
U.S. SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

**Current Report Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934**

Date of Report (date of earliest event reported): December 29, 2008

AMB PROPERTY CORPORATION

(Exact name of registrant as specified in its charter)

Maryland

(State or other jurisdiction of
incorporation)

001-13545

(Commission file number)

94-3281941

(I.R.S. employer identification
number)

Pier 1, Bay 1, San Francisco, California 94111
(Address of principal executive offices) (Zip code)

415-394-9000
(Registrant's telephone number, including area code)

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.02 Termination of a Material Definitive Agreement.

On December 29, 2008, our subsidiary of which we are the general partner, AMB Property, L.P., terminated a €142,000,000 364-day multi-currency revolving facility agreement and related guarantee entered on May 30, 2008, by and among our affiliate AMB Fund Management S.à r.l., acting in its own name but on behalf of AMB Europe Fund I FCP-FIS, as the obligors' agent, certain of our European affiliates as original borrowers, ING Real Estate Finance N.V. and certain of its European affiliates as lenders and ING Real Estate Finance N.V., as facility agent (the "€142,000,000 facility agreement").

Prior to the termination of the €142,000,000 facility agreement, four of our European affiliates that were subsidiaries of AMB Europe Fund I FCP-FIS holding real property interests in Germany were borrowers under such facility agreement (collectively, the "European affiliate borrowers"). The outstanding borrowed amount of the European affiliate borrowers under such facility agreement was repaid in full on December 29, 2008, the termination date. Our subsidiary, AMB Property, L.P., was the guarantor of the amounts borrowed under the terminated €142,000,000 facility agreement. We own an approximate 20% interest in AMB Europe Fund I FCP-FIS, an unconsolidated co-investment venture, and our share of debt as reported in our quarterly and annual financial statements includes approximately 20% of the outstanding debt of AMB Europe Fund I FCP-FIS.

In connection with the payment in full under, and the termination of, the €142,000,000 facility agreement, the European affiliate borrowers and/or their affiliates borrowed funds under an existing credit facility held by AMB Europe Fund I FCP-FIS, and entered new 5-year term loans with the lender in the aggregate amount of €50,202,000 under such facility. The borrowed funds were used to repay the outstanding amounts under the terminated €142,000,000 credit facility. The European affiliate borrowers are in the process of granting security interests to the lender, as the security agent, under and in accordance with the terms of such facility, all of which security interests are expected to become effective in the first half of 2009. Our subsidiary, AMB Property, L.P., has agreed to guarantee the €50,202,000 amount borrowed under such existing credit facility only until the security interests are granted, at which time the guarantees will be extinguished.

Other than the terminated €142,000,000 facility agreement, we have an on-going banking relationship with ING Real Estate Finance N.V. and certain of its affiliates, including the following arrangements: (i) the existing credit facility held by AMB Europe Fund I FCP-FIS; (ii) our amended and restated revolving credit agreement, dated as of June 1, 2006, as amended and (iii) our credit agreement, dated as of September 4, 2008.

A copy of the termination letter is attached hereto as Exhibit 10.1, and is incorporated into this current report by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1 Termination Letter, dated December 29, 2008, from ING Real Estate Finance N.V., as Facility Agent, to AMB Fund Management S.à r.l., acting in its own name but on behalf of AMB Europe Fund I FCP-FIS.

SIGNATURES

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

AMB Property Corporation
(Registrant)

Date: January 5, 2009

By: /s/ Tamra D. Browne
Tamra D. Browne
SVP, General Counsel and Secretary

INDEX TO EXHIBITS

Exhibit Number	Description
10.1	Termination Letter, dated December 29, 2008, from ING Real Estate Finance N.V., as Facility Agent, to AMB Fund Management S.à r.l., acting in its own name but on behalf of AMB Europe Fund I FCP-FIS.



To: AMB Fund Management S.Á.R.L.
acting in its own name but on behalf of AMB Europe Fund I FCP-FIS as AMB Agent for the Borrowers
Attention: The managers of AMB Fund Management S.Á.R.L.
5, allée Scheffer
L-2520 Luxembourg

Cc: AMB Europe Fund I FCP-FIS
Zuidplein 108
1077 XV Amsterdam
the Netherlands
Attention: Cash management

Cc: AMB Property, L.P.
Pier 1, Bay 1
San Francisco, California 94111
United States
Fax: 1-415-394-9001
Attention: SVP, Capital Markets
cc: General Counsel

29 December 2008

Ladies and Gentlemen,

Termination letter €142,000,000 AMB LP Guaranteed Facility Agreement between inter alios, AMB Fund Management S.Á.R.L., AMB Property, L.P. and ING Real Estate Finance N.V. dated 30 May 2008 (the *AMB LP Guaranteed Facility Agreement*)

1. We refer to the AMB LP Guaranteed Facility Agreement.
2. Capitalised terms used but not defined in this letter shall have the same meanings assigned to them in the AMB LP Guaranteed Facility Agreement. References to a **Clause** in this letter is to that clause in the AMB LP Guaranteed Facility Agreement.
3. It is acknowledged that:
 - (a) Pursuant to Clause 29.1 (*Amendments and Waivers*), the Facility Agent is authorised to effect on behalf of any Finance Party, any amendment or waiver to the Finance Documents; and

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- (b) Pursuant to Clause 29.1 (*Amendments and Waivers*), each Obligor has irrevocably appointed the AMB Agent to act on its behalf as its agent in relation to the Finance Documents.
4. It is noted that:
- (a) The Loans made to each of AMB Bremerhaven Distribution Center 1 B.V., AMB Hausbruch Industrial Center 1 B.V., AMB Hausbruch Industrial Center 6 GmbH and MB Altenwerder Distribution Center Holding 1 B.V. have been repaid in full on or prior to the date of this letter pursuant to Clause 8.4(a) (*Voluntary prepayment*), together with all interest thereon and all other amounts payable by the Obligors under the AMB LP Guaranteed Facility Agreement, with the Facility Agent having waived any notice period required for such prepayment pursuant to Clause 29.1 (*Amendments and Waivers*); and
- (b) As a result, no amounts are outstanding under the AMB LP Guaranteed Facility Agreement.
5. Accordingly, with effect from the date of this letter:
- (a) The Facility Agent acknowledges receipt of all funds required to repay all Loans made under the AMB LP Guaranteed Facility Agreement and all other amounts payable by the Obligors under the AMB LP Guaranteed Facility Agreement;
- (b) The Facility Agent agrees and acknowledges on its own behalf and on behalf of each other Finance Party that (i) each Obligor is released from all of its obligations and liabilities under the AMB LP Guaranteed Facility Agreement, the Loan Guarantee and all other Finance Documents; and (ii) the AMB LP Guaranteed Facility Agreement, the Loan Guarantee and all other Finance Documents shall have no further force or effect and is terminated; and
- (c) The AMB Agent agrees and acknowledges on its own behalf and on behalf of each Obligor that (i) the Obligors shall no longer have any rights under the AMB LP Guaranteed Facility Agreement and (ii) the AMB LP Guaranteed Facility Agreement shall have no further force or effect and is terminated and, for the avoidance of doubt, any and all Commitments thereunder are cancelled.
6. This letter may be executed in any number of counterparts. This has the same legal effect as if the signatories on each counterpart were on a single copy of the letter.
7. This letter is governed by, and shall be construed in accordance with, the laws of England and Wales. Each of the parties hereto agrees that the courts of England and Wales shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any dispute, which arises out of or in connection with this letter and, for such purposes, irrevocably submits to the jurisdiction of such courts.

8. A person who is not a party to this letter shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999. The consent of any person who is not a Party is not required to rescind or vary this letter at any time.

We should be grateful if you would indicate your acknowledgment and acceptance of the above by countersigning and returning the attached copy of this letter.

Yours sincerely,

/s/ M.C. Vincentie /s/ M. van Teijlingen

a duly authorised signatory

for and on behalf of

ING Real Estate Finance N.V.

acting in its capacity as Facility Agent

We hereby acknowledge and agree to the terms of this letter.

/s/ Jeroen Smit

a duly authorised signatory

for and on behalf of

AMB Fund Management S.Á.R.L.

acting in its own name but on behalf of

AMB Europe Fund I FCP-FIS as AMB Agent for the Obligors