

UNITED STATES
 SECURITIES AND EXCHANGE COMMISSION
 WASHINGTON, D.C. 2054

FORM S-8

REGISTRATION STATEMENT
 UNDER
 THE SECURITIES ACT OF 1933

Plains All American Pipeline, L.P.
 (Exact name of registrant as specified in its charter)

Delaware
 (State or other jurisdiction of
 incorporation or organization)

76-0582150
 (I.R.S. Employer
 Identification No.)

500 Dallas, Suite 700
 Houston, Texas 77002
 (713) 654-1414
 (Address, including zip code, of Principal Executive Offices)

PLAINS ALL AMERICAN INC. 1998 LONG-TERM INCENTIVE PLAN
 TRANSACTION GRANT AGREEMENT FOR GREG L. ARMSTRONG
 TRANSACTION GRANT AGREEMENT FOR HARRY N. PEFANIS
 TRANSACTION GRANT AGREEMENT FOR GEORGE R. COINER
 TRANSACTION GRANT AGREEMENT FOR TOM FEWOX
 TRANSACTION GRANT AGREEMENT FOR KENT FINLEY
 TRANSACTION GRANT AGREEMENT FOR JIM STEWART
 TRANSACTION GRANT AGREEMENT FOR MARK THOMAS

(Full title of the Plans)

Michael R. Patterson
 Senior Vice President, General Counsel and Secretary
 Plains All American Inc.
 500 Dallas, Suite 700
 Houston, Texas 77002
 (713) 654-1414
 (Name, address, including zip code, and telephone number,
 including area code, of agent for service)

copy to:
 David P. Oelman, Esq.
 Andrews & Kurth L.L.P.
 600 Travis, Suite 4200
 Houston, Texas 77002

Title of Securities to be Registered	Amount to be registered/(1)(2)/	Proposed Maximum Offering Price Per Unit/(2)/	Proposed Maximum Aggregate Offering Price/(2)/	Amount of Registration Fee
Common Units representing limited partner interests in the Registrant ("Units")	1,375,000 Units	\$19.75	\$27,156,250	\$7,550

(1) The number of Units registered hereby is subject to adjustment to prevent dilution resulting from Unit splits, Unit dividends or similar transactions.

(2) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(h) under the Securities Act, based upon the average of the high and low price per Unit of the Registrant's Common Units on the New York Stock Exchange on November 15, 1999, as reported in The Wall Street Journal on November 16, 1999.

PART I

INFORMATION REQUIRED IN SECTION 10(A) PROSPECTUS

The document(s) containing the information specified in Part I of Form S-8 will be sent or given to participants as specified by Rule 428(b)(1) of the Securities Act of 1933, as amended (the "Securities Act"). Such documents need not be filed with the Securities and Exchange Commission (the "Commission") either as a part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424. These documents and the documents incorporated herein by reference pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act (the "Prospectus").

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Certain Documents by Reference.

Plains All American Pipeline, L.P. (the "Partnership") incorporates herein by reference the following documents as of their respective dates as filed with the Securities and Exchange Commission (the "Commission") (File No. 14569):

- (a) the Partnership's Annual Report on Form 10-K for the year ended December 31, 1998, filed March 31, 1999;
- (b) the Partnership's Quarterly Report on Form 10-Q for the period ended March 31, 1999, filed May 14, 1999;
- (c) the Partnership's Quarterly Report on Form 10-Q for the period ended June 30, 1999, filed August 16, 1999;
- (d) the Partnership's Quarterly Report on Form 10-Q for the period ended September 30, 1999, filed November 15, 1999;
- (e) the description of the Partnership's Common Units contained in its Registration Statement on Form 8-A filed November 3, 1998; and
- (f) the Partnership's Current Report on Form 8-K filed May 27, 1999, as amended on Forms 8-KA filed on June 28, 1999 and September 16, 1999.

All documents filed by the Partnership pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") subsequent to the date of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all such securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents. Any statement contained herein or in a document incorporated or deemed to be incorporated herein by reference shall be deemed to be modified or superseded for purposes of the Registration Statement and the Prospectus to the extent that a statement contained herein or 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 the Registration Statement or the Prospectus.

Item 4. Description of Securities.

The information required by Item 4 is not applicable to this Registration Statement since the class of securities to be offered is registered under Section 12 of the Exchange Act.

Item 5. Interests of Named Experts and Counsel.

Experts.

The financial statements incorporated in this Registration Statement by reference to the Annual Report on Form 10-K of Plains All American Pipeline, L.P. as of December 31, 1998 and the historical financial statements of Scurlock Permian Businesses (a division of Marathon Ashland Petroleum LLC) and of Scurlock Permian Corporation (the predecessor entity to the Scurlock Permian Businesses) included on pages F-6 to F-19 of Plains All American Pipeline, L.P.'s Current Report on Form 8-K dated June 28, 1999 have been so incorporated in reliance on the reports of PricewaterhouseCoopers LLP, independent accountants, given on the authority of said firm as experts in auditing and accounting.

Legal Matters.

The validity of the issuance of the Common Units registered hereby will be passed upon by Michael R. Patterson, Esq., Senior Vice President and General Counsel of Plains All American Inc. Mr. Patterson beneficially owns 7,000 Common Units.

Item 6. Indemnification of Directors and Officers.

Section 17-108 of the Delaware Revised Uniform Limited Partnership Act empowers a Delaware limited partnership to indemnify and hold harmless any partner or other person from and against all claims and demands whatsoever. Section 7.7 of the Second Amended and Restated Partnership Agreement of the Partnership (the "Partnership Agreement") provides that to the fullest extent permitted by law, (i) the general partner of the Partnership (the "General Partner"), (ii) any former General Partner (a "Departing Partner"), and (iii) any person who is or was an officer or director of the General Partner or any Departing Partner shall be indemnified and held harmless by the Partnership. In addition, (a) any individual, corporation, partnership, trust, unincorporated organization, association or other entity (collectively, a "Person") who is or was an affiliate of the General Partner or any Departing Partner, (b) any employee, partner, agent or trustee of the General Partner, any Departing Partner or any such affiliate, or (c) any Person who is or was serving at the request of the General Partner, any Departing Partner or any such affiliate as a director, officer, employee, partner, agent or trustee of another Person may be indemnified and held harmless by the Partnership, to the extent deemed advisable by the General Partner, from and against any and all losses, claims, damages, liabilities (joint or several), expenses (including without limitation, legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as (x) the General Partner, a Departing Partner or any of their affiliates, (y) an officer, director, employee, partner, agent or trustee of the General Partner, any Departing Partner or any of their affiliates or (z) a Person serving at the request of the Partnership in another entity in a similar capacity; provided, that in each case the indemnitee acted in good faith, in a manner which such indemnitee believed to be in, or not opposed to, the best interests of the Partnership and, with respect to any criminal proceeding, had no reasonable cause to believe its conduct was unlawful.

Section 7.7 of the Partnership Agreement also states that to the fullest extent permitted by law, expenses (including without limitation, reasonable legal fees and expenses) incurred by an indemnitee in defending any claim, demand action, suit or proceeding shall, from time to time, be advanced by the Partnership prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Partnership of an undertaking by or on behalf of the indemnitee to repay such amount if it shall be determined that the indemnitee is not entitled to be indemnified as authorized by the Partnership Agreement.

Additionally, Section 7.8 of the Partnership Agreement provides that no indemnitee shall be liable for monetary damages to the Partnership, the limited partners of the Partnership or any other Persons who have acquired interests in common or preference units of the Partnership, for losses sustained or liabilities incurred as a result of any act or omission if such indemnitee acted in good faith.

Item 7. Exemption from Registration Claimed.

The information required by Item 7 is not applicable to this Registration Statement.

Item 8. Exhibits.

Exhibit Number	Description
5.1	Opinion of Michael R. Patterson as to the validity of the securities being registered.
23.1	Consents of PricewaterhouseCoopers LLP.
23.5	Consent of Michael R. Patterson (included in Exhibit 5.1).
24.1	Power of Attorney (set forth on the signature page contained in Part II of this Registration Statement).
99.1	Plains All American Inc. 1998 Long-Term Incentive Plan.
99.2	Transaction Grant Agreement for Greg L. Armstrong.
99.3	Transaction Grant Agreement for Harry N. Pefanis.
99.4	Transaction Grant Agreement for George R. Coiner.
99.5	Transaction Grant Agreement for Tom Fewox.
99.6	Transaction Grant Agreement for Kent Finley.
99.7	Transaction Grant Agreement for Jim Stewart.
99.8	Transaction Grant Agreement for Mark Thomas.

Item 9. Undertakings.

(a) The undersigned registrant hereby undertakes:

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

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

(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. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

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

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

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

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

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) 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.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described in Item 6 of this Registration Statement, or otherwise, the registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities 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 Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on November 16, 1999.

Plains All American Pipeline, L.P.
(Registrant)

By: Plains All American Inc.,
its General Partner

By: /s/ Greg L. Armstrong

Greg L. Armstrong
Chairman of the Board and
Chief Executive Officer

POWER OF ATTORNEY

Each person whose individual signature appears below hereby authorizes Phillip D. Kramer and Michael R. Patterson, and each of them as attorneys-in-fact with full power of substitution, to execute in the name and on behalf of such person, individually and in each capacity stated below, and to file, any and all amendments to this Registration Statement, including any and all post-effective amendments.

Pursuant to the requirements of the Securities Act this Registration Statement has been signed by the following persons in the capacities and on the dates as indicated.

Signature -----	Title -----	Date ----
/s/ Greg L. Armstrong ----- Greg L. Armstrong	Chairman of the Board, Chief Executive Officer and Director	November 16, 1999
/s/ Harry N. Pefanis ----- Harry N. Pefanis	President Chief Operating Officer and Director	November 16, 1999
/s/ Phillip D. Kramer ----- Phillip D. Kramer	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	November 16, 1999
/s/ Cynthia A. Feedback ----- Cynthia A. Feedback	Treasurer (Principal Accounting Officer)	November 16, 1999
/s/ Everardo Goyanes ----- Everardo Goyanes	Director	November 16, 1999
/s/ Robert V. Sinnott ----- Robert V. Sinnott	Director	November 16, 1999
/s/ Arthur L. Smith ----- Arthur L. Smith	Director	November 16, 1999

INDEX TO EXHIBITS

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November 17, 1999

Plains All American Pipeline, L.P.
500 Dallas, Suite 700
Houston, Texas 77002

Gentlemen:

I am General Counsel of Plains All American Inc., a Delaware corporation and the general partner of Plains All American Pipeline, L.P. a Delaware limited partnership (the Partnership"), in connection with the preparation of the Partnership's Registration Statement on Form S-8 (the "Registration Statement") filed by the Partnership under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the offering and sale by the Company of up to 1,375,000 common units representing limited partnership interests in the Partnership (the "Common Units") in connection with the 1998 Long-Term Incentive Plan attached to the Form S-8 as Exhibit 99.1 and the respective Transaction Grant Agreements attached as Exhibits 99.2 through 99.8 (together, the "Plans").

As the basis for the opinions hereinafter expressed, I have examined such statutes, regulations, corporate records and documents, certificates of corporate and public officials, and other instruments as I have deemed necessary or advisable for the purposes of this opinion. In such examination I have assumed the authenticity of all documents submitted to me as originals and the conformity with the original documents of all documents submitted to me as copies.

Based upon the foregoing, and subject to the limitations and assumptions set forth herein, and having due regard for such legal considerations as I deem relevant, I am of the opinion that:

1. The Partnership has been duly formed and is validly existing as a limited partnership under the Delaware Revised Uniform Limited Partnership Act.
2. The Common Units will, when issued and paid for in accordance with the terms of the Plans, be duly authorized, validly issued, fully paid and nonassessable, except as such nonassessability may be affected by the matters described in the prospectus included in the Partnership's registration statement on Form S-1 filed under the Securities Act on November 17, 1998 (File No. 333-64107) under the caption "Description of the Partnership Agreements--Limited Liability."

The foregoing opinion is based on and is limited to the Revised Uniform Limited Partnership Act of the State of Delaware and the relevant federal laws of the United States of America, and I render no opinion with respect to the laws of any other jurisdiction.

I hereby consent to the filing of this opinion with the Securities and Exchange Commission as Exhibit 5.1 to the Registration Statement. This opinion is rendered solely for your benefit and may not be relied upon in any manner by any other person or entity without my express written consent.

Sincerely,

/s/ Michael R. Patterson

Michael R. Patterson

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Plains All American Pipeline, L.P. of our report dated March 29, 1999 relating to the financial statements which appears in Plains All American Pipeline, L.P.'s Annual Report on Form 10-K for the year ended December 31, 1998. We also consent to the reference to us under the headings "Experts" in such Prospectus.

PricewaterhouseCoopers LLP

Houston, Texas
November 17, 1999

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Plains All American Pipeline, L.P. of our report dated April 30, 1999 relating to the financial statements of the Scurlock Permian Businesses (a division of Marathon Ashland Petroleum LLC) and our report dated April 30, 1999 relating to the financial statements of Scurlock Permian Corporation (the predecessor entity to the Scurlock Permian Businesses), which appears in the Current Report on Form 8-K of Plains All American Pipeline, L.P. dated June 28, 1999. We also consent to the reference to us under the headings "Experts" in such Prospectus.

PricewaterhouseCoopers LLP

Pittsburgh, Pennsylvania
November 17, 1999

PLAINS ALL AMERICAN INC.
1998 LONG-TERM INCENTIVE PLAN

SECTION 1. Purpose of the Plan.

The Plains All American Inc. 1998 Long-Term Incentive Plan (the "Plan") is intended to promote the interests of Plains All American Pipeline, L.P., a Delaware limited partnership (the "Partnership"), by providing to employees and directors of Plains All American Inc. (the "Company") and its Affiliates who perform services for the Partnership incentive compensation awards for superior performance that are based on Units. The Plan is also contemplated to enhance the ability of the Company and its Affiliates to attract and retain the services of individuals who are essential for the growth and profitability of the Partnership and to encourage them to devote their best efforts to the business of the Partnership, thereby advancing the interests of the Partnership and its partners.

SECTION 2. Definitions.

As used in the Plan, the following terms shall have the meanings set forth below:

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Award" means an Option or Restricted Unit granted under the Plan.

"Board" means the Board of Directors of the Company.

"Committee" means the Compensation Committee of the Board or such other committee of the Board appointed to administer the Plan.

"DER" means a contingent right, granted in tandem with a specific Restricted Unit, to receive an amount in cash equal to the cash distributions made by the Partnership with respect to a Unit during the period such Restricted Unit is outstanding.

"Director" means a "non-employee director" of the Company, as defined in Rule 16b-3.

"Employee" means any employee of the Company or an Affiliate, as determined by the Committee.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Fair Market Value" means the closing sales price of a Unit on the applicable date (or if there is no trading in the Units on such date, on the next preceding date on which there was trading) as reported in The Wall Street Journal (or other reporting service approved by the Committee). In the event Units are not publicly traded at the time a determination of fair market value is required to be made hereunder, the determination of fair market value shall be made in good faith by the Committee.

"Option" means an option to purchase Units granted under the Plan.

"Participant" means any Employee or Director granted an Award under the Plan.

"Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership of Plains All American Pipeline, L.P.

"Person" means an individual or a corporation, limited liability company, partnership, joint venture, trust, unincorporated organization, association, government agency or political subdivision thereof or other entity.

"Restricted Period" means the period established by the Committee with respect to an Award during which the Award either remains subject to forfeiture or is not exercisable by the Participant. Notwithstanding anything in the Plan to the contrary, the Restricted Period with respect to any Award granted to an Employee may not terminate prior to the end of the Subordination Period (as defined in the Partnership Agreement).

"Restricted Unit" means a phantom unit granted under the Plan which upon or following vesting entitles the Participant to receive a Unit.

"Rule 16b-3" means Rule 16b-3 promulgated by the SEC under the Exchange Act, or any successor rule or regulation thereto as in effect from time to time.

"SEC" means the Securities and Exchange Commission, or any successor thereto.

"Unit" means a Common Unit of the Partnership.

SECTION 3. Administration.

The Plan shall be administered by the Committee. A majority of the Committee shall constitute a quorum, and the acts of the members of the Committee who are present at any meeting thereof at which a quorum is present, or acts unanimously approved by the members of the Committee in writing, shall be the acts of the Committee. Subject to the following, the Committee, in its sole discretion, may delegate any or all of its powers and duties under the Plan, including the power to grant Awards under the Plan, to the Chief Executive Officer of the Company, subject to

such limitations on such delegated powers and duties as the Committee may impose. Upon any such delegation all references in the Plan to the "Committee", other than in Section 7, shall be deemed to include the Chief Executive Officer; provided, however, that such delegation shall not limit the Chief Executive Officer's right to receive Awards under the Plan. Notwithstanding the foregoing, the Chief Executive Officer may not grant Awards to, or take any action with respect to any Award previously granted to, a person who is an officer subject to Rule 16b-3 or a member of the Board. Subject to the terms of the Plan and applicable law, and in addition to other express powers and authorizations conferred on the Committee by the Plan, the Committee shall have full power and authority to: (i) designate Participants; (ii) determine the type or types of Awards to be granted to a Participant; (iii) determine the number of Units to be covered by Awards; (iv) determine the terms and conditions of any Award; (v) determine whether, to what extent, and under what circumstances Awards may be settled, exercised, canceled, or forfeited; (vi) interpret and administer the Plan and any instrument or agreement relating to an Award made under the Plan; (vii) establish, amend, suspend, or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan; and (viii) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan. Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations, and other decisions under or with respect to the Plan or any Award shall be within the sole discretion of the Committee, may be made at any time and shall be final, conclusive, and binding upon all Persons, including the Company, the Partnership, any Affiliate, any Participant, and any beneficiary of any Award.

SECTION 4. Units Available for Awards.

(a) Units Available. Subject to adjustment as provided in Section 4(c),

the number of Units with respect to which Awards may be granted under the Plan is 975,000. If any Award is forfeited or otherwise terminates or is canceled without the delivery of Units, then the Units covered by such Award, to the extent of such forfeiture, termination or cancellation, shall again be Units with respect to which Awards may be granted.

(b) Sources of Units Deliverable Under Awards. Any Units delivered

pursuant to an Award shall consist, in whole or in part, of Units acquired in the open market, from any Affiliate, the Partnership or any other Person, or any combination of the foregoing, as determined by the Committee in its discretion.

(c) Adjustments. In the event that the Committee determines that any

distribution (whether in the form of cash, Units, other securities, or other property), recapitalization, split, reverse split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Units or other securities of the Partnership, issuance of warrants or other rights to purchase Units or other securities of the Partnership, or other similar transaction or event affects the Units such that an adjustment is determined by the Committee to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, in such manner as it may deem equitable, adjust any or all of (i) the number and type of Units (or other securities or property) with respect to which Awards may be granted, (ii) the

number and type of Units (or other securities or property) subject to outstanding Awards, and (iii) the grant or exercise price with respect to any Award or, if deemed appropriate, make provision for a cash payment to the holder of an outstanding Award; provided, that the number of Units subject to any Award shall always be a whole number.

SECTION 5. Eligibility.

Any Employee and Director shall be eligible to be designated a Participant.

SECTION 6. Awards.

(a) Options. The Committee shall have the authority to determine the

Employees and Directors to whom Options shall be granted, the number of Units to be covered by each Option, the purchase price therefor and the conditions and limitations applicable to the exercise of the Option, including the following terms and conditions and such additional terms and conditions, as the Committee shall determine, that are not inconsistent with the provisions of the Plan.

(i) Exercise Price. The purchase price per Unit purchasable under

an Option shall be determined by the Committee at the time the Option is granted but shall not be less than its Fair Market Value as of the date of grant.

(ii) Time and Method of Exercise. The Committee shall determine the

Restricted Period, i.e., the time or times at which an Option may be exercised in whole or in part, and the method or methods by which payment of the exercise price with respect thereto may be made or deemed to have been made which may include, without limitation, cash, check acceptable to the Company, a "cashless-broker" exercise (through procedures approved by the Company), other securities or other property, a note from the Participant (in a form acceptable to the Company), or any combination thereof, having a Fair Market Value on the exercise date equal to the relevant exercise price.

(iii) Term. Subject to earlier termination as provided in the grant

agreement or the Plan, each Option shall expire on the 10th anniversary of its date of grant.

(iv) Forfeiture. Except as otherwise provided in the terms of the

Option grant, upon termination of a Participant's employment with the Company and its Affiliates or membership on the Board, whichever is applicable, for any reason during the applicable Restricted Period, all Options shall be forfeited by the Participant. The Committee may, in its discretion, waive in whole or in part such forfeiture with respect to a Participant's Options.

(b) Restricted Units. The Committee shall have the authority to determine

the Employees and Directors to whom Restricted Units shall be granted, the number of Restricted Units to be granted to each such Participant, the duration of the Restricted Period, the conditions under which the Restricted Units may become vested or forfeited, and such other terms and conditions as the

Committee may establish with respect to such Awards, including whether DERs are granted with respect to such Restricted Units.

(i) DERs. To the extent provided by the Committee, in its

discretion, a grant of Restricted Units may include a tandem DER grant, which may provide that such DERs shall be paid directly to the Participant, be credited to a bookkeeping account (with or without interest in the discretion of the Committee) subject to the same restrictions as the tandem Award, or be subject to such other provisions or restrictions as determined by the Committee in its discretion. Notwithstanding the foregoing however, DERs shall not be granted with respect to any Award prior to the end of the Subordination Period

(ii) Forfeiture. Except as otherwise provided in the terms of the

Restricted Units grant, upon termination of a Participant's employment with the Company and its Affiliates or membership on the Board, whichever is applicable, for any reason during the applicable Restricted Period, all Restricted Units shall be forfeited by the Participant. The Committee may, in its discretion, waive in whole or in part such forfeiture with respect to a Participant's Restricted Units.

(iii) Lapse of Restrictions. Upon the vesting of each Restricted

Unit, the Participant shall be entitled to receive from the Company one Unit, subject to the provisions of Section 8(b).

(c) General.

(i) Awards May Be Granted Separately or Together. Awards may, in

the discretion of the Committee, be granted either alone or in addition to, in tandem with, or in substitution for any other Award granted under the Plan or any award granted under any other plan of the Company or any Affiliate, including the Management Incentive Plan. Awards granted in addition to or in tandem with other Awards or awards granted under any other plan of the Company or any Affiliate may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

(ii) Limits on Transfer of Awards.

(A) Except as provided in (C) below, each Option shall be exercisable only by the Participant during the Participant's lifetime, or by the person to whom the Participant's rights shall pass by will or the laws of descent and distribution.

(B) Except as provided in (C) below, no Award and no right under any such Award may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by a Participant otherwise than by will or by the laws of descent and distribution and any such purported assignment, alienation, pledge,

attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company or any Affiliate.

(C) To the extent specifically provided by the Committee with respect to an Option grant, an Option may be transferred by a Participant without consideration to immediate family members or related family trusts, limited partnerships or similar entities or on such terms and conditions as the Committee may from time to time establish.

(iii) Term of Awards. The term of each Award shall be for such

period as may be determined by the Committee.

(iv) Unit Certificates. All certificates for Units or other

securities of the Partnership delivered under the Plan pursuant to any Award or the exercise thereof shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations, and other requirements of the SEC, any stock exchange upon which such Units or other securities are then listed, and any applicable federal or state laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

(v) Consideration for Grants. Awards may be granted for no cash

consideration or for such consideration as the Committee determines including, without limitation, such minimal cash consideration as may be required by applicable law.

(vi) Delivery of Units or other Securities and Payment by

Participant of Consideration. Notwithstanding anything in the Plan or any

grant agreement to the contrary, delivery of Units pursuant to the exercise or vesting of an Award may be deferred for any period during which, in the good faith determination of the Committee, the Company is not reasonably able to obtain Units to deliver pursuant to such Award without violating the rules or regulations of any applicable law or securities exchange. No Units or other securities shall be delivered pursuant to any Award until payment in full of any amount required to be paid pursuant to the Plan or the applicable Award grant agreement (including, without limitation, any exercise price or tax withholding) is received by the Company. Such payment may be made by such method or methods and in such form or forms as the Committee shall determine, including, without limitation, cash, other Awards, withholding of Units, cashless-broker exercises with simultaneous sale, or any combination thereof; provided that the combined value, as determined by the Committee, of all cash and cash equivalents and the Fair Market Value of any such Units or other property so tendered to the Company, as of the date of such tender, is at least equal to the full amount required to be paid to the Company pursuant to the Plan or the applicable Award agreement.

SECTION 7. Amendment and Termination.

Except to the extent prohibited by applicable law and unless otherwise expressly provided in an Award agreement or in the Plan:

(i) Amendments to the Plan. Except as required by applicable law

or the rules of the principal securities exchange on which the Units are traded and subject to Section 7(ii) below, the Board or the Committee may amend, alter, suspend, discontinue, or terminate the Plan in any manner, including increasing the number of Units available for Awards under the Plan, without the consent of any partner, Participant, other holder or beneficiary of an Award, or other Person; provided, however, that no amendment may be made without the approval of a Unit Majority (as defined in the Partnership Agreement) that would either accelerate, with respect to an Award granted to an Employee, vesting to a date prior to the end of the Subordination Period or permit DERs to be granted prior to the end of the Subordination Period.

(ii) Amendments to Awards. The Committee may waive any conditions or

rights under, amend any terms of, or alter any Award theretofore granted, provided no change, other than pursuant to Section 7(iii), in any Award shall materially reduce the benefit to Participant without the consent of such Participant.

(iii) Adjustment of Awards Upon the Occurrence of Certain Unusual or

Nonrecurring Events. The Committee is hereby authorized to make

adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events (including, without limitation, the events described in Section 4(c) of the Plan) affecting the Partnership or the financial statements of the Partnership, or of changes in applicable laws, regulations, or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan.

SECTION 8. General Provisions.

(a) No Rights to Awards. No Person shall have any claim to be granted any

Award, and there is no obligation for uniformity of treatment of Participants. The terms and conditions of Awards need not be the same with respect to each recipient.

(b) Withholding. The Company or any Affiliate is authorized to withhold

from any Award, from any payment due or transfer made under any Award or from any compensation or other amount owing to a Participant the amount (in cash, Units, other securities, Units that would otherwise be issued pursuant to such Award or other property) of any applicable taxes payable in respect of the grant of an Award, its exercise, the lapse of restrictions thereon, or any payment or transfer under an Award or under the Plan and to take such other action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes.

(c) No Right to Employment. The grant of an Award shall not be construed

as giving a Participant the right to be retained in the employ of the Company or any Affiliate or to remain on the Board, as applicable. Further, the Company or an Affiliate may at any time dismiss a Participant from employment, free from any liability or any claim under the Plan, unless otherwise expressly provided in the Plan or in any Award agreement.

(d) Governing Law. The validity, construction, and effect of the Plan and

any rules and regulations relating to the Plan shall be determined in accordance with the laws of the State of Delaware and applicable federal law.

(e) Severability. If any provision of the Plan or any Award is or becomes

or is deemed to be invalid, illegal, or unenforceable in any jurisdiction or as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, Person or Award and the remainder of the Plan and any such Award shall remain in full force and effect.

(f) Other Laws. The Committee may refuse to issue or transfer any Units or

other consideration under an Award if, in its sole discretion, it determines that the issuance or transfer of such Units or such other consideration might violate any applicable law or regulation, the rules of the principal securities exchange on which the Units are then traded, or entitle the Partnership or an Affiliate to recover the same under Section 16(b) of the Exchange Act, and any payment tendered to the Company by a Participant, other holder or beneficiary in connection with the exercise of such Award shall be promptly refunded to the relevant Participant, holder or beneficiary.

(g) No Trust or Fund Created. Neither the Plan nor the Award shall create

or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Affiliate and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company or any Affiliate pursuant to an Award, such right shall be no greater than the right of any general unsecured creditor of the Company or any Affiliate.

(h) No Fractional Units. No fractional Units shall be issued or delivered

pursuant to the Plan or any Award, and the Committee shall determine whether cash, other securities, or other property shall be paid or transferred in lieu of any fractional Units or whether such fractional Units or any rights thereto shall be canceled, terminated, or otherwise eliminated.

(i) Headings. Headings are given to the Sections and subsections of the

Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.

SECTION 9. Term of the Plan.

The Plan shall be effective on the date of its approval by the Board and shall continue until the date terminated by the Board or Units are no longer available for grants of Awards under the Plan, whichever occurs first. However, unless otherwise expressly provided in the Plan or in an applicable Award Agreement, any Award granted prior to such termination, and the authority of the Board or the Committee to amend, alter, adjust, suspend, discontinue, or terminate any such Award or to waive any conditions or rights under such Award, shall extend beyond such termination date.

Payment on Vesting

TRANSACTION GRANT AGREEMENT

September 9, 1999

Greg L. Armstrong
500 Dallas St. Suite 700
Houston, TX 77002

Re: Grant of MLP Phantom Units

Dear Mr. Armstrong:

I am pleased to inform you that the Company hereby grants to you 75,000 MLP Phantom Units, with an equal number of distribution equivalent rights ("DERs"). A MLP Phantom Unit is a right to receive, upon vesting as provided below, a Common Unit of Plains All American Pipeline, L.P. (the "MLP") and a DER is a right to receive an amount in cash from the Company equal to the distributions made by MLP with respect to a Common Unit during the period ending on the earlier of December 31, 2003 or the date the tandem MLP Phantom Unit is paid to you or forfeited. The terms of this grant are set forth below.

1. Subject to the further vesting provisions below, the MLP Phantom Units will become vested (nonforfeitable) as follows:

(a) on December 31, 1999, (i) 1/9th of the total number of MLP Phantom Units granted you (the "Total Units") shall become vested if the Operating Surplus of the MLP for 1999 equals or exceeds the sum of the Minimum Quarterly Distributions ("MQDs") for such year with respect to the Common Units and the related General Partner Interest, and (ii) an additional 2/9ths of the Total Units shall become vested if the Operating Surplus of the MLP for 1999 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 1999;

(b) on December 31, 2000, (i) an additional 1/9th of the Total Units shall become vested if the Operating Surplus of the MLP for 2000 equals or exceeds the sum of the MQDs for such year with respect to the Common Units and the related General Partner Interest, and (ii) an additional 2/9ths of the Total Units shall become vested if the Operating Surplus of the MLP for 2000 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 2000;

(c) on December 31, 2001, (i) an additional 1/9th of the Total Units shall become vested if the Operating Surplus of the MLP for 2001 equals or exceeds the sum of the MQDs for such year with respect to the Common Units and the related General Partner Interest, and (ii) an additional 2/9ths of the Total Units shall become vested if the Operating Surplus of the MLP for 2001 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 2001;

(d) the MLP Phantom Units that would have vested at the end of 1999, 2000, or 2001 had the MQDs been paid such year(s) shall become vested on the date any arrearages in MQDs for such year(s) are paid;

(e) any MLP Phantom Units which have not vested pursuant subparagraphs (a)(ii), (b)(ii), or (c)(ii) above as of December 31, 2001 shall become vested upon, and in the same proportion as, the conversion of Subordinated Units to Common Units; and

(f) if the Company is removed as the General Partner of the MLP other than for Cause prior to January 1, 2002, the Phantom Units shall become vested on the date of such removal.

The terms Operating Surplus, Minimum Quarterly Distribution, General Partner Interest, and Cause shall have their respective meanings as set forth in the Amended and Restated Agreement of Limited Partnership of Plains All American Pipeline, L.P.; provided, however, Operating Surplus included in clause (a)(i) of the definition of Operating Surplus shall be excluded for purposes of this Agreement.

2. In the event of your termination of employment with the Company and its affiliates for any reason other than your death or a disability that entitles you to benefits under the long-term disability plan of the Company ("Disability"), all of your MLP Phantom Units not then vested shall automatically be forfeited unpaid as of your date of termination.

3. In the event of your termination of employment with the Company and its affiliates due to your death or Disability, your MLP Phantom Units shall continue to vest as provided in paragraph 1 above.

4. Vested MLP Phantom Units will be paid by the Company as soon as reasonably practicable following each vesting date.

5. DERs with respect to the MLP Phantom Units will be credited (without interest) to a Company ledger account (the "DER Account") for your benefit and upon payment of any vested MLP Phantom Units, the amounts then credited to your DER Account with respect to such vested units will be paid to you in cash. Any amount credited to the DER Account with respect to unvested MLP Phantom Units will be forfeited if and whenever such MLP Phantom Units are forfeited.

6. The Company will withhold any taxes due from your compensation as required by law, which, in the sole discretion of the Committee, may include withholding a number of MLP Common Units otherwise payable to you.

PLAINS ALL AMERICAN, INC.

By: /s/ Robert V. Sinnott

Robert V. Sinnott
Chairman of the Compensation Committee
of the Board of Directors

November 23, 1998

Mr. Harry Pefanis
4103 University Blvd.
Houston, Texas 77005

Re: Grant of MLP Phantom Units

Dear Harry:

I am pleased to inform you that the Company hereby grants to you 75,000 MLP Phantom Units, with an equal number of distribution equivalent rights ("DERs"). A MLP Phantom Unit is a right to receive, upon vesting as provided below, a Common Unit of Plains All American Pipeline, L.P. (the "MLP") and a DER is a right to receive an amount in cash from the Company equal to the distributions made by MLP with respect to a Common Unit during the period ending on the earlier of December 31, 2003 or the date the tandem MLP Phantom Unit is paid to you or forfeited. The terms of this grant are set forth below.

1. Subject to the further vesting provisions below, the MLP Phantom Units will become vested (nonforfeitable) as follows:

(a) on December 31, 1999, (i) 2/9ths of the total number of MLP Phantom Units granted you (the "Total Units") shall become vested if the Operating Surplus of the MLP for 1999 equals or exceeds the sum of the Minimum Quarterly Distributions ("MQDs") for such year with respect to the Common Units and the related General Partner Interest, and (ii) an additional 1/9th of the Total Units shall become vested if the Operating Surplus of the MLP for 1999 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 1999;

(b) on December 31, 2000, (i) an additional 2/9ths of the Total Units shall become vested if the Operating Surplus of the MLP for 2000 equals or exceeds the sum of the MQDs for such year with respect to the Common Units and the related General Partner Interest, and (ii) an additional 1/9th of the Total Units shall become vested if the Operating Surplus of the MLP for 2000 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 2000;

(c) on December 31, 2001, (i) an additional 2/9ths of the Total Units shall become vested if the Operating Surplus of the MLP for 2001 equals or exceeds the sum of the MQDs for such year with respect to the Common Units and the related General Partner Interest, and (ii) an additional 1/9th of the Total Units shall become vested if the Operating Surplus of the MLP for 2001 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 2001;

(d) the MLP Phantom Units that would have vested at the end of 1999, 2000, or 2001 had the MQDs been paid such year(s) shall become vested on the date any arrearages in MQDs for such year(s) are paid;

(e) any MLP Phantom Units which have not vested pursuant subparagraphs (a)(ii), (b)(ii), or (c)(ii) above as of December 31, 2001 shall become vested upon, and in the same proportion as, the conversion of Subordinated Units to Common Units; and

(f) if the Company is removed as the General Partner of the MLP other than for Cause prior to January 1, 2002, the Phantom Units shall become vested on the date of such removal.

The terms Operating Surplus, Minimum Quarterly Distribution, General Partner Interest, and Cause shall have their respective meanings as set forth in the Amended and Restated Agreement of Limited Partnership of Plains All American Pipeline, L.P.; provided, however, Operating Surplus included in clause (a)(i) of the definition of Operating Surplus shall be excluded for purposes of this Agreement.

2. In the event of your termination of employment with the Company and its affiliates for any reason other than your death or a disability that entitles you to benefits under the long-term disability plan of the Company ("Disability"), all of your MLP Phantom Units not then vested shall automatically be forfeited unpaid as of your date of termination.

3. In the event of your termination of employment with the Company and its affiliates due to your death or Disability, your MLP Phantom Units shall continue to vest as provided in paragraph 1 above.

4. Vested MLP Phantom Units will be paid by the Company as soon as reasonably practicable following each vesting date.

5. DERs with respect to the MLP Phantom Units will be credited (without interest) to a Company ledger account (the "DER Account") for your benefit and upon payment of any vested MLP Phantom Units, the amounts then credited to your DER Account with respect to such vested units will be paid to you in cash. Any amount credited to the DER Account with respect to unvested MLP Phantom Units will be forfeited if and whenever such MLP Phantom Units are forfeited.

6. The Company will withhold any taxes due from your compensation as required by law, which, in the sole discretion of the Committee, may include withholding a number of MLP Common Units otherwise payable to you.

PLAINS ALL AMERICAN INC.

By: /s/ Greg L. Armstrong

Name: Greg L. Armstrong
Title: Chairman of the Board and Chief
Executive Officer

November 23, 1998

Mr. George Coiner
7401 Calle Los Manzanos
Bakersfield, California 93309

Re: Grant of MLP Phantom Units

Dear George:

I am pleased to inform you that the Company hereby grants to you 50,000 MLP Phantom Units, with an equal number of distribution equivalent rights ("DERs"). A MLP Phantom Unit is a right to receive, upon vesting as provided below, a Common Unit of Plains All American Pipeline, L.P. (the "MLP") and a DER is a right to receive an amount in cash from the Company equal to the distributions made by MLP with respect to a Common Unit during the period ending on the earlier of December 31, 2003 or the date the tandem MLP Phantom Unit is paid to you or forfeited. The terms of this grant are set forth below.

1. Subject to the further vesting provisions below, the MLP Phantom Units will become vested (nonforfeitable) as follows:

(a) on December 31, 1999, (i) 2/9ths of the total number of MLP Phantom Units granted you (the "Total Units") shall become vested if the Operating Surplus of the MLP for 1999 equals or exceeds the sum of the Minimum Quarterly Distributions ("MQDs") for such year with respect to the Common Units and the related General Partner Interest, and (ii) an additional 1/9th of the Total Units shall become vested if the Operating Surplus of the MLP for 1999 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 1999;

(b) on December 31, 2000, (i) an additional 2/9ths of the Total Units shall become vested if the Operating Surplus of the MLP for 2000 equals or exceeds the sum of the MQDs for such year with respect to the Common Units and the related General Partner Interest, and (ii) an additional 1/9th of the Total Units shall become vested if the Operating Surplus of the MLP for 2000 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 2000;

(c) on December 31, 2001, (i) an additional 2/9ths of the Total Units shall become vested if the Operating Surplus of the MLP for 2001 equals or exceeds the sum of the MQDs for such year with respect to the Common Units and the related General Partner Interest, and (ii) an additional 1/9th of the Total Units shall become vested if the Operating Surplus of the MLP for 2001 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 2001;

(d) the MLP Phantom Units that would have vested at the end of 1999, 2000, or 2001 had the MQDs been paid such year(s) shall become vested on the date any arrearages in MQDs for such year(s) are paid;

(e) any MLP Phantom Units which have not vested pursuant subparagraphs (a)(ii), (b)(ii), or (c)(ii) above as of December 31, 2001 shall become vested upon, and in the same proportion as, the conversion of Subordinated Units to Common Units; and

(f) if the Company is removed as the General Partner of the MLP other than for Cause prior to January 1, 2002, the Phantom Units shall become vested on the date of such removal.

The terms Operating Surplus, Minimum Quarterly Distribution, General Partner Interest, and Cause shall have their respective meanings as set forth in the Amended and Restated Agreement of Limited Partnership of Plains All American Pipeline, L.P.; provided, however, Operating Surplus included in clause (a)(i) of the definition of Operating Surplus shall be excluded for purposes of this Agreement.

2. In the event of your termination of employment with the Company and its affiliates for any reason other than your death or a disability that entitles you to benefits under the long-term disability plan of the Company ("Disability"), all of your MLP Phantom Units not then vested shall automatically be forfeited unpaid as of your date of termination.

3. In the event of your termination of employment with the Company and its affiliates due to your death or Disability, your MLP Phantom Units shall continue to vest as provided in paragraph 1 above.

4. Vested MLP Phantom Units will be paid by the Company as soon as reasonably practicable following each vesting date.

5. DERs with respect to the MLP Phantom Units will be credited (without interest) to a Company ledger account (the "DER Account") for your benefit and upon payment of any vested MLP Phantom Units, the amounts then credited to your DER Account with respect to such vested units will be paid to you in cash. Any amount credited to the DER Account with respect to unvested MLP Phantom Units will be forfeited if and whenever such MLP Phantom Units are forfeited.

6. The Company will withhold any taxes due from your compensation as required by law, which, in the sole discretion of the Committee, may include withholding a number of MLP Common Units otherwise payable to you.

PLAINS ALL AMERICAN INC.

By: /s/ Harry N. Pefanis

Name: Harry N. Pefanis

Title: President

November 23, 1998

Mr. Tom Fewox
6531 Sussex Court
Spring, Texas 77389

Re: Grant of MLP Phantom Units

Dear Tom:

I am pleased to inform you that the Company hereby grants to you 50,000 MLP Phantom Units, with an equal number of distribution equivalent rights ("DERs"). A MLP Phantom Unit is a right to receive, upon vesting as provided below, a Common Unit of Plains All American Pipeline, L.P. (the "MLP") and a DER is a right to receive an amount in cash from the Company equal to the distributions made by MLP with respect to a Common Unit during the period ending on the earlier of December 31, 2003 or the date the tandem MLP Phantom Unit is paid to you or forfeited. The terms of this grant are set forth below.

1. Subject to the further vesting provisions below, the MLP Phantom Units will become vested (nonforfeitable) as follows:

(a) on December 31, 1999, (i) 2/9ths of the total number of MLP Phantom Units granted you (the "Total Units") shall become vested if the Operating Surplus of the MLP for 1999 equals or exceeds the sum of the Minimum Quarterly Distributions ("MQDs") for such year with respect to the Common Units and the related General Partner Interest, and (ii) an additional 1/9th of the Total Units shall become vested if the Operating Surplus of the MLP for 1999 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 1999;

(b) on December 31, 2000, (i) an additional 2/9ths of the Total Units shall become vested if the Operating Surplus of the MLP for 2000 equals or exceeds the sum of the MQDs for such year with respect to the Common Units and the related General Partner Interest, and (ii) an additional 1/9th of the Total Units shall become vested if the Operating Surplus of the MLP for 2000 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 2000;

(c) on December 31, 2001, (i) an additional 2/9ths of the Total Units shall become vested if the Operating Surplus of the MLP for 2001 equals or exceeds the sum of the MQDs for such year with respect to the Common Units and the related General Partner Interest, and (ii) an additional 1/9th of the Total Units shall become vested if the Operating Surplus of the MLP for 2001 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 2001;

(d) the MLP Phantom Units that would have vested at the end of 1999, 2000, or 2001 had the MQDs been paid such year(s) shall become vested on the date any arrearages in MQDs for such year(s) are paid;

(e) any MLP Phantom Units which have not vested pursuant subparagraphs (a)(ii), (b)(ii), or (c)(ii) above as of December 31, 2001 shall become vested upon, and in the same proportion as, the conversion of Subordinated Units to Common Units; and

(f) if the Company is removed as the General Partner of the MLP other than for Cause prior to January 1, 2002, the Phantom Units shall become vested on the date of such removal.

The terms Operating Surplus, Minimum Quarterly Distribution, General Partner Interest, and Cause shall have their respective meanings as set forth in the Amended and Restated Agreement of Limited Partnership of Plains All American Pipeline, L.P.; provided, however, Operating Surplus included in clause (a)(i) of the definition of Operating Surplus shall be excluded for purposes of this Agreement.

2. In the event of your termination of employment with the Company and its affiliates for any reason other than your death or a disability that entitles you to benefits under the long-term disability plan of the Company ("Disability"), all of your MLP Phantom Units not then vested shall automatically be forfeited unpaid as of your date of termination.

3. In the event of your termination of employment with the Company and its affiliates due to your death or Disability, your MLP Phantom Units shall continue to vest as provided in paragraph 1 above.

4. Vested MLP Phantom Units will be paid by the Company as soon as reasonably practicable following each vesting date.

5. DERs with respect to the MLP Phantom Units will be credited (without interest) to a Company ledger account (the "DER Account") for your benefit and upon payment of any vested MLP Phantom Units, the amounts then credited to your DER Account with respect to such vested units will be paid to you in cash. Any amount credited to the DER Account with respect to unvested MLP Phantom Units will be forfeited if and whenever such MLP Phantom Units are forfeited.

6. The Company will withhold any taxes due from your compensation as required by law, which, in the sole discretion of the Committee, may include withholding a number of MLP Common Units otherwise payable to you.

PLAINS ALL AMERICAN INC.

By: /s/ Harry N. Pefanis

Name: Harry N. Pefanis

Title: President

November 23, 1998

Mr. Kent Finley
4605 Teakwood
Midland, Texas 79707

Re: Grant of MLP Phantom Units

Dear Kent:

I am pleased to inform you that the Company hereby grants to you 50,000 MLP Phantom Units, with an equal number of distribution equivalent rights ("DERs"). A MLP Phantom Unit is a right to receive, upon vesting as provided below, a Common Unit of Plains All American Pipeline, L.P. (the "MLP") and a DER is a right to receive an amount in cash from the Company equal to the distributions made by MLP with respect to a Common Unit during the period ending on the earlier of December 31, 2003 or the date the tandem MLP Phantom Unit is paid to you or forfeited. The terms of this grant are set forth below.

1. Subject to the further vesting provisions below, the MLP Phantom Units will become vested (nonforfeitable) as follows:

(a) on December 31, 1999, (i) 2/9ths of the total number of MLP Phantom Units granted you (the "Total Units") shall become vested if the Operating Surplus of the MLP for 1999 equals or exceeds the sum of the Minimum Quarterly Distributions ("MQDs") for such year with respect to the Common Units and the related General Partner Interest, and (ii) an additional 1/9th of the Total Units shall become vested if the Operating Surplus of the MLP for 1999 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 1999;

(b) on December 31, 2000, (i) an additional 2/9ths of the Total Units shall become vested if the Operating Surplus of the MLP for 2000 equals or exceeds the sum of the MQDs for such year with respect to the Common Units and the related General Partner Interest, and (ii) an additional 1/9th of the Total Units shall become vested if the Operating Surplus of the MLP for 2000 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 2000;

(c) on December 31, 2001, (i) an additional 2/9ths of the Total Units shall become vested if the Operating Surplus of the MLP for 2001 equals or exceeds the sum of the MQDs for such year with respect to the Common Units and the related General Partner Interest, and (ii) an additional 1/9th of the Total Units shall become vested if the Operating Surplus of the MLP for 2001 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 2001;

(d) the MLP Phantom Units that would have vested at the end of 1999, 2000, or 2001 had the MQDs been paid such year(s) shall become vested on the date any arrearages in MQDs for such year(s) are paid;

(e) any MLP Phantom Units which have not vested pursuant subparagraphs (a)(ii), (b)(ii), or (c)(ii) above as of December 31, 2001 shall become vested upon, and in the same proportion as, the conversion of Subordinated Units to Common Units; and

(f) if the Company is removed as the General Partner of the MLP other than for Cause prior to January 1, 2002, the Phantom Units shall become vested on the date of such removal.

The terms Operating Surplus, Minimum Quarterly Distribution, General Partner Interest, and Cause shall have their respective meanings as set forth in the Amended and Restated Agreement of Limited Partnership of Plains All American Pipeline, L.P.; provided, however, Operating Surplus included in clause (a)(i) of the definition of Operating Surplus shall be excluded for purposes of this Agreement.

2. In the event of your termination of employment with the Company and its affiliates for any reason other than your death or a disability that entitles you to benefits under the long-term disability plan of the Company ("Disability"), all of your MLP Phantom Units not then vested shall automatically be forfeited unpaid as of your date of termination.

3. In the event of your termination of employment with the Company and its affiliates due to your death or Disability, your MLP Phantom Units shall continue to vest as provided in paragraph 1 above.

4. Vested MLP Phantom Units will be paid by the Company as soon as reasonably practicable following each vesting date.

5. DERs with respect to the MLP Phantom Units will be credited (without interest) to a Company ledger account (the "DER Account") for your benefit and upon payment of any vested MLP Phantom Units, the amounts then credited to your DER Account with respect to such vested units will be paid to you in cash. Any amount credited to the DER Account with respect to unvested MLP Phantom Units will be forfeited if and whenever such MLP Phantom Units are forfeited.

6. The Company will withhold any taxes due from your compensation as required by law, which, in the sole discretion of the Committee, may include withholding a number of MLP Common Units otherwise payable to you.

PLAINS ALL AMERICAN INC.

By: /s/ Harry N. Pefanis

Name: Harry N. Pefanis

Title: President

November 23, 1998

Mr. Jim Stewart
6311 Kingscrest Lane
Spring, Texas 77389

Re: Grant of MLP Phantom Units

Dear Jim:

I am pleased to inform you that the Company hereby grants to you 50,000 MLP Phantom Units, with an equal number of distribution equivalent rights ("DERs"). A MLP Phantom Unit is a right to receive, upon vesting as provided below, a Common Unit of Plains All American Pipeline, L.P. (the "MLP") and a DER is a right to receive an amount in cash from the Company equal to the distributions made by MLP with respect to a Common Unit during the period ending on the earlier of December 31, 2003 or the date the tandem MLP Phantom Unit is paid to you or forfeited. The terms of this grant are set forth below.

1. Subject to the further vesting provisions below, the MLP Phantom Units will become vested (nonforfeitable) as follows:

(a) on December 31, 1999, (i) 2/9ths of the total number of MLP Phantom Units granted you (the "Total Units") shall become vested if the Operating Surplus of the MLP for 1999 equals or exceeds the sum of the Minimum Quarterly Distributions ("MQDs") for such year with respect to the Common Units and the related General Partner Interest, and (ii) an additional 1/9th of the Total Units shall become vested if the Operating Surplus of the MLP for 1999 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 1999;

(b) on December 31, 2000, (i) an additional 2/9ths of the Total Units shall become vested if the Operating Surplus of the MLP for 2000 equals or exceeds the sum of the MQDs for such year with respect to the Common Units and the related General Partner Interest, and (ii) an additional 1/9th of the Total Units shall become vested if the Operating Surplus of the MLP for 2000 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 2000;

(c) on December 31, 2001, (i) an additional 2/9ths of the Total Units shall become vested if the Operating Surplus of the MLP for 2001 equals or exceeds the sum of the MQDs for such year with respect to the Common Units and the related General Partner Interest, and (ii) an additional 1/9th of the Total Units shall become vested if the Operating Surplus of the MLP for 2001 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 2001;

(d) the MLP Phantom Units that would have vested at the end of 1999, 2000, or 2001 had the MQDs been paid such year(s) shall become vested on the date any arrearages in MQDs for such year(s) are paid;

(e) any MLP Phantom Units which have not vested pursuant subparagraphs (a)(ii), (b)(ii), or (c)(ii) above as of December 31, 2001 shall become vested upon, and in the same proportion as, the conversion of Subordinated Units to Common Units; and

(f) if the Company is removed as the General Partner of the MLP other than for Cause prior to January 1, 2002, the Phantom Units shall become vested on the date of such removal.

The terms Operating Surplus, Minimum Quarterly Distribution, General Partner Interest, and Cause shall have their respective meanings as set forth in the Amended and Restated Agreement of Limited Partnership of Plains All American Pipeline, L.P.; provided, however, Operating Surplus included in clause (a)(i) of the definition of Operating Surplus shall be excluded for purposes of this Agreement.

2. In the event of your termination of employment with the Company and its affiliates for any reason other than your death or a disability that entitles you to benefits under the long-term disability plan of the Company ("Disability"), all of your MLP Phantom Units not then vested shall automatically be forfeited unpaid as of your date of termination.

3. In the event of your termination of employment with the Company and its affiliates due to your death or Disability, your MLP Phantom Units shall continue to vest as provided in paragraph 1 above.

4. Vested MLP Phantom Units will be paid by the Company as soon as reasonably practicable following each vesting date.

5. DERs with respect to the MLP Phantom Units will be credited (without interest) to a Company ledger account (the "DER Account") for your benefit and upon payment of any vested MLP Phantom Units, the amounts then credited to your DER Account with respect to such vested units will be paid to you in cash. Any amount credited to the DER Account with respect to unvested MLP Phantom Units will be forfeited if and whenever such MLP Phantom Units are forfeited.

6. The Company will withhold any taxes due from your compensation as required by law, which, in the sole discretion of the Committee, may include withholding a number of MLP Common Units otherwise payable to you.

PLAINS ALL AMERICAN INC.

By: /s/ Harry N. Pefanis

Name: Harry N. Pefanis
Title: President

November 23, 1998

Mr. Mark Thomas
5004 Stoneleigh Drive
Midland, Texas 79705

Re: Grant of MLP Phantom Units

Dear Mark:

I am pleased to inform you that the Company hereby grants to you 50,000 MLP Phantom Units, with an equal number of distribution equivalent rights ("DERs"). A MLP Phantom Unit is a right to receive, upon vesting as provided below, a Common Unit of Plains All American Pipeline, L.P. (the "MLP") and a DER is a right to receive an amount in cash from the Company equal to the distributions made by MLP with respect to a Common Unit during the period ending on the earlier of December 31, 2003 or the date the tandem MLP Phantom Unit is paid to you or forfeited. The terms of this grant are set forth below.

1. Subject to the further vesting provisions below, the MLP Phantom Units will become vested (nonforfeitable) as follows:

(a) on December 31, 1999, (i) 2/9ths of the total number of MLP Phantom Units granted you (the "Total Units") shall become vested if the Operating Surplus of the MLP for 1999 equals or exceeds the sum of the Minimum Quarterly Distributions ("MQDs") for such year with respect to the Common Units and the related General Partner Interest, and (ii) an additional 1/9th of the Total Units shall become vested if the Operating Surplus of the MLP for 1999 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 1999;

(b) on December 31, 2000, (i) an additional 2/9ths of the Total Units shall become vested if the Operating Surplus of the MLP for 2000 equals or exceeds the sum of the MQDs for such year with respect to the Common Units and the related General Partner Interest, and (ii) an additional 1/9th of the Total Units shall become vested if the Operating Surplus of the MLP for 2000 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 2000;

(c) on December 31, 2001, (i) an additional 2/9ths of the Total Units shall become vested if the Operating Surplus of the MLP for 2001 equals or exceeds the sum of the MQDs for such year with respect to the Common Units and the related General Partner Interest, and (ii) an additional 1/9th of the Total Units shall become vested if the Operating Surplus of the MLP for 2001 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 2001;

(d) the MLP Phantom Units that would have vested at the end of 1999, 2000, or 2001 had the MQDs been paid such year(s) shall become vested on the date any arrearages in MQDs for such year(s) are paid;

(e) any MLP Phantom Units which have not vested pursuant subparagraphs (a)(ii), (b)(ii), or (c)(ii) above as of December 31, 2001 shall become vested upon, and in the same proportion as, the conversion of Subordinated Units to Common Units; and

(f) if the Company is removed as the General Partner of the MLP other than for Cause prior to January 1, 2002, the Phantom Units shall become vested on the date of such removal.

The terms Operating Surplus, Minimum Quarterly Distribution, General Partner Interest, and Cause shall have their respective meanings as set forth in the Amended and Restated Agreement of Limited Partnership of Plains All American Pipeline, L.P.; provided, however, Operating Surplus included in clause (a)(i) of the definition of Operating Surplus shall be excluded for purposes of this Agreement.

2. In the event of your termination of employment with the Company and its affiliates for any reason other than your death or a disability that entitles you to benefits under the long-term disability plan of the Company ("Disability"), all of your MLP Phantom Units not then vested shall automatically be forfeited unpaid as of your date of termination.

3. In the event of your termination of employment with the Company and its affiliates due to your death or Disability, your MLP Phantom Units shall continue to vest as provided in paragraph 1 above.

4. Vested MLP Phantom Units will be paid by the Company as soon as reasonably practicable following each vesting date.

5. DERs with respect to the MLP Phantom Units will be credited (without interest) to a Company ledger account (the "DER Account") for your benefit and upon payment of any vested MLP Phantom Units, the amounts then credited to your DER Account with respect to such vested units will be paid to you in cash. Any amount credited to the DER Account with respect to unvested MLP Phantom Units will be forfeited if and whenever such MLP Phantom Units are forfeited.

6. The Company will withhold any taxes due from your compensation as required by law, which, in the sole discretion of the Committee, may include withholding a number of MLP Common Units otherwise payable to you.

PLAINS ALL AMERICAN INC.

By: /s/ Harry N. Pefanis

Name: Harry N. Pefanis

Title: President