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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) - June 27, 2001

Plains All American Pipeline, L.P.  
(Name of Registrant as specified in its charter)

DELAWARE	0-9808	76-0582150
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

333 Clay Street, Suite 2900  
Houston, Texas 77002  
(713) 646-4100  
(Address, including zip code, and telephone number,  
including area code, of Registrant's principal executive offices)

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

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Item 5. Other Events

Effective as of June 27, 2001, Plains All American Pipeline, L.P. (the "Partnership") and the Partnership's two principal operating subsidiary partnerships amended their respective partnership agreements to reflect the transactions contemplated by the Contribution, Assignment and Amendment Agreement, dated as of the same date, among Plains All American Pipeline, L.P., Plains Marketing, L.P., All American Pipeline, L.P., Plains AAP, L.P., Plains All American GP LLC and Plains Marketing GP Inc.

Item 7. Financial Statements and Exhibits

(c) Exhibits

- 3.1 Amendment No. 4 to the Second Amended and Restated Agreement of Limited Partnership of Plains All American Pipeline, L.P., dated as of June 27, 2001.
- 3.2 Amendment No. 2 to the Amended and Restated Agreement of Limited Partnership of Plains Marketing, L.P., dated as of June 27, 2001.
- 3.3. Amendment No. 2 to the Amended and Restated Agreement of Limited Partnership of All American Pipeline, L.P., dated as of June 27, 2001.

SIGNATURES

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

PLAINS ALL AMERICAN PIPELINE, L.P.

Date: July 10, 2001

By: Plains AAP, L.P., its general partner

By: Plains All American GP LLC, its general partner

/s/ TIM MOORE

By: \_\_\_\_\_

Name: Tim Moore

Title: Vice President

## Index to Exhibits

- 3.1 Amendment No. 4 to the Second Amended and Restated Agreement of Limited Partnership of Plains All American Pipeline, L.P., dated as of June 27, 2001.
- 3.2 Amendment No. 2 to the Amended and Restated Agreement of Limited Partnership of Plains Marketing, L.P., dated as of June 27, 2001.
- 3.3. Amendment No. 2 to the Amended and Restated Agreement of Limited Partnership of All American Pipeline, L.P., dated as of June 27, 2001.

AMENDMENT NO. 4 TO THE SECOND AMENDED AND RESTATED  
AGREEMENT OF LIMITED PARTNERSHIP OF  
PLAINS ALL AMERICAN PIPELINE, L.P.

THIS AMENDMENT NO. 4 TO THE SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF PLAINS ALL AMERICAN PIPELINE, L.P. (this "Amendment"), dated as of June 27, 2001, is entered into and effectuated by Plains AAP, L.P., a Delaware limited partnership, as the General Partner, pursuant to the authority granted to it in Section 13.1(d) of the Second Amended and Restated Agreement of Limited Partnership of Plains All American Pipeline, L.P., dated as of November 23, 1998, as amended (the "Partnership Agreement"). Capitalized terms used but not defined herein are used as defined in the Partnership Agreement.

WHEREAS, Section 13.1(d) of the Partnership Agreement provides that the General Partner may amend any provision of the Partnership Agreement and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, to reflect a change that, in the discretion of the General Partner, does not adversely affect the Limited Partners in any material respect; and

WHEREAS, pursuant to a Contribution, Assignment and Amendment Agreement (the "Contribution Agreement") dated as of the date hereof by and among the Partnership, Plains Marketing, L.P., All American Pipeline, L.P., the General Partner, Plains All American GP LLC and Plains Marketing GP Inc., the general partner interests held by the General Partner in Plains Marketing, L.P. and All American Pipeline, L.P. were transferred to Plains Marketing GP Inc.; and

WHEREAS, the Contribution Agreement amended the Partnership Agreement to permit and reflect the transactions contemplated by the Contribution Agreement, and provided that the General Partner could further amend the Partnership Agreement to the extent necessary to carry out the purposes and intent of the Contribution Agreement; and

WHEREAS, the General Partner deems it in the best interest of the Partnership to adopt this Amendment in order to provide that the Partnership Agreement be amended in all respects to the extent necessary, but only to the extent necessary, to carry out the purposes and intent of the Contribution Agreement; and

NOW, THEREFORE, the Partnership Agreement is hereby amended to add a new Section 16.11, which reads in its entirety as follows:

SECTION 16.11 Amendments to Reflect Contribution, Assignment and Amendment Agreement.

In addition to the amendments to this Agreement contained in that certain Contribution, Assignment and Amendment Agreement, dated as of June 27, 2001, by and among the Partnership, the Operating Partnerships, the General Partner, Plains All American GP LLC and Plains Marketing GP Inc., and notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be deemed to be further amended and modified to the extent necessary, but only to the extent necessary, to carry out the purposes and intent of the Contribution, Assignment and Amendment Agreement.

This Amendment will be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first written above.

PLAINS AAP, L.P.  
General Partner

By: Plains All American GP LLC,  
its general partner

/s/ TIM MOORE

By: \_\_\_\_\_  
Name: Tim Moore  
Title: Vice President

AMENDMENT NO. 2 TO THE AMENDED AND RESTATED  
AGREEMENT OF LIMITED PARTNERSHIP OF  
PLAINS MARKETING, L.P.

THIS AMENDMENT NO. 2 TO THE AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF PLAINS MARKETING, L.P. (this "Amendment"), dated as of June 27, 2001, is entered into and effectuated by Plains Marketing GP Inc., a Delaware corporation, as the General Partner, pursuant to the authority granted to it in Section 13.1(d) of the Amended and Restated Agreement of Limited Partnership of Plains Marketing, L.P., dated as of November 17, 1998, as amended (the "Partnership Agreement"). Capitalized terms used but not defined herein are used as defined in the Partnership Agreement.

WHEREAS, Section 13.1(d) of the Partnership Agreement provides that the General Partner may amend any provision of the Partnership Agreement and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, to reflect a change that, in the discretion of the General Partner, does not adversely affect the Limited Partners in any material respect; and

WHEREAS, pursuant to a Contribution, Assignment and Amendment Agreement (the "Contribution Agreement") dated as of the date hereof by and among the Partnership, the MLP, All American Pipeline, L.P., Plains AAP, L.P., Plains All American GP LLC and the General Partner, the general partner interests held by Plains AAP, L.P. in the Partnership and All American Pipeline, L.P. were transferred to the General Partner; and

WHEREAS, the Contribution Agreement amended the Partnership Agreement to permit and reflect the transactions contemplated by the Contribution Agreement, and provided that the General Partner could further amend the Partnership Agreement to the extent necessary to carry out the purposes and intent of the Contribution Agreement; and

WHEREAS, the General Partner deems it in the best interest of the Partnership to adopt this Amendment in order to provide that the Partnership Agreement be amended in all respects to the extent necessary, but only to the extent necessary, to carry out the purposes and intent of the Contribution Agreement; and



NOW, THEREFORE, the Partnership Agreement is hereby amended to add a new Section 15.11, which reads in its entirety as follows:

SECTION 15.11 Amendments to Reflect Contribution, Assignment and Amendment Agreement.

In addition to the amendments to this Agreement contained in that certain Contribution, Assignment and Amendment Agreement, dated as of June 27, 2001, by and among the Partnership, the MLP, All American Pipeline, L.P., Plains AAP, L.P., Plains All American GP LLC and the General Partner, and notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be deemed to be further amended and modified to the extent necessary, but only to the extent necessary, to carry out the purposes and intent of the Contribution, Assignment and Amendment Agreement.

This Amendment will be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first written above.

PLAINS MARKETING GP INC.  
General Partner

/s/ TIM MOORE

By: \_\_\_\_\_

Name: Tim Moore

Title: Vice President

AMENDMENT NO. 2 TO THE AMENDED AND RESTATED  
AGREEMENT OF LIMITED PARTNERSHIP OF  
ALL AMERICAN PIPELINE, L.P.

THIS AMENDMENT NO. 2 TO THE AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF ALL AMERICAN PIPELINE, L.P. (this "Amendment"), dated as of June 27, 2001, is entered into and effectuated by Plains Marketing GP Inc., a Delaware corporation, as the General Partner, pursuant to the authority granted to it in Section 13.1(d) of the Amended and Restated Agreement of Limited Partnership of All American Pipeline, L.P., dated as of November 17, 1998, as amended (the "Partnership Agreement"). Capitalized terms used but not defined herein are used as defined in the Partnership Agreement.

WHEREAS, Section 13.1(d) of the Partnership Agreement provides that the General Partner may amend any provision of the Partnership Agreement and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, to reflect a change that, in the discretion of the General Partner, does not adversely affect the Limited Partners in any material respect; and

WHEREAS, pursuant to a Contribution, Assignment and Amendment Agreement (the "Contribution Agreement") dated as of the date hereof by and among the Partnership, the MLP, Plains Marketing, L.P., Plains AAP, L.P., Plains All American GP LLC and the General Partner, the general partner interests held by Plains AAP, L.P. in the Partnership and Plains Marketing, L.P. were transferred to the General Partner; and

WHEREAS, the Contribution Agreement amended the Partnership Agreement to permit and reflect the transactions contemplated by the Contribution Agreement, and provided that the General Partner could further amend the Partnership Agreement to the extent necessary to carry out the purposes and intent of the Contribution Agreement; and

WHEREAS, the General Partner deems it in the best interest of the Partnership to adopt this Amendment in order to provide that the Partnership Agreement be amended in all respects to the extent necessary, but only to the extent necessary, to carry out the purposes and intent of the Contribution Agreement; and

NOW, THEREFORE, the Partnership Agreement is hereby amended to add a new Section 15.11, which reads in its entirety as follows:

SECTION 15.11 Amendments to Reflect Contribution, Assignment and Amendment Agreement.

In addition to the amendments to this Agreement contained in that certain Contribution, Assignment and Amendment Agreement, dated as of June 27, 2001, by and among the Partnership, the MLP, Plains Marketing, L.P., Plains AAP, L.P., Plains All American GP LLC and the General Partner, and notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be deemed to be further amended and modified to the extent necessary, but only to the extent necessary, to carry out the purposes and intent of the Contribution, Assignment and Amendment Agreement.

This Amendment will be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first written above.

PLAINS MARKETING GP INC.  
General Partner

/s/ TIM MOORE

By: \_\_\_\_\_

Name: Tim Moore

Title: Vice President