of a stockholder of the Company in respect of any of the shares issuable upon the exercise of the option until the date of receipt of payment (including any amounts required by income tax withholding requirements) by the Company.

13. Any notice to be given to the Company under the terms of this Agreement shall be addressed to ABM Industries Incorporated, in care of its Corporate Secretary, at 50 Fremont Street, Suite

2600, San Francisco, California 94105, or at such other address as the Company may hereafter designate in writing. Any notice to be given to the Nonemployee Director shall be addressed to the Nonemployee Director at the address set forth beneath his signature hereto, or at any such other address as the Nonemployee Director may hereafter designate in writing. Any such notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, addressed as aforesaid, registered and deposited, postage and registry fee prepaid, in a post office or branch post office regularly maintained by the United States Government.

14. Except as otherwise provided herein, the option herein granted and the rights and privileges conferred hereby shall not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to sale under execution attachment or similar process upon the rights and privileges conferred hereby. Upon any attempt to transfer, assign, pledge or otherwise dispose of said option, or of any right or privilege conferred hereby, contrary to the provisions hereof, or upon any attempted sale under any execution, attachment or similar process upon the rights and privileges conferred hereby, said option and the rights and privileges conferred hereby shall immediately become null and void.

15. Subject to the limitations on transferability contained herein, this Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

16. The rights awarded hereby are subject to the requirement that, if at any time the Committee shall determine, in its sole

discretion, that the listing, registration or qualification of the shares of Common Stock subject to such rights upon any securities exchange or under any state or Federal law, or the consent or approval of any government regulatory body, is necessary or desirable as a condition of, or in connection with, the granting of such rights or issuance of shares in connection therewith, such rights may not be exercised in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

17. In the event the Nonemployee Director disposes of any of the shares that may be acquired hereunder within two years of the date hereof or within one year of the date such shares are acquired hereunder, Nonemployee Director agrees to notify the Company in writing within ten days of the date of such disposition of the number of shares disposed of, the nature of the transaction, and the amount received (if any) upon such disposition. Nonemployee Director understands that such a disposition may result in imposition of withholding taxes, and agrees to remit to the Company on request any amount requested to satisfy any withholding tax liability.

18. The Nonemployee Director agrees to notify in writing the Corporate Secretary of the Company of his intention, if any, to terminate his services within ten days after said intention is formed.

19. Whenever shares of Common Stock are to be issued to the Nonemployee Director in satisfaction of the rights conferred hereby, the Company shall have the right to require the Nonemployee Director to remit to the Company an amount sufficient to satisfy federal, state and local withholding tax requirements prior to the delivery of any certificate or certificates for such shares.

20. The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon Nonemployee Director, the Company and all other interested persons. No member of the Committee shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Agreement.

22. In the event that any provision in this Agreement shall be invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on the remaining provisions of this Agreement.

IN WITNESS HEREOF, the parties hereto have executed the Agreement, in duplicate, the day and year first above written.

ABM INDUSTRIES INCORPORATED

By
Sydney J. Rosenberg,
Chairman of the Board and
Chief Executive Officer

ACCEPTED:

Nonemployee Director

Address

Address

EXHIBIT 5.1

OPINION OF HARRY H. KAHN

March 29, 1994

ABM Industries Incorporated
50 Fremont Street
San Francisco, CA 94105-2230

Re: ABM Industries Incorporated
Registration Statement on Form S-8

Ladies and Gentlemen:

At your request, I am rendering this opinion in connection with the proposed issuance pursuant to the ABM Industries Incorporated 1987 Stock Option Plan (the "Plan"), of up to 500,000 shares of common stock, \$.01 par value ("Common Stock"), of ABM Industries Incorporated, a Delaware corporation (the "Company").

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

Based on such examination, I am of the opinion that the 500,000 shares of Common Stock to be issued by the Company pursuant to the Plan are validly authorized shares of Common Stock, and, when issued in accordance with the provisions of the Plan, will be legally issued, fully paid, and nonassessable.

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

Very truly yours,

/s/ Harry H. Kahn

Harry H. Kahn

EXHIBIT 23.1

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

The Board of Directors
ABM Industries Incorporated:

We consent to the incorporation by reference in the registration statement on Form S-8 of ABM Industries Incorporated 1987 Stock Option Plan of our report dated December 20, 1993, relating to the consolidated financial statements and consolidated financial statement schedules which report appears in the October 31, 1993 annual report on Form 10-K of ABM Industries Incorporated (formerly American Building Maintenance Industries, Inc.).

KPMG Peat Marwick
San Francisco, California
March 29, 1994

EXHIBIT 24.1

POWER OF ATTORNEY OF DIRECTORS

KNOW BY ALL PERSONS BY THESE PRESENTS:

Each of the undersigned hereby constitutes and appoints Sydney J. Rosenberg, Martin H. Mandles, and Harry H. Kahn, and each of them with power to act alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign a Registration Statement or Registration Statements on Form S-8 relating to 500,000 shares of common stock issuable under the ABM Industries Incorporated 1987 Stock Option Plan and any and all amendments of such Registration Statements, including post-effective amendments, and to file the same, together with exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such attorney-in-fact full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises hereof, as fully to all intents and purposes as he might do or could do in person, thereby ratifying and confirming all that said attorney-in-fact or his or her substitutes may lawfully do or cause to be done by virtue hereof.

Directors

/s/ Claude M. Ballard, Jr. Claude M. Ballard, Jr.	Date: March 29, 1994
/s/ Maryellen B. Cattani Maryellen B. Cattani	Date: March 29, 1994
/s/ Robert S. Dickerman Robert S. Dickerman	Date: March 29, 1994
/s/ John F. Egan John F. Egan	Date: March 29, 1994
/s/ Charles T. Horngren Charles T. Horngren	Date: March 29, 1994
/s/ Felix M. Juda Felix M. Juda	Date: March 29, 1994
/s/ Martin H. Mandles Martin H. Mandles	Date: March 29, 1994
/s/ Sydney J. Rosenberg Sydney J. Rosenberg	Date: March 29, 1994
/s/ Theodore Rosenberg Theodore Rosenberg	Date: March 29, 1994
/s/ William W. Steele William W. Steele	Date: March 29, 1994
/s/ William E. Walsh William E. Walsh	Date: March 29, 1994