

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM S-3  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933

ABM INDUSTRIES INCORPORATED

(Exact name of registrant as specified in its charter)

DELAWARE (State of incorporation) 94-1369354 (I.R.S. Employer Identification No.)

50 FREMONT STREET, 26TH FLOOR, SAN FRANCISCO, CALIFORNIA, 94105  
(415) 597-4500

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

HARRY H. KAHN, ESQ.  
VICE PRESIDENT, GENERAL COUNSEL  
AND SECRETARY  
ABM INDUSTRIES INCORPORATED  
50 FREMONT STREET, 26TH FLOOR  
SAN FRANCISCO, CALIFORNIA 94105  
(415) 597-4500

(Name, address, including zip code, and telephone number, including area code, of agent for service)

COPIES TO:

RICHARD V. SMITH, ESQ.  
ORRICK, HERRINGTON & SUTCLIFFE LLP  
OLD FEDERAL RESERVE BANK BUILDING  
400 SANSOME STREET  
SAN FRANCISCO, CALIFORNIA 94111  
(415) 392-1122

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC:  
FROM TIME TO TIME AFTER THE EFFECTIVE DATE OF THIS REGISTRATION STATEMENT.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, check the following box. / /

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. /X/

CALCULATION OF REGISTRATION FEE

TITLE OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER SHARE(1)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE(1)	AMOUNT OF REGISTRATION FEE
Common Stock, \$.01 par value per share (2).....	39,158 shares	\$18.4375	\$721,976	\$219

(1) Estimated in accordance with Rule 457(c) solely for the purpose of calculating the amount of the registration fee based on the average of the high and low prices of the Registrant's Common Stock as reported on the New York Stock Exchange on February 3, 1997.

(2) Associated with the Common Stock are Preferred Stock Purchase Rights that will not be exercisable or evidenced separately from the Common Stock prior to the occurrence of certain events.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933 OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME

EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(a),  
MAY DETERMINE.

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INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION. THESE SECURITIES MAY NOT BE SOLD NOR MAY OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME THE REGISTRATION STATEMENT BECOMES EFFECTIVE. THIS PROSPECTUS SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THESE SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF ANY SUCH STATE.

PROSPECTUS (SUBJECT TO COMPLETION)  
ISSUED FEBRUARY 5, 1997

39,158 SHARES

ABM INDUSTRIES INCORPORATED

COMMON STOCK

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All of the 39,158 shares of Common Stock being offered hereby (the "Stock") are being disposed of for the account of certain stockholders and/or their respective donees, transferees or successors in interest (the "Selling Stockholders") of ABM Industries Incorporated (the "Company"). The Company will not receive any of the proceeds from the sale of the Stock. The last sale price of the Common Stock of the Company as reported on the New York Stock Exchange on February 4, 1997 was \$18 3/8 per share.

The Company has been advised by the Selling Stockholders that all or a portion of the Stock may be disposed of hereunder from time to time through brokers, acting as agents and charging usual and customary brokerage commissions, on the New York Stock Exchange, in the over-the-counter market or in private negotiations, at market prices prevailing at the time of sale or at negotiated prices. See "Plan of Distribution."

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THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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February , 1997

#### AVAILABLE INFORMATION

The Company is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy material and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy material and other information can be inspected and copied at the public reference facilities maintained by the Commission at Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549, as well as at Suite 1400, Citicorp Center, 500 West Madison Street, Chicago Illinois 60661-2511; and Suite 1300, 7 World Trade Center, New York, New York 10048; and copies can be obtained by mail from the Public Reference Section of the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. Such material may also be accessed electronically by means of the Commission's home page on the Internet at <http://www.sec.gov>. In addition, such reports, proxy statements and other information concerning the Company can be inspected at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005.

This Prospectus, which constitutes part of a Registration Statement on Form S-3 filed by the Company with the Commission under the Securities Act of 1933, omits certain of the information contained in the Registration Statement. Reference is hereby made to the Registration Statement and to the exhibits relating thereto for further information with respect to the Company and the securities offered hereby. Statements contained herein concerning the provisions of documents filed herewith as exhibits are necessarily summaries of such documents, and each such statement is qualified in its entirety by reference to the copy of the applicable document filed with the Commission.

#### DOCUMENTS INCORPORATED BY REFERENCE

The Company's Annual Report on Form 10-K, for the fiscal year ended October 31, 1996 and its description of Capital Stock set forth in the Registration Statement on Form 8-A, all as filed by the Company with the Commission pursuant to the Exchange Act, are hereby incorporated in this Prospectus by reference.

All documents filed by the Company pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of this Prospectus and prior to the termination of the offering of the securities offered hereby shall be deemed to be incorporated by reference in this Prospectus. Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Prospectus and the Registration Statement to the extent that a statement contained in any subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

The Company hereby undertakes to provide without charge to each person to whom a copy of this Prospectus has been delivered, upon the written or oral request of such person, a copy of any or all of the documents referred to above which have been or may be incorporated in this Prospectus by reference, other than exhibits to such documents which are not specifically incorporated by reference into the information that this Prospectus incorporates. Requests for such copies should be directed to: ABM Industries Incorporated, 50 Fremont Street, 26th Floor, San Francisco, California 94105, Attn: Corporate Secretary, telephone (415) 597-4500.

THE COMPANY

The Company is the largest U.S.-based facility services contractor listed on the New York Stock Exchange. With annual revenues exceeding \$1 billion and more than 47,000 employees, the Company and its subsidiaries provide air conditioning, elevator, engineering, janitorial, lighting, parking and security services to thousands of commercial, industrial and institutional customers who outsource the services in hundreds of cities across North America.

The Company was reincorporated in Delaware on March 19, 1985, as the successor to a business founded in California in 1909. By vote of the stockholders on March 16, 1994, the Company's name was changed from American Building Maintenance Industries, Inc., to ABM Industries Incorporated. The corporate headquarters of the Company is located at 50 Fremont Street, 26th Floor, San Francisco, California 94105, and its telephone number is (415) 597-4500.

SELLING STOCKHOLDERS

The Stock being offered hereby by the Selling Stockholders was acquired in connection with the acquisition (the "Acquisition") by the Company, effective November 20, 1996, of substantially all of the assets of each of SICA Electrical & Maintenance Corp., a New York corporation, and Ozone Lighting Distributors, Inc., a New York corporation (collectively, the "Target Companies"), each located in New York.

The stockholders of the Target Companies, received in the Acquisition 348,323 shares of the Company's Common Stock plus up to a maximum of 348,323 additional shares to be issued, if at all, pursuant to an earnout provision contained in the transaction agreement relating to the Acquisition (collectively, the "Registrable Shares"). Pursuant to a Registration Rights Agreement among the Company and the stockholders of the Target Companies (the "Registration Rights Agreement"), the Company agreed to register for resale, upon the request of the holders of at least a majority of the Registrable Shares, not less than that number of Registrable Shares, the reasonably anticipated aggregate price to the public of which, net of underwriting discounts and commissions, would exceed \$100,000. The Registration Rights Agreement requires the Company to pay the expenses of such registration.

The following table sets forth certain information with respect to the Selling Stockholders.

NAME	OWNED PRIOR TO OFFERING		NUMBER SHARES OFFERED	TO BE OWNED AFTER OFFERING	
	NUMBER SHARES	PERCENT		NUMBER SHARES	PERCENT
Diane Sica De Maio.....	27,866	*	13,933	13,933	*
Ann Sica De Nicola.....	10,450	*	5,225	5,225	*
Michael A. Sica.....	27,866	*	20,000	7,866	*

\* Less than 1%

PLAN OF DISTRIBUTION

Resales of the shares by the Selling Stockholders may be made on the New York Stock Exchange, in the over-the-counter market or in private transactions. The shares will be offered for sale on terms to be determined when the agreement to sell is made or at the time of sale, as the case may be. The Selling Stockholders may sell some or all of the shares in transactions involving broker-dealers who may act solely as agent and/or may acquire shares as principal. Broker-dealers participating in such transactions as agent may receive commissions from the Selling Stockholders (and, if they act as agent for the purchaser of such shares, from such purchaser), such commissions computed in appropriate cases in accordance with the applicable rules of the New York Stock Exchange, which commissions may be at negotiated rates where

permissible under such rules. Participating broker-dealers may agree with the Selling Stockholders to sell a specific number of shares at a stipulated price per share and, to the extent such broker-dealer is unable to do so acting as agent, for the Selling Stockholder to purchase as principal any unsold shares at the price required to fulfill the broker-dealer's commitment to the Selling Stockholders. Any such sales may be by block trade.

#### DESCRIPTION OF CAPITAL STOCK

As of the date of this Prospectus, the authorized capital stock of the Company consists of 28,000,000 shares of Common Stock ("Common Stock") and 500,000 shares of Preferred Stock ("Preferred Stock"). As of January 28, 1997, there were 19,976,873 shares of Common Stock and 6,400 shares of Preferred Stock issued and outstanding.

The following summary description of the Company's capital stock does not purport to be complete and is subject to and is qualified in its entirety by the description of the Company's capital stock contained in the Certificate of Incorporation, a copy of which is filed as an exhibit to this Registration Statement of which this Prospectus is a part. Reference is made to such exhibit for a detailed description of the provisions thereof summarized below.

#### COMMON STOCK

The stockholders are not entitled to vote cumulatively for the election of directors.

Each share of Common Stock is entitled to receive dividends if, as and when declared by the Board of Directors of the Company out of funds legally available therefor. The Common Stock shares equally, on a share-for-share basis, in any cash dividends declared by the Board of Directors.

Stockholders of the Company have no preemptive or other rights to subscribe for additional shares, except pursuant to the Stockholder Rights Plan discussed below. Subject to any right of holders of any Preferred Stock, all holders of Common Stock are entitled to share equally on a share-for-share basis in any assets available for distribution to stockholders on liquidation, dissolution or winding up of the Company. No Common Stock is subject to redemption or a sinking fund. All shares of Common Stock offered hereby (all of which were previously issued and sold) are fully paid and nonassessable.

#### PREFERRED STOCK

The Board of Directors has the authority to cause the Company to issue up to 500,000 shares of Preferred Stock in one or more series and to fix the rights, preferences, privileges and restrictions thereof, including dividend rights, conversion rights, voting rights, terms of redemption, liquidation preferences and the number of shares constituting any series or the designation of such series, without any further vote or action by the stockholders. The issuance of Preferred Stock may have the effect of delaying, deferring or preventing a change in control of the Company without further action by the stockholders. The issuance of Preferred Stock with voting and conversion rights may adversely affect the voting power of the holders of the Common Stock.

Pursuant to the foregoing authority, the Board of Directors has authorized shares of the Company's Series A Junior Preferred Stock ("Series A Preferred Stock") to be issued in connection with the Stockholder Rights Plan discussed below. There are currently no issued or outstanding shares of Series A Preferred Stock.

Also pursuant to the authority set forth above, the Board of Directors has authorized the issuance of 6,400 shares of the Company's Series B 8% Senior Redeemable Cumulative Preferred Stock ("Series B Preferred Stock"). The Series B Preferred Stock is redeemable by the Company under certain circumstances and is entitled to a liquidation preference of \$1,000 per share. Dividends of 8% of such liquidation preference accrue and are cumulative from the date of issuance, and are payable (when and as declared by

the Board of Directors) on November 1, February 1, May 1 and August 1 of each year, commencing on November 1, 1993 in equal installments. The Series B Preferred Stock restricts the Company from paying dividends on the Series A Preferred Stock and the Common Stock unless all dividends accrued on, and any redemption payments owing with respect to, the Series B Preferred Stock shall have been paid. The Series B Preferred Stock is entitled to one vote per share and votes together with the Common Stock (not as a separate class) on all matters on which holders of the Common Stock are entitled to vote. The rights, preferences, privileges and restrictions of the Series B Preferred Stock are set forth in greater detail in the Company's Certificate of Incorporation, which has been filed as an exhibit to the Registration Statement of which this Prospectus is a part, and which is incorporated herein by this reference.

#### SPECIAL PROVISIONS

**CERTAIN BUSINESS COMBINATIONS.** The Company's Certificate of Incorporation requires that certain business combination transactions between the Company and a "Related Person" (beneficial owner of 10% or more of the Company's voting stock) be approved by the affirmative vote of holders of not less than 70% of the then outstanding shares of voting stock unless certain specified conditions are met. If the conditions are met, then the transaction would require only such affirmative vote as is required by law, any national securities exchange or otherwise. Business combinations subject to this provision include a merger or consolidation of the Company with, or a sale or transfer of all or substantially all of the Company's assets to, a Related Person. The "fair price" provision could make it more difficult, and may therefore discourage, an attempt by another company or group, through the acquisition of a substantial block of the Company's Common Stock, to acquire control of the Company with a view to imposing a merger, consolidation or sale of the Company's assets which may not be in the best interest of all of the stockholders.

**DIRECTOR CLASSIFICATION.** The Company's Certificate of Incorporation also provides that (i) the Company's Board of Directors is divided into three classes so that one third of the Board of Directors stands for election each year; (ii) any action required or permitted to be taken by the stockholders of the company may be effected only at an annual or special meeting of the stockholders and that stockholder action may not be by written consent in lieu of a meeting; (iii) special meetings of stockholders may only be called by the Board of Directors or a committee thereof; (iv) vacant directorships may only be filled by the Board of Directors; and (v) any director may be removed from office only pursuant to the affirmative vote of the holders of 70% of the outstanding voting stock of the Company and only for cause.

**STOCKHOLDER RIGHTS PLAN.** The Company's Stockholder Rights Plan provides for a dividend distribution of one Right for each outstanding share of Common Stock to stockholders of record at the close of business on April 22, 1988 (the "Record Date"). Each Right entitles the registered holder to purchase from the Company a unit (a "Unit") consisting of one one-hundredth of a share of Series A Junior Participating Preferred Stock (the "Preferred Stock"), at a price of \$80 per Unit, subject to adjustment (the "Purchase Price"). The Rights will expire at the close of business on April 22, 1998, unless earlier redeemed by the Company.

The Rights are attached to all outstanding shares of Common Stock. The Rights will be exercisable, and transferrable apart from the Common Stock, upon the earlier to occur of (i) 10 days following a public announcement that a person or group of affiliated or associated persons (an "Acquiring Person") has acquired beneficial ownership of 20% or more of the outstanding shares of Common Stock (the "Stock Acquisition Date"), or (ii) 10 business days following the commencement of a tender offer or exchange offer that would result in a person or group owning 30% or more of the outstanding shares of Common Stock. The earlier of such dates is called the Distribution Date. The Rights Plan excludes from its operation Theodore Rosenberg and Sydney J. Rosenberg, individually and jointly as members of a group, such that their ownership of the Company's Common Stock will not cause the Rights to become exercisable or nonredeemable or trigger the other features of the Rights.

After the Record Date and until the Distribution Date (or earlier redemption or expiration of the Rights), new Common Stock certificates issued upon transfer or new issuance of the Common Stock will contain a notation incorporating the Rights Plan by reference. Until the Distribution Date (or earlier redemption or expiration of the Rights), the surrender for transfer of any certificates for Common Stock outstanding as of the Record Date will also constitute the transfer of the Rights associated with the Common Stock represented by such certificate.

In the event that (i) the Company is the surviving corporation in a merger with an Acquiring Person and its Common Stock is not changed, or (ii) an Acquiring Person engages in one or more "self-dealing" transactions set forth in the Rights Plan, or (iii) an Acquiring Person increases his beneficial ownership of the Company by more than 1% in a transaction involving the Company, each holder of a Right will thereafter have the right to receive, upon exercise, Common Stock (or, in certain circumstances, cash, preferred stock or other securities) having a value equal to two times the exercise price of the Right. Following the occurrence of any of the events described above, all Rights that are, or (as specified in the Plan) were, beneficially owned by any Acquiring Person, will be immediately null and void.

In the event that, at any time following the Distribution Date, (i) the Company engages in a merger or other business combination transaction in which the Company is not the surviving corporation, (ii) the Company engages in a merger or other business combination transaction with another person in which the Company is the surviving corporation, but in which its Common Stock is changed or exchanged, or (iii) 50% or more of the Company's assets or earning power (on a consolidated basis) is sold or transferred, each holder of a Right shall thereafter have the right to receive, upon the exercise thereof at the then current exercise price of the Right, common stock of the acquiring company having a value equal to two times the exercise price of the Right.

The Rights may be redeemed in whole, but not in part, at a price of \$.01 per Right by the Board of Directors at any time prior to ten days after the Stock Acquisition Date. Until a Right is exercised, the holder will have no rights as a stockholder of the Company (beyond those as an existing stockholder), including the right to vote or to receive dividends.

#### SECTION 203 OF THE DELAWARE GENERAL CORPORATION LAW

The Company is subject to the provisions of Section 203 of the Delaware General Corporation Law. This statute generally prohibits, under certain circumstances, a Delaware corporation whose stock is publicly traded, from engaging in a "business combination" with an "interested stockholder" for a period of three years after the date of the transaction in which the person became an interested stockholder, unless (i) a corporation has elected in its certificate of incorporation or bylaws not to be governed by this Delaware law (the Company has not made such an election); (ii) prior to the time the stockholder became an interested stockholder, the board of directors approved either the business combination or the transaction which resulted in the person becoming an interested stockholder, (iii) the stockholder owned at least 85% of the outstanding voting stock of the corporation (excluding share held by directors who were also officers or held in certain employee stock plans) upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder or (iv) the business combination was approved by the board of directors and by two-thirds of the outstanding voting stock of the corporation (excluding shares held by the interested stockholder). An "interested stockholder" is a person who, together with affiliates and associates, owns (or any time within the prior three years did own) 15% or more of the corporation's outstanding voting stock. The term "business combination" is defined generally to include mergers, consolidations, stock sales, asset-based transactions, and other transactions resulting in a financial benefit to the interested stockholder.

TRANSFER AGENT AND REGISTRAR

Chase Mellon Shareholder Services L.L.C. has been appointed as the transfer agent and registrar for the Company's Common Stock.

LEGAL OPINIONS

The validity of the Common Stock offered hereby will be passed upon for the Company and the Selling Stockholders by Harry H. Kahn, Esq., Vice President, General Counsel and Secretary of the Company.

EXPERTS

The consolidated financial statements and the related financial statement schedule II incorporated in this prospectus by reference from the Company's Annual Report on Form 10-K for the year ended October 31, 1996 have been audited by KPMG Peat Marwick LLP, independent auditors, as stated in their report, which is incorporated herein by reference, and have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

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NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS IN CONNECTION WITH THE OFFER MADE BY THIS PROSPECTUS, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL UNDER ANY CIRCUMSTANCES CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THE DATE HEREOF. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO OR TO ANYONE TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION.

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39,158 SHARES

ABM INDUSTRIES INCORPORATED

COMMON STOCK

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 PROSPECTUS  
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PART II  
INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The table sets forth the estimated expenses in connection with the issuance and distribution of the Common Stock:

SEC registration fee.....	\$ 225
Accountants' fees and expenses.....	2,000
Legal fees and expenses.....	10,000
Blue Sky qualification fees and expenses.....	0
Miscellaneous.....	2,775
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Total.....	\$ 15,000
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ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Article Fourteenth of the Registrant's Certificate of Incorporation provides that directors of the Registrant shall not be personally liable to the Registrant or its stockholders for monetary damages for breach of fiduciary duty as a director, except for any matter in respect of which such director shall be liable under Section 174 of the Delaware General Corporation Law or be personally liable by reason that, in addition to any and all other requirements for such liability, such director (i) shall have breached his duty of loyalty, (ii) shall not have acted in good faith, (iii) shall have acted or failed to act in a manner involving intentional misconduct or a knowing violation of law or (iv) shall have derived an improper personal benefit. Article VII of the Registrant's By-laws provides for additional indemnification of officers, directors and agents of the Registrant generally for costs and expenses associated with defending suits and proceedings, other than suits or proceeding by or in the right of the Registrant. Section 145 of the Delaware General Corporation Law makes provision for such indemnification in terms sufficiently broad to cover officers and directors under certain circumstances for liabilities arising under the Securities Act of 1933.

The Company has entered into indemnification agreements with each director which provide indemnification under certain circumstances for acts and omissions which may not be covered by any directors' and officers' liability insurance.

The Registration Rights Agreement provides for the indemnification of officers and directors of the Company under certain circumstances.

ITEM 16. EXHIBITS

- 1.1 Registration Rights Agreement among Registrant, Michael F. Sica, Michael A. Sica, Ralph Sica, Diane Sica De Maio, Ann Sica De Nicola and Gloria Sica, dated November 20, 1996.
- 4.1 Specimen Common Stock Certificate.
- 4.2 Certificate of Incorporation, as amended.
- 4.3 By-Laws, as amended (incorporated by reference to Exhibit 3.2(a) to the Company's annual report on Form 10-K, filed on January 28, 1997).
- 5.1 Opinion and Consent of Harry H. Kahn, Esq.
- 23.1 Consent of KPMG Peat Marwick LLP.
- 23.2 Consent of Harry H. Kahn, Esq. (included in Exhibit 5.1 hereto).
- 24.1 Power of Attorney (included on page II-4 of this Registration Statement).

ITEM 17. UNDERTAKINGS

The undersigned registrant hereby undertakes that:

(1) 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 that is incorporated by reference in this 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.

(2) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(3) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus 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.

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.

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 this registration statement;

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

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 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 this 27th day of January, 1997.

ABM INDUSTRIES INCORPORATED

By: /s/ SYDNEY J. ROSENBERG

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Sydney J. Rosenberg  
CHAIRMAN OF THE BOARD AND  
DIRECTOR

II-3

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints Sydney J. Rosenberg and William W. Steele, and each of them, his true and lawful attorneys-in-fact and agents, each acting alone, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on January 27, 1997.

/s/ SYDNEY J. ROSENBERG ----- Sydney J. Rosenberg Chairman of the Board and Director	/s/ DAVID H. HEBBLE ----- David H. Hebble Corporate Vice President and Chief Financial Officer (Principal Financial Officer)
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/s/ WILLIAM W. STEELE ----- William W. Steele, President Chief Executive Officer and Director	/s/ HUSSAIN A. KHAN ----- Hussain A. Khan, Corporate Controller (Principal Accounting Officer)
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/s/ MARYELLEN B. CATTANI ----- Maryellen B. Cattani, Director	/s/ JOHN F. EGAN ----- John F. Egan Corporate Vice President and Director
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----- Luke S. Helms, Director	/s/ CHARLES T. HORNGREN ----- Charles T. Horngren, Director
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/s/ HENRY L. KOTKINS, JR. ----- Henry L. Kotkins, Jr., Director	/s/ MARTINN H. MANDLES ----- Martinn H. Mandles Executive Vice President and Director
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/s/ THEODORE ROSENBERG ----- Theodore Rosenberg, Chairman of the Executive Committee and Director	/s/ WILLIAM E. WALSH ----- William E. Walsh, Director
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## REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") is entered into as of November 20, 1996, by and among ABM Industries Incorporated, a Delaware corporation (the "Company"), and the persons whose signatures are on the signature page hereof (the "Securityholders").

WHEREAS, the Company and the Securityholders are parties to the Transaction Agreement, dated as of an even date herewith (the "Transaction Agreement"), pursuant to which the Company will exchange (i) 348,323 shares of its Common Stock on the date hereof, and (ii) up to a maximum of 348,323 additional shares of its Common Stock over a five-year period following the date hereof pursuant to the terms of the Earnout (as defined in the Transaction Agreement, which term includes shares of the Company's Common Stock, if any, issued pursuant to any equitable adjustment as set forth therein), for substantially all of the assets of each of SICA Electrical and Maintenance Corp., a New York corporation, and Ozone Lighting Distributors, Inc., a New York corporation, all of which corporations' issued and outstanding capital stock is collectively owned by the Securityholders (the shares to be exchanged pursuant to clauses (i) and (ii) above are referred to herein collectively as the "Shares").

WHEREAS, the Company wishes to grant certain registration rights to the Securityholders with respect to the Shares.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the parties hereto hereby agree as follows:

(1) CERTAIN DEFINED TERMS. For purposes of this Agreement:

(a) The terms "register," "registered," and "registration" refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of effectiveness of such registration statement;

(b) The term "Registrable Securities" means the Shares issued on or after the date hereof to any Securityholder pursuant to the Transaction Agreement. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (A) such securities shall have been registered under the Securities Act, the registration statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been disposed of pursuant to such effective registration statement, (B) such securities shall have been sold or distributed or are eligible for sale pursuant to Rule 144 (or any similar provision then in force) under the Securities Act, or (C) such securities shall cease to be outstanding;

(c) The term "Holder" means a Securityholder;

(d) The term "Securities Act" means the Securities Act of 1933, as amended, and any successor statute;

(e) The term "Exchange Act" means the Securities Exchange Act of 1934, as amended, and any successor statute;

(f) The term "SEC" means the Securities and Exchange Commission;  
and

(g) The term "Person" means a corporation, an association, a limited liability company, a partnership, an organization, a business, an individual, a government or a subdivision thereof, or a governmental agency or authority.

(2) DEMAND REGISTRATION.

(a) Except as set forth below, if any Holder or Holders who hold in the aggregate a majority of the Shares issued and held by the Securityholders as of the date of such request, shall request that the Company file a registration statement with respect to the Registrable Securities, the reasonably anticipated aggregate price to the public of which, net of underwriting discounts and commissions, would exceed \$100,000, the Company shall (i) within 30 days of receipt of such request, file with the SEC a registration statement covering such Registrable Securities, and (ii) use its commercially reasonable best efforts to cause such registration statement to be declared effective by the SEC and to be qualified under applicable state blue sky or other securities laws; PROVIDED, HOWEVER, that the Company shall not be required to effect more than one registration pursuant to this Section (2) in any 12 month period. The Company shall be required use its commercially reasonable best efforts to keep such registration statement effective for a period of at least two months (notwithstanding Section (20) hereof), after which time, the Company shall have the right to de-register any securities so registered.

(b) Notwithstanding the foregoing, the Company shall not be obligated to take any action pursuant to this Section (2):

(i) in any particular jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such registration unless the Company is already subject to service in such jurisdiction;

(ii) if the Company, within 10 days of the receipt of the request of the Holders, gives notice of its BONA FIDE intention to effect the filing of a registration statement with the Commission within 90 days of receipt of such request (other than a registration statement relating to a Rule 145 transaction, an offering solely to employees or any other registration statement which is not appropriate for the registration of Registrable Securities) PROVIDED THAT the Company files such registration statement within 90 days of receipt of such request;

(iii) during the period starting with the date 60 days prior to the Company's estimated date of filing of, and ending on the date six months immediately following the effective date of, any registration statement pertaining to securities of the Company for the Company's account (other than a registration of securities in a Rule 145 transaction or with respect to an employee benefit plan); PROVIDED THAT the Company is actively applying in good faith all reasonable efforts to cause such registration statement to become effective;

(iv) if the Company shall furnish to such Holders a certificate signed by the President of the Company (A) stating that in the good faith judgment of the Board of Directors it would be seriously detrimental to the Company or its stockholders for a registration statement to be filed at such time and (B) setting forth the factors underlying such determination, then the Company's obligation to register under this Section (2) shall be deferred for a period not to exceed 180 days from the date of receipt of such written request from the Holders; or

(v) after the Company has effected seven registrations pursuant to this Section (2) and each such registration shall have been declared or ordered effective by the SEC.

(3) PIGGYBACK REGISTRATION. If the Company proposes to register any of its Common Stock under the Securities Act in connection with the public offering of such Common Stock solely for cash for its own account or for the account of one or more securityholders exercising their respective registration rights (other than a registration relating solely to the sale of securities to participants in a Company stock plan (e.g., a registration of securities on Form S-8), or a registration on any form which does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities (e.g., a registration of securities on Form S-4), the Company shall, at such time, promptly give each Holder written notice of such registration. Upon the written request of each Holder given within 20 days after mailing of such notice by the Company, the Company shall, subject to the provisions of this Agreement (including, without limitation, Sections (4) and (5) hereof), cause to be registered under the Securities Act all of the Registrable Securities that each such Holder has requested to be registered.

(4) UNDERWRITING REQUIREMENTS IN PIGGYBACK REGISTRATIONS. In connection with any offering involving an underwriting covered by Section (3) hereof, the Company shall not be required under Section (3) hereof to include any of the Holders' Registrable Securities in such underwriting unless such Holders accept the terms of the underwriting agreement between the Company and the underwriters selected by it (or by other Persons entitled to select the underwriters), and then only in such quantity as the underwriters determine in their sole discretion will not jeopardize the success of the offering by the Company. If the total amount of securities (including Registrable Securities) requested by Holders and other securityholders to be included in such offering exceeds the amount of securities sold other than by the Company that the underwriters determine in their sole discretion is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such securities (including Registrable Securities) which the underwriters determine in their sole

discretion will not jeopardize the success of the offering (the securities requested by the Holder or Holders pursuant hereto to be sold in such offering shall be reduced prior to any reduction in the securities requested to be sold by the Company).

(5) ALLOCATION OF SHARES IN PIGGYBACK REGISTRATION. In the event that the underwriter's representative limits the number of shares to be included by selling stockholders in a registration pursuant to Section (4) hereof, the number of shares to be included in such registration shall be allocated in the following manner: The number of shares that may be included in the registration and underwriting by selling stockholders shall be allocated among all Holders thereof and other holders of securities other than Registrable Securities requesting to include shares in such registration, in proportion, as nearly as practicable, to the respective percentages of securities (including Registrable Securities) which such Holders and such other holders own or in such other proportions as shall be mutually agreed to by such Holders and such other holders. No Registrable Securities excluded from the underwriting by reason of Section (4) hereof and this Section (5) shall be included in the Registration Statement.

(6) REGISTRATION PROCEDURES. In the case of each registration effected by the Company pursuant to this Agreement, the Company will keep each Holder advised in writing as to the initiation of each registration and as to the completion thereof. Whenever Holders have requested that any Registrable Securities be registered pursuant to Sections (2) or (3) hereof, the Company will at its expense and as expeditiously as possible:

(a) Cause the registration statement and related prospectus to be supplemented by any required prospectus supplement, and as so supplemented, to be filed pursuant to Rule 424 under the Securities Act, and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such registration statement or supplement to such prospectus;

(b) Furnish such number of prospectuses and other documents incident thereto, including any amendment of or supplement to the prospectus as a Holder from time to time may reasonably request;

(c) Notify each Holder of Registered Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing, and at the request of any such Holder, prepare and furnish to such Holder a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such shares, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing;

(d) Cause all such Registered Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed or, if not then listed, cause such Registered Securities to be included in a national automated quotation system;

(e) Provide a transfer agent and registrar for all Registered Securities and a CUSIP number for all such Registered Securities, in each case not later than the effective date of such registration;

(f) Make available for inspection during regular business hours by any Holder of Registrable Securities covered by such registration statement, any underwriter participating in any disposition pursuant to such registration statement, and any attorney, accountant or other agent retained by any such Holder or underwriter (collectively, the "Inspectors"), all financial and other records, pertinent corporate documents and properties of the Company (collectively the "Records") as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors, employees and independent accountants to supply all information reasonably requested by such Holder, underwriter, attorney or accountant in connection with such registration statement. Records which the Company determines, in good faith, to be confidential and which it notifies the Inspectors are confidential shall not be disclosed by the Inspectors unless (A) the disclosure of such Records is necessary to avoid or correct any misstatement or omission in the registration statement, (B) the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction, or (C) the disclosure of such Records is required by any governmental regulatory body with jurisdiction over any seller of Registrable Securities. Such Holder, upon learning, that disclosure of such Records is sought in a court of competent jurisdiction, shall notify the Company and allow the Company, at its expense, to undertake appropriate action to prevent disclosure of the Records deemed confidential;

(g) Cooperate with the Holders of Registered Securities covered by such registration statement and the managing underwriter(s), if any, to facilitate the timely preparation and delivery of certificates representing the Registered Securities to be sold, without any restrictive legends, in such denominations and registered in such names as the managing underwriter(s) may request at least two business days prior to any sale thereof to the underwriters, if applicable;

(h) Make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve months, but not more than eighteen months, beginning with the first month after the effective date of the Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act; and

(i) Use its commercially reasonable best efforts to cause such Registrable Securities covered by such registration statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the Securityholders to consummate the disposition of such Registrable Securities.

(7) RULE 144 REPORTING. With a view to making available to the Holders the benefits of certain rules and regulations of the SEC which may permit a Holder to sell securities of the Company to the public without registration, the Company agrees to:

(a) Make and keep public information available as those terms are understood and defined in Rule 144 under the Securities Act;

(b) Use its commercially reasonable best efforts to file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act; and

(c) So long as a Holder owns any Registrable Securities, furnish to such Holder forthwith upon request a written statement by the Company as to its compliance with the reporting requirements of Rule 144, the Securities Act and the Exchange Act, a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed as a Holder may reasonably request in availing itself of any rule or regulation of the SEC allowing a Holder to sell any such securities without registration.

(8) FURNISH INFORMATION. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Agreement with respect to the Registrable Securities of any selling Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as shall be required to effect the registration of such Holder's Registrable Securities.

(9) EXPENSES OF REGISTRATION. Except as set forth below, the Company shall bear and pay all expenses incurred in connection with any registration, filing, listing and qualification of Registrable Securities effected pursuant to Sections (2) and (3) hereof, including, without limitation, all registration, filing, listing and qualification fees, printers' and accounting fees relating or apportionable thereto, costs of appraisals and other reports, the fees and disbursements of counsel for the Company and the reasonable fees and disbursements of one counsel for the selling Holders selected by them, but excluding underwriting discounts and commissions relating to Registrable Securities.

Notwithstanding the foregoing, if one or more Holders require the Company to include shares of Registrable Securities in a registration statement which becomes effective and 50% or more of such shares are not sold within 60 days of effectiveness, such Holder or Holders shall bear the SEC registration fee attributable to such shares if such Holder or Holders require the Company to re-register such shares in a subsequent year; PROVIDED THAT the Company shall not have caused any delay in the registration process which resulted in the failure to sell such shares.

(10) NO DELAY OF REGISTRATION. No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any registration of the Company as the result of any controversy that might arise with respect to the interpretation or implementation of this Agreement.

(11) INDEMNIFICATION. In the event any Registrable Securities are included in a registration statement under this Agreement:

(a) To the extent permitted by law, the Company shall indemnify and hold harmless each Holder, any underwriter (as defined in the Securities Act) for such Holder and each Person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, or the Exchange Act or other federal or state law, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions, or violations (collectively a "Violation"):

- (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto,
- (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or
- (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law; and, subject to the provisions of subsection (10)(c) below, the Company shall pay to each such Holder, underwriter or controlling Person, as incurred, any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability, or action; PROVIDED, HOWEVER, that the indemnity agreement contained in this subsection (10)(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case for any such loss, claim, damage, liability, or action to the extent that it arises out of or is based upon a Violation which occurs (A) in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by any such Holder, underwriter, or controlling Person or (B) as a result of the failure of any Holder, underwriter, or controlling Person to deliver a prospectus in connection with the offer and sale of Registrable Securities when legally required to do so.

(b) To the extent permitted by law, each selling Holder shall jointly and severally indemnify and hold harmless the Company, each of its directors, each of its officers who has signed the registration statement, each Person, if any, who controls the Company within the meaning of the Securities Act, any underwriter, and any controlling Person of any such underwriter, against any losses, claims, damages, or liabilities (joint or several) to which any of the foregoing Persons may become subject under the Securities Act, or the Exchange Act or other federal or state law, insofar as such losses, claims, damages, or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder expressly for use in connection with such registration; and, subject to the provisions of subsection (10)(c) below, each such Holder shall pay, any legal or other expenses reasonably incurred by any Person intended to be indemnified pursuant to this subsection (10)(b), in connection with investigating or defending any such loss, claim, damage, liability, or action; PROVIDED, HOWEVER, that the indemnity agreement contained in this subsection (10)(b) shall not apply to amounts paid in settlement of any such loss, claim,

damage, liability, or action if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; PROVIDED, FURTHER, THAT, in no event shall any indemnity under this subsection (10)(b) exceed the gross proceeds from the offering received by such Holder.

(c) Promptly after receipt by an indemnified party under this Section (10) of notice of the commencement of any action (including any governmental action), such indemnified party shall, if a claim in respect thereof is to be made against any indemnifying party under this Section (10), deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; PROVIDED, HOWEVER, that an indemnified party (together, in the case of the Holders with all other Holders and control Persons who are indemnified parties and, in the case of an underwriter with all other underwriters and control Persons who are indemnified parties) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party or parties by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party or parties and the indemnifying party. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of any liability to the indemnified party under this Section (10) to the extent such failure shall be prejudicial to its ability to defend such action, but the omission so to deliver written notice to the indemnifying party shall not relieve it of any liability that it may have to any indemnified party otherwise than under this Section (10).

(d) The obligations of the Company and Holders under this Section (10) shall survive the completion of any offering of Registrable Securities in a registration statement under this Agreement, and otherwise.

(12) NO ASSIGNMENT OF REGISTRATION RIGHTS. The rights to cause the Company to register Registrable Securities pursuant to this Agreement may not be assigned or otherwise transferred without the prior written consent of the Company. Any such attempted assignment or other transfer without such consent shall be void.

(13) "MARKET STAND-OFF" AGREEMENT. During the period of duration specified by the Company and an underwriter of Common Stock or other securities of the Company, but not to exceed 180 days, following the effective date of a registration statement of the Company for its own account filed under the Securities Act, any Holder which is an executive officer, director or holder of 5% or more of the outstanding stock of the Company shall not, to the extent requested by the Company and such underwriter, directly or indirectly, sell, offer to sell, contract to sell (including, without limitation, any short sale), grant any option to purchase or otherwise transfer or dispose of (other than to donees who agree to be similarly bound) the Shares other than Shares registered thereunder (the "Unregistered Shares"); PROVIDED THAT the executive officers, directors and 5% stockholders of the Company enter into agreements on substantially similar terms.

In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions (with the Company's stock transfer agent or otherwise) until the end of such period with respect to any Unregistered Shares of any Holder which is an executive officer, director or holder of 5% or more of the outstanding stock of the Company.

(14) AMENDMENT OF REGISTRATION RIGHTS. Any provision of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Holders of a majority of the Registrable Securities then outstanding. Any amendment or waiver effected in accordance with this Section (13) shall be binding upon each Holder of any Registrable Securities then outstanding, each future holder of all such Registrable Securities, and the Company.

(15) NOTICES. All notices, requests, demands, or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt, if delivered by hand, by telecopy or telegram, or three days after deposit in the U.S. mail, postage prepaid, addressed to the Securityholders at the addresses listed on the signature page(s) hereto and to the Company as follows:

Company:	ABM Industries Incorporated 50 Fremont Street, 26th Floor San Francisco, CA 94105 Attn.: General Counsel Facsimile: (415) 904-7490
Copy to:	Orrick, Herrington & Sutcliffe LLP Old Federal Reserve Bank Building 400 Sansome Street San Francisco, CA 94111-3143 Attn.: Richard V. Smith, Esq.
Facsimile:	(415) 773-5759

or to such other address as any party may designate for itself by notice given as provided in this Agreement.

(16) BINDING AGREEMENT. This Agreement shall inure to the benefit of and be binding upon and enforceable against the parties and their successors and assigns, including administrators, executors, representatives, heirs, legatees, and devisees of Securityholders and any pledgee holding Registrable Securities as collateral.

(17) GOVERNING LAW. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New York (without regard to its choice of law provisions).

(18) ATTORNEYS' FEES. In the event of any legal action or proceeding to enforce or interpret the provisions hereof, the prevailing party shall be entitled to reasonable attorneys' fees, whether or not the proceeding results in a final judgment.

(19) EFFECT OF HEADINGS. The section headings herein are for convenience only and shall not affect the construction or interpretation of this Agreement.

(20) EXPIRATION OF REGISTRATION RIGHTS. Notwithstanding anything else herein to the contrary, the Company shall have no further obligations to register shares of any Holders under this Agreement (including, without limitation, any obligations under Sections (2) or (3) hereof) upon the earlier to occur of (i) the date the seventh registration effected by the Company pursuant to Section (2) hereof shall have been declared or ordered effective by the SEC, or (ii) 60 days after the delivery by the Company of the last Share pursuant to the Earnout in the Fifth Annual Earnout Period (as defined in the Transaction Agreement), UNLESS the Company shall have delayed any registration pursuant to any clause under subsection (2)(b) hereof, in which case the expiration of this Agreement pursuant to this clause (ii) shall be delayed for 30 days plus the number of days equal to the aggregate number of days the Company shall have so delayed one or more registrations. Notwithstanding this Section (20), the Company shall keep any registration statement filed pursuant to Section (2) hereof effective for at least two months as set forth in subsection (2)(a) hereof.

(21) COUNTERPARTS. This Agreement shall be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

[Signature Page Next]

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

ABM INDUSTRIES INCORPORATED

By: /s/ J. Benton  
-----  
Name: J. E. Benton  
Title: Senior Vice President

SECURITYHOLDERS:

/s/ Michael F. Sica  
-----  
Michael F. Sica  
Address:

/s/ Michael A. Sica  
-----  
Michael A. Sica  
Address:

/s/ Ralph Sica  
-----  
Ralph Sica  
Address:

/s/ Diane Sica Demaio  
-----  
Diane Sica DeMaio  
Address:

/s/ Ann Sica DeNicola  
-----  
Ann Sica DeNicola  
Address:

/s/ Gloria Sica  
-----  
Gloria Sica  
Address:

[GRAPHIC]

ABM INDUSTRIES  
INCORPORATED

NUMBER SHARES

NYS

COMMON STOCK SEE REVERSE FOR  
- - - - - CERTAIN DEFINITIONS

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE  
THIS CERTIFICATE IS TRANSFERABLE IN NEW YORK OR SAN FRANCISCO

THIS CERTIFIES THAT CUSIP 000957 100

[SPECIMEN]

IS THE OWNER OF

FULLY PAID AND NON-ASSESSABLE SHARES OF THE COMMON STOCK \$.01 PER SHARE PAR  
VALUE OF

ABM INDUSTRIES INCORPORATED, TRANSFERABLE IN PERSON OR BY DULY AUTHORIZED  
ATTORNEY UPON SURRENDER OF THIS CERTIFICATE PROPERLY ENDORSED.

THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY THE TRANSFER AGENT AND  
REGISTERED BY THE REGISTRAR.

WITNESS THE FACSIMILE SIGNATURES OF ITS DULY AUTHORIZED OFFICERS.

CERTIFICATE OF STOCK

DATED:

COUNTERSIGNED AND REGISTERED:  
CHASEMELLON SHAREHOLDER SERVICES, L.L.C.  
TRANSFER AGENT AND REGISTRAR

/s/ Harry H. Kahn	/s/ William W. Steele	/s/ Sydney J. Rosenberg
BY SECRETARY	PRESIDENT	CHAIRMAN OF THE BOARD

AUTHORIZED SIGNATURE





CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
ABM INDUSTRIES INCORPORATED

ABM INDUSTRIES INCORPORATED, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation at a meeting duly held, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation and directing that the proposed amendment be considered at the next annual meeting of stockholders. The resolution setting forth the proposed amendment is as follows:

NOW, THEREFORE, BE IT RESOLVED, that subject to stockholder approval, paragraph (a) of Article Fifth of the Company's Certificate of Incorporation be, and it hereby is, amended to read as follows:

Fifth: (a) the corporation is authorized to issue two classes of shares to be designated, respectively, "Preferred Stock" and "Common Stock". The number of shares of Preferred Stock authorized to be issued is Five Hundred Thousand (500,000) and the number of shares of Common Stock authorized to be issued is Twenty Eight Million (28,000,000). The stock, whether Preferred Stock or Common Stock, shall have a par value of \$0.01 per share.

SECOND: That the stockholders of said corporation, at the annual meeting of stockholders which was duly held on March 19, 1996, adopted such amendment by casting the necessary number of shares as required by statute in favor of such amendment to the Certificate of Incorporation.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, ABM INDUSTRIES INCORPORATED has caused this certificate to be signed by William Steele, its President, and attested by Harry H. Kahn, its Secretary this 4th day of June, 1996.

ABM INDUSTRIES INCORPORATED

By: /s/ William W. Steele

-----  
William W. Steele, President

ATTEST:

By: /s/ Harry H. Kahn

-----  
Harry H. Kahn, Secretary

CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
AMERICAN BUILDING MAINTENANCE INDUSTRIES, INC.

AMERICAN BUILDING MAINTENANCE INDUSTRIES, INC., a corporation organized and existing under and by virtue of the General Corporation law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, at a meeting duly held, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation and directing that the proposed amendment be considered at the next annual meeting of the stockholders. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of AMERICAN BUILDING MAINTENANCE INDUSTRIES, INC. be amended by deleting Article First and replacing it in its entirety with a new Article First as follows:

First: The name of this corporation is: ABM Industries Incorporated.

SECOND: That the stockholders of said corporation, at the annual meeting of stockholders which was duly held on March 15, 1994, adopted such amendment by casting the necessary number of shares as required by statute in favor of such amendment to the Certificate of Incorporation.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, AMERICAN BUILDING MAINTENANCE INDUSTRIES, INC. has caused this certificate to be signed by William Steele, its President, and attested by Harry H. Kahn, its Secretary, this 16th day of March, 1994.

AMERICAN BUILDING MAINTENANCE  
INDUSTRIES, INC.

By /s/ William W. Steele

-----  
William Steele  
President

ATTEST:

By /s/ Harry H. Kahn

-----  
Harry H. Kahn  
Secretary

CERTIFICATE OF DESIGNATIONS, PREFERENCES,  
RELATIVE RIGHTS, QUALIFICATIONS, LIMITATIONS  
AND RESTRICTIONS

OF

SERIES B 8% SENIOR REDEEMABLE CUMULATIVE  
PREFERRED STOCK

OF

AMERICAN BUILDING MAINTENANCE INDUSTRIES, INC.

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Pursuant to Section 151 of the  
General Corporation Law of the State of Delaware

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American Building Maintenance Industries, Inc., a Delaware corporation (the "Corporation"), certifies that pursuant to the authority contained in Article Fifth of its Certificate of Incorporation, as amended (the "Certificate of Incorporation"), and in accordance with the provisions of Section 151 of the General Corporation Law of the State of Delaware, the Board of Directors of the Corporation at a meeting duly called and held on June 23, 1993 adopted the following resolution which resolution remains in full force and effect on the date hereof:

RESOLVED, that there is hereby established a series of authorized preferred stock having a par value of \$0.01 per share, which series shall be designated as "Series B 8% Senior Cumulative Redeemable Preferred Stock" (the "Series B Preferred Stock"), shall consist of 6,400 shares and shall have the following voting powers, preferences and relative rights, qualifications, limitations and restrictions as follows:

1. CERTAIN DEFINITIONS.

Unless the context otherwise requires, the terms defined in this paragraph 1 shall have, for all purposes of this resolution, the meanings herein specified (with terms defined in the singular having comparable meanings when used in the plural).

BUSINESS DAY. The term "Business Day" shall mean a day other than a Saturday or Sunday or any federal holiday.

COMMON STOCK. The term "Common Stock" shall mean the common stock, par value \$0.01 per share, of the Corporation.

COMMON STOCKS. The term "Common Stocks" shall mean all shares now or hereafter authorized of any class of common stock of the Corporation, including the Common Stock, and any other stock of the Corporation, howsoever designated, authorized after the Initial Issue Date, which has the right (subject always to prior rights of any class or series of preferred stock) to participate in the distribution of the assets and earnings of the Corporation without limit as to per share amount.

DIVIDEND PAYMENT DATE. The term "Dividend Payment Date" shall have the meaning set forth in subparagraph 2(b) below.

DIVIDEND PERIOD. The term "Dividend Period" shall mean the period from, and including, the Initial Issue Date to, but not including, the first Dividend Payment Date and thereafter, each quarterly period from, and including, the Dividend Payment Date to, but not including the next Dividend Payment Date.

INITIAL ISSUE DATE. The term "Initial Issue Date" shall mean the date that shares of Series B Preferred Stock are first issued by the Corporation.

JUNIOR STOCKS. The term "Junior Stocks" shall mean the Common Stocks, the authorized Series A Junior Participating Preferred Stock, \$0.01 par value, of the Corporation and any other series of preferred stock established by the Board of Directors of the Corporation.

LIQUIDATION PREFERENCE. The term "Liquidation Preference" shall mean \$1,000 per share.

PERSON. The term "Person" shall mean any corporation, association, partnership, joint venture, organization, individual, trust, estate or other entity.

RECORD DATE. The term "Record Date" shall mean the date designated by the Board of Directors of the Corporation at the time a dividend is declared on the Series B Preferred Stock; provided, however, that such Record Date shall not be more than thirty (30) days nor less than ten (10) days prior to the respective Dividend Payment Date or such other date designated by the Board of Directors for the payment of dividends on the Series B Preferred Stock.

REDEMPTION DATE. The term "Redemption Date" shall have the meaning set forth in subparagraph 4(a) below.

REDEMPTION NOTICE. The term "Redemption Notice" shall have the meaning set forth in paragraph 4(b) below.

REDEMPTION PRICE. The term "Redemption Price" shall mean a price per share equal to the Liquidation Preference, together with accrued and unpaid dividends thereon to the Redemption Date.

## 2. DIVIDENDS.

(a) The record holders of Series B Preferred Stock shall be entitled to receive dividends, when and as declared by the Board of Directors of the Corporation, out of funds legally available for the payment of dividends. Such dividends shall be payable by the Corporation in cash at the rate of eight percent (8%) per annum of the Liquidation Preference.

(b) Dividends on shares of Series B Preferred Stock shall accrue and be cumulative from the date of issuance of such shares. Dividends when and as declared by the Board of Directors of the Corporation shall be payable quarterly in arrears on November 1, February 1, May 1 and August 1 of each year (a "Dividend Payment Date"), commencing on November 1, 1993. If any Dividend Payment Date occurs on a day that is not a Business Day, any accrued dividends otherwise payable on such Dividend Payment Date shall be paid on the next succeeding Business Day. The amount of dividends payable on Series B Preferred Stock for each full Dividend Period shall be computed by dividing by four (4) the annual rate per share set forth in subparagraph 2(a) above. Dividends shall be paid to the holders of record of the Series B Preferred Stock as their names shall appear on the share register of the Corporation on the Record Date for such dividend. Dividends payable in any Dividend Period which is less than a full Dividend Period in length will be computed on the basis of a ninety (90) day quarterly period and actual days elapsed in such Dividend Period. Dividends on account of arrears for any past Dividend Periods may be declared and paid at any time to holders of record on the Record Date therefor. For any Dividend Period in which dividends are not paid in full on the Dividend Payment Date first succeeding the end of such Dividend Period, then on such Dividend Payment Date such accrued and unpaid dividends shall be added (solely for the purpose of calculating dividends payable on the Series B Preferred Stock) to the Liquidation Preference of the Series B Preferred Stock effective at the beginning of the Dividend Period succeeding the Dividend Period as to which such dividends were not paid and shall thereafter accrue additional dividends in respect thereof at the rate set forth in this subparagraph 2(b) until such accrued and unpaid dividends have been paid in full.

(c) So long as any shares of Series B Preferred Stock shall be outstanding, the Corporation shall not declare, pay or set apart for payment on any Junior Stocks any dividends whatsoever, whether in cash, property or otherwise (other than dividends payable in shares of the class or series upon which such dividends are declared or paid, or payable in shares of Common Stock with respect to Junior Stocks other than Common Stock, together with cash in lieu of fractional shares), nor shall the Corporation make any distribution on any Junior Stocks, nor shall any Junior Stocks be purchased, redeemed or otherwise acquired by the Corporation or any of its subsidiaries of which it owns not less than a majority of the outstanding voting power (other than repurchases in the ordinary course of business pursuant to repurchase provisions of an employee benefit plan of the corporation provided that all such repurchases, in the aggregate, do not materially adversely affect the Corporation's ability to pay dividends in arrears or redeem the Series B Preferred Stock pursuant to subparagraph 4(b)), nor shall any monies be paid or made available for a sinking fund for the purchase or redemption of any Junior Stocks, unless (i) all dividends to which the holders of Series B Preferred Stock shall have been entitled for all previous Dividend Periods shall have been paid or declared and a sum of money sufficient for the payment thereof has been set apart and (ii) all payments to which any holder of Series B Preferred Stock shall have been entitled pursuant to a redemption of any such shares pursuant to paragraph 4 hereof shall have been made.

(d) Subject to the provisions hereof and applicable law, the Board of Directors (i) may declare and the Corporation may pay or set apart for payment dividends on any Junior Stocks, (ii) may make any payment on account of or set apart payment for a sinking fund or other similar fund or agreement for the purchase or other acquisition, redemption, retirement or other requirement of, or with respect to, any Junior Stocks or any warrants, rights, calls or options exercisable or exchangeable for or convertible into any Junior Stocks, (iii) may make any distribution in respect to any Junior Stocks or any warrants, rights, calls or options exercisable or exchangeable for or convertible into any Junior Stocks, whether directly or indirectly, and whether in cash, obligations or securities of the Corporation or other property and (iv) may purchase or otherwise acquire, redeem or retire any Junior Stocks or any warrants, rights, calls or options exercisable or exchangeable for or convertible into any Junior Stocks, and the holders of the shares of the Series B Preferred shall not be entitled to share therein.

(e) In the event that full dividends are not paid or made available to the holders of all outstanding shares of Series B Preferred Stock and funds available for payment of dividends shall be insufficient to permit payment in full to holders of all such stock of the full preferential amounts to which they are then entitled, then the entire amount available for payment of dividends shall be distributed ratably among all such holders of Series B Preferred Stock in proportion to the full amount to which they would otherwise be respectively entitled.

### 3. DISTRIBUTIONS UPON LIQUIDATION, DISSOLUTION OR WINDING UP.

(a) In the event of any voluntary or involuntary liquidation, dissolution or other winding up of the affairs of the Corporation, before any payment or distribution shall be made to the holders of any Junior Stocks, the holders of Series B Preferred Stock shall be entitled to be paid out of the assets of the Corporation in cash the Liquidation Preference per share plus an amount equal to all dividends accrued and unpaid thereon to the date of such liquidation or dissolution or such other winding up. Except as provided in this paragraph, holders of Series B Preferred Stock shall not be entitled to any other distribution in the event of liquidation, dissolution or winding up of the affairs of the Corporation.

(b) If upon any such liquidation, dissolution or other winding up of the affairs of the Corporation the assets of the Corporation shall be insufficient to permit the payment in full of the Liquidation Preference per share plus an amount equal to all dividends accrued and unpaid on the Series B Preferred Stock, then the assets of the Corporation shall be ratably distributed among the holders of Series B Preferred Stock in proportion to the full amounts to which they would otherwise be respectively entitled if all amounts thereon were paid in full.

(c) Neither the consolidation or merger of the Corporation into or with another corporation or corporations, nor the sale, lease, transfer or conveyance of all or substantially all of the assets of the Corporation to another corporation or any other entity shall be deemed a liquidation, dissolution or winding up of the affairs of the Corporation within the meaning of this paragraph 3.

#### 4. REDEMPTION BY THE CORPORATION

(a) The Series B Preferred Stock may be redeemed, in whole or from time to time in part, at any time after eight years following the Initial Issue Date at the option of the Corporation at the Redemption Price. Each date fixed for redemption pursuant to this subparagraph 4(a) or subparagraph 4(b) below is called a "Redemption Date".

(b) At any time on or after five years following the Initial Issue Date, the Corporation shall, to the extent permitted by law and from funds legally available therefor, redeem any or all of the outstanding shares of Series B Preferred Stock for the Redemption Price from any holder thereof, not later than thirty (30) days after receipt of written notice (a "Redemption Notice") from such holder that such holder desires to redeem the number of shares of Series B Preferred Stock set forth in such Redemption Notice. Each Redemption Notice shall be accompanied by the certificate or certificates representing the shares of Series B Preferred Stock to be redeemed pursuant to such Redemption Notice, and thereupon the Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof, and each surrendered certificate shall be canceled and retired. All shares of the Series B Preferred Stock being redeemed will cease to accrue dividends as of the Redemption Date. In the event less than all of the shares of Series B Preferred Stock held by a holder are redeemed pursuant to the provisions of this subparagraph 4(b), a new certificate or certificates shall be issued representing the unredeemed shares PROVIDED THAT, such holder shall pay any tax which may be payable with respect to the issuance or delivery of such new certificate and no such issuance or delivery shall be made unless and until the holder shall have paid to the Corporation the amount of any and all such taxes or shall have established to the satisfaction of the Corporation that all such taxes have been paid in full. After the Redemption Date, holders of Series B Preferred Stock shall no longer be treated as stockholders of the Corporation with respect to the shares of Series B Preferred Stock so redeemed. If on a Redemption Date the funds of the Corporation legally available for such redemption shall be insufficient to redeem all shares required to be redeemed pursuant to this subparagraph (b) on such Redemption Date, funds to the maximum extent legally available for such purposes shall be utilized to redeem the maximum number of outstanding shares of Series B Preferred Stock delivered to the Corporation with a Redemption Notice on such date, on a pro rata basis among the holders who have given a Redemption Notice on such date, based on the number of such shares of Series B Preferred Stock tendered pursuant to such Redemption Notices. If, because sufficient funds are not legally available, the Corporation shall fail to redeem all shares required to be redeemed on a Redemption Date, then the Corporation shall redeem such shares tendered for redemption (on a pro rata basis among all shares of Series B Preferred Stock tendered on such Redemption Date, as described in the preceding sentence) as promptly as practicable after funds are legally available therefor. No redemptions of any shares of Series B Preferred Stock tendered on a Redemption Date shall be made until all such shares tendered for redemption on an earlier Redemption Date shall have been redeemed by the Corporation. All outstanding shares of Series B Preferred Stock shall continue to accrue dividends as set forth in subparagraph 2(b) until redeemed by the Corporation.

(c) In case of a redemption pursuant to subparagraph 4(a) of less than all shares of Series B Preferred Stock at the time outstanding, the shares to be redeemed shall be

selected pro rata, by lot or by any other method as determined by the Board of Directors of the Corporation to be equitable.

(d) Notice of any redemption pursuant to subparagraph 4(a) shall be sent by or on behalf of the Corporation not more than sixty (60) days nor less than thirty (30) days prior to the Redemption Date, by first class mail, postage prepaid, to all holders of record of the Series B Preferred Stock at their respective last addresses as they shall appear on the books of the Corporation; provided, however, that no failure to give such notice or any defect therein or in the mailing thereof shall affect the validity of the proceedings for the redemption pursuant to subparagraph 4(a) of any shares of Series B Preferred Stock, except as to the holder to whom the Corporation has failed to give notice or except as to the holder to whom notice was defective. In addition to any information required by law or by the applicable rules of any exchange upon which Series B Preferred Stock may be listed or admitted to trading, such notice shall state: (i) that such redemption is a mandatory redemption; (ii) the Redemption Date; (iii) the Redemption Price; (iv) the number of shares of Series B Preferred to be redeemed and, if less than all shares held by such holder are to be redeemed, the number of such shares to be redeemed; (v) the place or places where certificates for such shares are to be surrendered for payment of the Redemption Price; and (vi) that dividends on the shares to be redeemed will cease to accrue on the Redemption Date. Upon the mailing of any such notices of redemption, the Corporation shall become obligated to redeem at the time of redemption specified thereon all shares called for redemption.

(e) If notice of a redemption pursuant to subparagraph 4(a) has been mailed in accordance with subparagraph 4(d) above and provided that on or before the Redemption Date specified in such notice, all funds necessary for such redemption shall have been set aside by the Corporation in accordance with subparagraph 4(f) below, separate and apart from its other funds in trust for the pro rata benefit of the holders of the shares so called for redemption, so as to be, and to continue to be available therefor, then, from and after the Redemption Date, dividends on the shares of the Series B Preferred Stock so called for redemption shall cease to accrue, and said shares shall no longer be deemed to be outstanding and shall not have the status of shares of Series B Preferred Stock, and all rights of the holders thereof as stockholders of the Corporation (except the right to receive from the Corporation the Redemption Price) shall cease. Upon surrender, in accordance with said notice, of the certificates for any shares so redeemed (properly endorsed or assigned for transfer, if the Corporation shall so require and the notice shall so state), such shares shall be redeemed by the Corporation at the Redemption Price without additional interest. In case fewer than all the shares represented by any such certificate are redeemed, a new certificate or certificates shall be issued representing the unredeemed shares without cost to the holder thereof except for any tax which may be payable in respect of any transfer involved in the issuance or delivery of such new certificate in a name other than that which such shares of Series B Preferred Stock were registered immediately prior to such redemption, and no such issuance or delivery shall be made unless and until the person requesting such issuance or delivery shall have paid to the Corporation the amount of any and all such taxes or shall have established to the satisfaction of the Corporation that all such taxes have been paid in full.

(f) Any funds deposited with a bank or trust company for the purpose of redeeming Series B Preferred Stock shall be irrevocable except that:

(i) the Corporation shall be entitled to receive from such bank or trust company the interest or other earnings, if any, earned on any funds so deposited in trust, and the holders of any shares redeemed shall have no claim to such interest or other earnings; and

(ii) any balance of funds so deposited by the Corporation and unclaimed by the holders of the Series B Preferred Stock entitled thereto at the expiration of two (2) years from the applicable Redemption Date shall be repaid, together with any interest or other earnings earned thereon, to the Corporation, and after any such repayment, the holders of the shares entitled to the funds so repaid to the Corporation shall look only to the Corporation for payment without interest or other earnings.

(g) No Series B Preferred Stock may be redeemed except with funds legally available for the payment of the Redemption Price.

(h) Notwithstanding the foregoing provisions of this paragraph 4, unless the full cumulative dividends on all outstanding shares of Series B Preferred Stock shall have been paid or contemporaneously are declared and paid for all past dividend periods, none of the shares of Series B Preferred Stock shall be redeemed unless all outstanding shares of Series B Preferred Stock are redeemed concurrently in accordance with paragraph 4.

(i) All shares of Series B Preferred Stock redeemed pursuant to this paragraph 4 shall be retired and shall be restored to the status of authorized and unissued shares of preferred stock, without designation as to series and may thereafter be reissued as shares of any series of preferred stock; PROVIDED, HOWEVER, that so long as any shares of Series B Preferred Stock remain outstanding, any such other preferred stock that is so reissued shall be Junior Stocks.

#### 5. VOTING RIGHTS.

The holders of record of Series B Preferred Stock shall have no right to vote except (i) as provided by law and (ii) such holders shall be entitled to vote with the Common Stock (and not as a separate class) on all matters upon which holders of the Common Stock are entitled to vote and shall be entitled to one vote per share of Series B Preferred Stock.

#### 6. PROHIBITION ON CREATION OF CERTAIN SECURITIES.

No preferred stock or other class of equity securities of the Corporation ranking senior to or on parity with the Series B Preferred Stock, whether with respect to dividends, or upon liquidation, dissolution or winding up or otherwise, shall be created.

#### 7. EXCLUSION OF OTHER RIGHTS.

Except as may otherwise be required by law, the shares of Series B Preferred Stock shall not have any voting powers, preferences or other rights, except as specifically set forth in this resolution (as such resolution may be amended from time to time in accordance with

its terms) and in the Certificate of Incorporation. The shares of Series B Preferred Stock shall have no preemptive rights, subscription rights or conversion rights.

8. RULES AND REGULATIONS.

The Board of Directors shall have the right and authority from time to time to prescribe rules and regulations as it may determine to be necessary or advisable, as the Board of Directors may determine in good faith, for the administration of the Series B Preferred Stock in accordance with the provisions hereof and applicable law.

9. HEADINGS OF SUBDIVISIONS.

The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

10. SEVERABILITY OF PROVISIONS.

If any voting powers, preferences or other rights of the Series B Preferred Stock or any qualifications, limitations or restrictions thereon set forth in this resolution (as such resolution may be amended from time to time in accordance with its terms) is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other voting powers, preferences and rights of Series B Preferred Stock and qualifications, limitations and restrictions thereon set forth in this resolution (as so amended) which can be given effect without the invalid, unlawful or unenforceable voting powers, preferences or other rights of Series B Preferred Stock and qualifications, limitations and restrictions thereon shall, nevertheless, remain in full force and effect, and no voting powers, preferences and other rights of Series B Preferred Stock and qualifications, limitations and restrictions thereon herein set forth shall be deemed dependent upon any other such voting powers, preferences and other rights of Series B Preferred Stock and qualifications, limitations and restrictions thereon unless so expressed herein.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be duly executed by Sydney J. Rosenberg, Chairman of the Board and Chief Executive Officer and attested by Harry H. Kahn its Secretary, this day of August, 1993.

AMERICAN BUILDING MAINTENANCE  
INDUSTRIES, INC.

By: /s/ Sydney J. Rosenberg

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

ATTEST:

By: /s/ Harry H. Kahn

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Harry H. Kahn, Secretary

CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
AMERICAN BUILDING MAINTENANCE INDUSTRIES, INC.

AMERICAN BUILDING MAINTENANCE INDUSTRIES, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, at a meeting duly held, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation and directing that the proposed amendment be considered at the next annual meeting of stockholders. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of AMERICAN BUILDING MAINTENANCE INDUSTRIES, INC. be amended by deleting paragraph (a) of Article Fifth and replacing it in its entirety with a new paragraph (a) of Article Fifth as follows:

Fifth: (a) The corporation is authorized to issue two classes of shares to be designated, respectively, "Preferred Stock" and "Common Stock." The number of shares of Preferred Stock authorized to be issued is Five Hundred Thousand (500,000) and the number of shares of Common Stock authorized to be issued is Twelve Million (12,000,000). The stock, whether Preferred Stock or Common Stock, shall have a par value of \$.01 per share.

SECOND: That the stockholders of said corporation, at the annual meeting of stockholders which was duly held on March 17, 1992, adopted such amendment by casting the necessary number of shares as required by statute in favor of such amendment to the Certificate of Incorporation.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, AMERICAN BUILDING MAINTENANCE INDUSTRIES, INC. has caused this certificate to be signed by William Steele, its President, and attested by Harry H. Kahn, its Secretary, this 18th day of March 1992.

AMERICAN BUILDING MAINTENANCE  
INDUSTRIES, INC.

By /s/ William Steele

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William Steele  
President

ATTEST:

By /s/ Harry H. Kahn

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Harry H. Kahn  
Secretary

CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
AMERICAN BUILDING MAINTENANCE INDUSTRIES, INC.

AMERICAN BUILDING MAINTENANCE INDUSTRIES, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, at a meeting duly held, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation and directing that the proposed amendment be considered at the next annual meeting of stockholders. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of AMERICAN BUILDING MAINTENANCE INDUSTRIES, INC. be amended by adding a new Article Fourteenth as follows:

FOURTEENTH: No director of the corporation shall be personally liable to the corporation or any stockholder for monetary damages for breach of fiduciary duty as a director, except for any matter in respect of which such director shall be liable under Section 174 of the General Corporation Law of the State of Delaware or any amendment thereto or shall be liable by reason that, in addition to any and all

other requirements for such liability, such director (i) shall have breached the duty of loyalty to the corporation or its stockholders, (ii) shall not have acted in good faith, or, in failing to act, shall not have acted in good faith, (iii) shall have acted in a manner involving intentional misconduct or a knowing violation of law or, in failing to act, shall have acted in a manner involving intentional misconduct or a knowing violation of law or (iv) shall have derived an improper personal benefit. Neither the amendment nor repeal of this Article Fourteenth, nor the adoption of any provision of this certificate of incorporation inconsistent with this Article Fourteenth, shall eliminate or reduce the effect of this Article Fourteenth in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article Fourteenth would accrue or arise, prior to such amendment repeal or adoption of an inconsistent provision.

SECOND: That the stockholders of said corporation, at the annual meeting of stockholders which was duly held on March 17, 1987, adopted such amendment by casting the necessary number of shares as required by statute in favor of such amendment to the Certificate of Incorporation.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, AMERICAN BUILDING MAINTENANCE INDUSTRIES, INC. has caused this certificate to be signed by R. David Anacker, its President, and attested

by Eleanor A. Elrod, its Secretary this 17th day of March, 1987.

AMERICAN BUILDING MAINTENANCE  
INDUSTRIES, INC.

By /s/ R. David Anacker  
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R. David Anacker  
President

ATTEST:

By /s/ Eleanor A. Elrod  
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Eleanor A. Elrod  
Secretary

CERTIFICATE OF INCORPORATION  
OF  
AMERICAN BUILDING MAINTENANCE INDUSTRIES, INC.

FIRST: The name of this corporation is: AMERICAN BUILDING MAINTENANCE INDUSTRIES, INC.

SECOND: The address of the registered office of the corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, and the name of its registered agent at that address is The Corporation Trust Company.

THIRD: The name and mailing address of the incorporator of the corporation is:

Eleanor A. Elrod ..... American Building Maintenance  
Industries, Inc.  
333 Fell Street  
San Francisco, CA 94102

FOURTH: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FIFTH: (a) The corporation is authorized to issue two classes of shares to be designated, respectively, "Preferred Stock" and "Common Stock." The number of shares of Preferred Stock authorized to be issued is Five Hundred Thousand (500,000) and the number of shares of Common Stock authorized to be issued is Five Million Sixty-Two Thousand (5,062,000). The stock, whether Preferred Stock or Common Stock, shall have a par value of \$.01 per share.

(b) The shares of Preferred Stock may be issued from time to time in one or more series. The Board of Directors is authorized, by filing a certificate pursuant to the applicable law of the State of Delaware, to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof, including but not limited to the fixing or alteration of the dividend rights, dividend rate, conversion rights, voting rights, rights and terms of redemption (including sinking fund provisions), the redemption price or prices, and the liquidation preferences of any wholly unissued series of shares of Preferred Stock; and to increase or decrease the number of shares of any series subsequent to the issue of shares of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series.

SIXTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind from time to time any or all of the by-laws of the corporation; including by-law amendments increasing or reducing the authorized number of directors. In addition, new by-laws may be adopted or the by-laws may be amended or repealed by a vote of not less than seventy percent (70%) of the outstanding stock of the corporation entitled to vote thereon.

SEVENTH: (a) The number of directors which shall constitute the whole Board of Directors of this corporation shall be as specified in the by-laws of this corporation, subject to the provisions of Article SIXTH hereof and this Article SEVENTH.

(b) The Board of Directors shall be and is divided into three classes: Class I, Class II and Class III, which shall be as nearly equal in number as possible. Each director shall serve for a term ending on the date of the third annual meeting of stockholders following the annual meeting at which the director was elected; provided, however, that each initial director in Class I shall hold office until the annual meeting of stockholders in 1986; each initial director in Class II shall hold office until the annual meeting of stockholders in 1987; and each initial director in Class III shall hold office until the annual meeting of stockholders in 1988.

Notwithstanding the foregoing provisions of this Article, each director shall serve until his successor is duly elected and qualified or until his death, resignation or removal.

(c) In the event of any increase or decrease in the authorized number of directors. (1) each director then serving as such shall nevertheless continue as a director of the class of which he is a member until the expiration of his current term, or his earlier resignation, removal from office or death, and (2) the newly created or eliminated directorship resulting from such increase or decrease shall be apportioned by the Board of Directors among the three classes of directors so as to maintain such classes as nearly equal as possible.

EIGHTH: No action shall be taken by the stockholders except at an annual or special meeting of stockholders. No action shall be taken by stockholders by written consent.

NINTH: Special meetings of the stockholders of this corporation for any purpose or purposes may be called at any time by the Board of Directors, or by a committee of the Board of Directors which has been duly designated by the Board of Directors and whose powers and authority, as provided in a resolution of the Board of Directors or in the by-laws of this corporation, include the power to call such meetings, but such special meetings may not be called by any other person or persons.

TENTH: 1. The affirmative vote of the holders of not less than seventy percent (70%) of the outstanding shares of "Voting Stock" (as hereinafter defined) shall be required for the approval or authorization of any "Business Combination" (as hereinafter defined) of this corporation or any subsidiary of this corporation with any "Related Person" (as hereinafter defined), notwithstanding the fact that no vote may be required or that a lesser percentage may be specified by law, in any agreement with any national securities exchange or otherwise; provided, however, that the seventy percent (70%) voting requirement shall not be applicable and such Business Combination shall require only such affirmative vote as is required by law, any agreement with any national securities exchange or otherwise if:

(a) The "Continuing Directors" (as hereinafter defined) of this corporation by at least a majority vote have expressly approved such Business Combination either in advance of or subsequent to such Related Person becoming a Related Person; or

(b) All of the following conditions are met:

(i) The cash or "Fair Market Value" (as hereinafter defined) as of the date of the consummation of the Business Combination (the "Combination Date") of the property, securities or other consideration to be received per share by holders of a particular class or series of capital stock, as the case may be, of this corporation in the Business Combination is not less than the highest of:

(A) the highest per share price (including brokerage commissions, transfer taxes and soliciting dealers' fees) paid by or on behalf of the Related Person in acquiring beneficial ownership of any of its holdings of such class or series of capital stock of this corporation (i) within the two-year period immediately prior to the Combination Date or (ii) in the transaction or series of transactions in which the Related Person became a Related Person, whichever is higher; or

(B) the Fair Market Value per share of the shares of capital stock being acquired in the Business Combination (i) as the Combination Date or (ii) the date in which the Related Person became a Related Person, whichever is higher; or

(C) in the case of Common Stock, the per share book value of the Common Stock as reported at the end of the fiscal quarter immediately prior to the Combination Date, and in the case of Preferred Stock, the highest preferential amount per share to which the holders of shares of such class or series of Preferred Stock would be entitled in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, regardless of whether the Business Combination to be consummated constitutes such an event.

The provision of this paragraph 1(b)(i) shall be required to be met with respect to every class or series of outstanding capital stock, whether or not the Related Person has previously acquired any shares of a particular class or series of capital stock. In all of the above instances, appropriate adjustments shall be made for recapitalizations and for stock dividends, stock splits and like distributions; and

(ii) The consideration to be received by holders of a particular class or series of capital stock shall be in cash or in the same form as previously has been paid by or on behalf of the Related Person in connection with its direct or indirect acquisition of beneficial ownership of shares of such class or series of stock. If the consideration so paid for any such share varied as to form, the form of consideration for such shares shall be either cash or the form used to acquire beneficial ownership of the largest number of shares of such class or series of capital stock previously acquired by the Related Person; and

(iii) After such Related Person has become a Related Person and prior to the consummation of such Business Combination: (a) except as approved by a majority of the Continuing Directors, there shall have been no failure to declare and pay at the regular date therefor any full quarterly dividends (whether or not cumulative) on the outstanding Preferred Stock; (b) there shall have been (1) no reduction in the annual rate of dividends paid on the Common Stock (except as necessary to reflect any subdivision of the Common Stock), except as approved by a majority of the Continuing Directors, and (2) an increase in such annual rate of dividends as necessary to reflect any reclassification (including any reverse stock split), recapitalization, reorganization or any similar transaction which has the effect of reducing the number of outstanding shares of the Common Stock, unless the failure so to increase such annual rate is approved by a majority of the Continuing Directors; and (c) such Related Person shall have not become the beneficial owner of any additional shares of Voting Stock except as part of the transaction which results in such Related Person becoming a Related Person; and

(iv) After such Related Person has become a Related Person, such Related Person shall not have received the benefit, directly or indirectly (except as proportionately as a stockholder), of any loans, advances, guarantees, pledges or other financial assistance or any tax credits or other tax advantages provided by the corporation, whether in anticipation of or in connection with such Business Combination or otherwise; and

(v) A proxy or information statement describing the proposed Business Combination and complying with the requirements of the Securities Exchange Act of 1934 and the rules and regulations thereunder (or any subsequent provisions replacing such Act, rules or regulations) shall be mailed to public stockholders of the corporation at least 30 days prior to the consummation of such Business Combination (whether or not such proxy or information statement is required to be mailed pursuant to such Act or subsequent provisions).

## 2. For purposes of this Article Tenth:

(a) The term "Business Combination" shall mean any (i) merger or consolidation of this corporation or a Subsidiary (as hereinafter defined) of this corporation with a Related Person or any other corporation which is or after such merger or consolidation would be an "Affiliate" or "Associate" (as hereafter defined) of a Related Person, (ii) sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions) with any Related Person or any Affiliate or Associate of any Related Person, of all or any "Substantial Part" (as hereinafter defined) of the assets of this corporation or of a Subsidiary of this corporation to a Related Person or any Affiliate or Associate of any Related Person, (iii) adoption of any plan or proposal for the liquidation or dissolution of this corporation proposed by or on behalf of a Related Person or any Affiliate or Associate of any Related Person, (iv) sale, lease, exchange or other disposition, including without limitation a mortgage or other security device, of all or any Substantial Part of the assets of a Related Person or any Affiliate or Associate of any Related Person to this corporation or a Subsidiary of this corporation, (v) issuance or pledge of securities of this corporation or a Subsidiary of this corporation to or with a Related Person or any

Affiliate or Associate of any Related Person, (vi) reclassification of securities (including any reverse stock split) or recapitalization of this corporation or any other transaction that would have the effect, either directly or indirectly, of increasing the proportionate share of any class of equity or convertible securities of this corporation or any subsidiary of this corporation which is directly or indirectly beneficially owned by any Related Person or any Affiliate or Associate of any Related Person, and (vii) agreement, contract or other arrangement providing for any of the transactions described in this definition of Business Combination.

(b) The term "person" shall mean any individual, firm, corporation or other entity and shall include any group comprised of any person and any other person with whom such person or any Affiliate or Associate of such person has any agreement, arrangement or understanding, directly or indirectly, for the purpose of acquiring, holding, voting or disposing of Voting Stock of this corporation.

(c) The term "Related Person" shall mean any person (other than this corporation, or any Subsidiary and other than any profit-sharing, employee stock ownership or other employee benefit plan of this corporation or any Subsidiary or any trustee of or fiduciary with respect to any such plan when acting in such capacity) who or which:

(i) is the beneficial owner (as hereinafter defined) of ten percent (10%) or more of the Voting Stock;

(ii) is an Affiliate or Associate of this corporation and at any time within the two-year period immediately prior to the date in question was the beneficial owner of ten percent (10%) or more of the Voting Stock; or

(iii) is an assignee of or has otherwise succeeded to the beneficial ownership of any shares of Voting Stock which were at any time within the two-year period immediately prior to such time beneficially owned by any Related Person, if such assignment or succession shall have occurred in the course of a transaction or series of transactions not involving a public offering within the meaning of the Securities Act of 1933.

(d) A person shall be a "beneficial owner" of any Voting Stock:

(i) which such person or any of its Affiliates or Associates beneficially owns, directly or indirectly;

(ii) which such person or any of its Affiliates or Associates has, directly or indirectly, (a) the right to acquire (whether such right is exercisable immediately or only after the passage of time), pursuant to any agreement arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise, or (b) the right to vote pursuant to any agreement, arrangement or understanding; or

(iii) which are beneficially owned, directly or indirectly, by any other person with which such person or any of its Affiliates or Associates has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of any shares of Voting Stock.

(e) For the purposes of determining whether a person is a Related Person pursuant to sub-paragraph (c) of this paragraph 2, the number of shares of Voting Stock deemed to be outstanding shall include shares deemed owned through application of sub-paragraph (d) of this paragraph 2 but shall not include any other shares of Voting Stock which may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or option, or otherwise.

(f) The terms "Affiliate" or "Associate" shall have the respective meanings ascribed to such terms in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as in effect on January 1, 1985.

(g) The term "Subsidiary" means any corporation of which a majority of any class of equity securities is owned, directly or indirectly, by this corporation; PROVIDED, HOWEVER, that for the purposes of the definition of Related Person set forth in sub-paragraph (c) of this paragraph 2, the term

"Subsidiary" shall mean only a corporation of which a majority of each class of equity securities is owned, directly or indirectly, by this corporation.

(h) The term "Continuing Director" means any member of the Board of Directors, while such person is a member of the Board of Directors, who is not an Affiliate, Associate or a representative of the Related Person involved in a proposed Business Combination and was a member of the Board of Directors prior to the time that the Related Person became a Related Person, and any successor of a Continuing Director, while such successor is a member of the Board of Directors, who is not an Affiliate, Associate or a representative of the Related Person and is recommended or elected to succeed a Continuing Director by a majority of Continuing Directors. Each initial director of this corporation elected by the incorporator of this corporation shall be a Continuing Director for purposes of this Article Tenth.

(i) The term "Substantial Part" shall mean more than twenty percent (20%) of the Fair Market Value, as determined by a majority of the Continuing Directors, of the total consolidated assets of this corporation and its Subsidiaries taken as a whole as of the end of its most recent fiscal year ended prior to the time the determination is being made.

(j) For the purposes of paragraph 1(b)(i) of this Article Tenth, the term "other consideration to be received" shall include, without limitation, capital stock retained by the shareholders.

(k) The term "Voting Stock" shall mean all of the outstanding shares of Common Stock and the outstanding shares of Preferred Stock entitled to vote on each matter on which the holders of record of Common Stock shall be entitled to vote, and each reference to a proportion of shares of Voting Stock shall refer to such proportion of the votes entitled to be cast by such shares voting as one class.

(l) The term "Fair Market Value" means: (i) in case of capital stock, the highest closing sale price during the 30-day period immediately preceding the date in question of a share of such stock on the Composite Tape for the New York Stock Exchange Listed Stocks, or, if such stock is not quoted on the Composite Tape, on the New York Stock Exchange, or if such stock is not listed on such Exchange, on the principal United States securities exchange registered under the Securities Exchange Act of 1934 on which such stock is listed, or, if such stock is not listed on any such stock exchange, the highest closing bid quotation with respect to a share of such stock during the 30-day period preceding the date in question on the National Association of Securities Dealers, Inc. Automated Quotations System or any successor system then in use, or if no such quotations are available, the fair market value on the date in question of a share of such stock as determined in good faith by a majority of the Continuing Directors; and (ii) in the case of property other than cash or stock, the fair market value of such property on the date in question as determined in good faith by a majority of the Continuing Directors.

(m) A Related Person shall be deemed to have acquired a share of the Voting Stock of this corporation at the time when such Related Person became the beneficial owner thereof. If a majority of the Continuing Directors is not able to determine the price at which a Related Person has acquired a share of Voting Stock of this corporation, such price shall be deemed to be the Fair Market Value of the shares in question at the time when the Related Person becomes the beneficial owner thereof. With respect to shares owned by Affiliates, Associates or other persons whose ownership is attributed to a Related Person under the foregoing definition of Related Person, the price deemed to be paid therefor by such Related Person shall be the price paid upon the acquisition thereof by such Affiliate, Associate or other person, or, if such price is not determinable by a majority of the Continuing Directors, the Fair Market Value of the shares in question at the time when the Affiliate, Associate, or other such person became the beneficial owner thereof.

3. The fact that any Business Combination complies with the provisions of paragraph 1(b) of this Article Tenth shall not be construed to impose any fiduciary duty, obligation or responsibility on the Board of Directors, or any member thereof, to approve such Business Combination or recommend its adoption or approval to the shareholders of this corporation, nor shall such compliance limit, prohibit or otherwise restrict

in any manner the Board of Directors, or any member thereof, with respect to evaluations of or actions and responses taken with respect to such Business Combination.

4. A majority of the Continuing Directors of the corporation shall have the power and duty to determine for the purposes of this Article Tenth, on the basis of information known to them after reasonable inquiry, (A) whether a person is a Related Party, (B) the number of shares of Voting Stock beneficially owned by any person, and (C) whether a person is an Affiliate or Associate of another. A majority of the Continuing Directors of the corporation shall have the further power to interpret all of the terms and provisions of this Article Tenth.

ELEVENTH: Advance notice of stockholder nominations for the election of directors shall be given in the manner provided in the by-laws of this corporation.

TWELFTH: (a) Newly created directorships resulting from any increase in the number of directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other cause shall be filled by the affirmative vote of a majority of the remaining directors then in office (and not by Stockholders), even though less than a quorum of the Board of Directors. Any Director elected in accordance with the preceding sentence shall hold office until the next election of directors by the stockholders and until such director's successor shall have been elected and qualified. No decrease in the number of Directors constituting the Board of Directors shall shorten the term of any incumbent director.

(b) Any director may be removed from office by the affirmative vote of the holders of 70% of the outstanding stock of the corporation entitled to vote generally in the election of directors, provided that such removal is for cause.

THIRTEENTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to this reservation. Notwithstanding the foregoing, the provisions set forth in Articles SIXTH, SEVENTH, EIGHTH, NINTH, TENTH, ELEVENTH, TWELFTH and this Article THIRTEENTH may not be repealed or amended in any respect unless such repeal or amendment is approved by the affirmative vote if not less than seventy percent (70%) of the total voting power of all outstanding shares of stock in this corporation entitled to vote thereon.

THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation to do business both within and without the State of Delaware, and in pursuance of the Delaware Corporation Law, does hereby make and file this Certificate.

/s/ Eleanor A. Elrod  
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Eleanor A. Elrod

January 31, 1997

ABM Industries Incorporated  
50 Fremont Street  
San Francisco, CA 94105

Re: ABM Industries Incorporated  
Registration Statement on Form S-3  
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Ladies and Gentlemen:

At your request, I am rendering this opinion in connection with a proposed sale by certain stockholders of ABM Industries Incorporated, a Delaware corporation (the "Company") of up to 39,158 shares (the "Shares") of common stock, \$0.01 par value (the "Common Stock") pursuant to a Registration Statement on Form S-3.

I have examined instruments, documents, and records which I deemed relevant and necessary for the basis of my 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 we have reviewed.

Based on such examination, I am of the opinion that the currently issued and outstanding Shares covered by the Registration Statement are legally issued, fully paid, and nonassessable.

I hereby consent to the filing of this opinion as an exhibit to the above-referenced Registration Statement and to the use of my name wherever it appears in said Registration Statement, including the Prospectus constituting a part thereof, as originally filed or as subsequently amended or supplemented. 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

CONSENT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Stockholders and Board of Directors  
ABM Industries Incorporated:

We consent to the use of our report incorporated herein by reference and to the reference to our firm under the heading "Experts" in the prospectus.

KPMG Peat Marwick LLP

San Francisco, California  
January 28, 1997