

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

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 of principal executive offices, including zip code)

Phantom Unit Grant Agreement for Phillip D. Kramer
Phantom Unit Grant Agreement for Cynthia A. Feedback
Phantom Unit Grant Agreement for William C. Egg, Jr.
Phantom Unit Grant Agreement for James G. Hester
(Full title of the plans)

Tim Moore
Vice President, General Counsel and Secretary
Plains All American Inc.
500 Dallas, Suite 700
Houston, Texas 77002
(Name and address of agent for service)

(713) 654-1414
(Telephone number, including area code, of agent for service)

Copies to:
David P. Oelman
Vinson & Elkins L.L.P.
2300 First City Tower, 1001 Fannin
Houston, Texas 77002
(713) 758-2222

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Maximum Amount to be registered (1)	Proposed maximum offering price per share (2)	Proposed maximum aggregate offering price	Amount of registration fee
Common Units representing limited partner interests.....	50,000 units	\$20.00	\$1,000,000	\$250.00

(1) Pursuant to Rule 416(c) under the Securities Act of 1933, as amended, this registration statement shall also cover any additional common units that become issuable under the phantom unit agreements by reason of any unit dividend, unit split, recapitalization or any other similar transaction effected without the receipt of consideration which results in an increase in the number of the registrant's outstanding common units.

(2) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(h) under the Securities Act of 1933, as amended.

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents 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) promulgated under the Securities Act of 1933, as amended (the "Securities Act").

PART II
INFORMATION REQUIRED IN THIS REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

We incorporate by reference and make a part of this registration statement the following documents as of their respective dates as filed with the Securities and Exchange Commission.

- . the Partnership's Annual Report on Form 10-K for the year ended December 31, 1999, filed March 30, 2000;
- . the Partnership's Quarterly Report on Form 10-Q for the period ended March 31, 2000, filed May 15, 2000;
- . the Partnership's Quarterly Report on Form 10-Q for the period ended June 30, 2000, filed August 14, 2000;
- . the Partnership's Quarterly Report on Form 10-Q for the period ended September 30, 2000, filed November 14, 2000;
- . the description of the Partnership's Common Units contained in its Registration Statement on Form 8-A filed November 3, 1998; and
- . the Partnership's Current Report on Form 8-K filed September 15, 2000.

All documents we file pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), subsequent to the effective date of this registration statement, prior to the filing of a post-effective amendment which indicates that all securities offered by this registration statement have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference and to be a part of this registration statement from the date of filing of such documents. Any statement contained herein or in any document incorporated or deemed to be incorporated by reference shall be deemed to be modified or superseded for purposes of this registration statement to the extent that a statement contained in any other subsequently filed document which also is or is deemed to be incorporated by reference modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed to constitute a part of this registration statement, except as so modified or superseded.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

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.

Not applicable.

Item 8. Exhibits.

Unless otherwise indicated below as being incorporated by reference to another filing of the Partnership with the Commission, each of the following exhibits is filed herewith:

Exhibit Number -----	Description -----
5.1	- Opinion of Tim Moore as to the validity of the securities being registered
23.1	- Consent of PricewaterhouseCoopers LLP
23.5	- Consent of Tim Moore (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	- Phantom Unit Grant Agreement for Phillip D. Kramer
99.2	- Phantom Unit Grant Agreement for Cynthia A. Feedback
99.3	- Phantom Unit Grant Agreement for William C. Egg, Jr.
99.4	- Phantom Unit Grant Agreement for James G. Hester

Item 9. Undertakings.

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:

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

(b) To reflect in the prospectus any facts or events arising after the effective date of this registration statement (or the most recent post-effective amendment hereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this 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 Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

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

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

(4) That, for the 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.

(5) 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 foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the 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, 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 the 22nd day of January, 2001.

Plains All American Pipeline, L.P.

By: Plains All American Inc.,
its general partner

By: /s/ Greg L. Armstrong

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

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Tim Moore and Phillip D. Kramer, and each of them, with full power of substitution, their true and lawful attorneys-in-fact and agents to do any and all acts and things in the undersigned's name and on the undersigned's behalf in the undersigned's capacity as an officer or director of Plains All American, Inc. in connection with, and only in connection with, the filing of this registration statement (including, but not limited to, the execution of any and all instruments for the undersigned in the undersigned's name which such person may deem necessary or advisable to enable Plains All American to comply with the Securities Act of 1933, as amended (the "Act") and rules, regulations and requirements of the Securities and Exchange Commission, in connection with the filing of this registration statement), including specifically, but not limited to, the power and authority to sign for the undersigned any and all amendments, including post-effective amendments; and the undersigned does hereby ratify and confirm all that such person or persons shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the 22nd day of January, 2001.

Signature

Title

/s/ Greg L. Armstrong

Greg L. Armstrong

Chairman of the Board and Chief Executive
Officer (Principal Executive Officer)

/s/ Harry N. Pefanis

Harry N. Pefanis

Chief Operating Officer and Director

/s/ Phillip D. Kramer

Phillip D. Kramer

Executive Vice President and Chief Financial
Officer (Principal Financial Officer)

/s/ Cynthia A. Feedback

Cynthia A. Feedback

Treasurer (Principal Accounting Officer)

/s/ Everardo Goyanes

Everardo Goyanes

Director

/s/ Robert V. Sinnott

Robert V. Sinnott

Director

/s/ Arthur L. Smith

Arthur L. Smith

Director

INDEX TO EXHIBITS

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January 22, 2001

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 50,000 common units representing limited partnership interests in the Partnership (the "Common Units") in connection with the respective Phantom Unit Grant Agreements attached as Exhibits 99.1 through 99.4 (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/ Tim Moore

Tim Moore

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, 2000 relating to the consolidated financial statements, which appears in Plains All American Pipeline, L.P.'s Annual Report on Form 10-K/A for the year ended December 31, 1999.

/s/ PRICEWATERHOUSECOOPERS LLP

PricewaterhouseCoopers LLP

Houston, Texas
January 22, 2001

Payment on Vesting

PHANTOM UNIT GRANT AGREEMENT

October 2, 2000

Phillip D. Kramer
500 Dallas St. Suite 700
Houston, TX 77002

Re: Grant of MLP Phantom Units

Dear Mr. Kramer:

I am pleased to inform you that the Company hereby grants to you 30,000 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 beginning on July 1, 2000 and 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 January 1, 2001, (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 2000 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 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;

(b) on January 1, 2002, (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;

(c) on January 1, 2003, (i) an additional 1/9th of the Total Units shall become vested if the Operating Surplus of the MLP for 2002 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 2002 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 2002;

(d) the MLP Phantom Units that would have vested at January 1 of 2001, 2002 or 2003 had the MQDs been paid in 2000, 2001 or 2002, respectively, shall become vested on the date any arrearages in MQDs for such year(s) are paid in full;

(e) any MLP Phantom Units that would have become vested under subparagraphs (a), (b) or (c) above but for the failure to meet the requirements of subparagraphs (a)(ii), (b)(ii), or (c)(ii), respectively, 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 2, 2003, 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 as required by law, which (in the sole discretion of the Company) may include withholding a number of MLP Common Units otherwise payable to you.

Terms used herein that are not defined herein have the meaning set forth in the Second Amended and Restated Agreement of Limited Partnership of Plains All American Pipeline, L.P., as amended (the "Partnership Agreement"). Copies of the Partnership Agreement are available upon request. Please execute and return this Agreement to the General Counsel. The attached copy of the Agreement is for your files.

PLAINS ALL AMERICAN INC.

By: /s/ Harry N. Pefanis

Harry N. Pefanis, President

/s/ Phillip D. Kramer

(sign here)

Dated: October 2, 2000

Payment on Vesting

PHANTOM UNIT GRANT AGREEMENT

October 2, 2000

Cynthia A. Feedback
500 Dallas St. Suite 700
Houston, TX 77002

Re: Grant of MLP Phantom Units

Dear Ms. Feedback:

I am pleased to inform you that the Company hereby grants to you 10,000 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 beginning on July 1, 2000 and 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 January 1, 2001, (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 2000 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 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;

(b) on January 1, 2002, (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;

(c) on January 1, 2003, (i) an additional 1/9th of the Total Units shall become vested if the Operating Surplus of the MLP for 2002 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 2002 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 2002;

(d) the MLP Phantom Units that would have vested at January 1 of 2001, 2002 or 2003 had the MQDs been paid in 2000, 2001 or 2002, respectively, shall become vested on the date any arrearages in MQDs for such year(s) are paid in full;

(e) any MLP Phantom Units that would have become vested under subparagraphs (a), (b) or (c) above but for the failure to meet the requirements of subparagraphs (a)(ii), (b)(ii), or (c)(ii), respectively, 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 2, 2003, 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 as required by law, which (in the sole discretion of the Company) may include withholding a number of MLP Common Units otherwise payable to you.

Terms used herein that are not defined herein have the meaning set forth in the Second Amended and Restated Agreement of Limited Partnership of Plains All American Pipeline, L.P., as amended (the "Partnership Agreement"). Copies of the Partnership Agreement are available upon request. Please execute and return this Agreement to the General Counsel. The attached copy of the Agreement is for your files.

PLAINS ALL AMERICAN INC.

By: /s/ Harry N. Pefanis

Harry N. Pefanis, President

/s/ Cynthia A. Feedback

(sign here)

Dated: October 2, 2000

Payment on Vesting

PHANTOM UNIT GRANT AGREEMENT

October 2, 2000

William C. Egg, Jr.
500 Dallas St. Suite 700
Houston, TX 77002

Re: Grant of MLP Phantom Units

Dear Mr. Egg:

I am pleased to inform you that the Company hereby grants to you 5,000 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 beginning on July 1, 2000 and 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 January 1, 2001, (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 2000 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 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;

(b) on January 1, 2002, (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;

(c) on January 1, 2003, (i) an additional 1/9th of the Total Units shall become vested if the Operating Surplus of the MLP for 2002 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 2002 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 2002;

(d) the MLP Phantom Units that would have vested at January 1 of 2001, 2002 or 2003 had the MQDs been paid in 2000, 2001 or 2002, respectively, shall become vested on the date any arrearages in MQDs for such year(s) are paid in full;

(e) any MLP Phantom Units that would have become vested under subparagraphs (a), (b) or (c) above but for the failure to meet the requirements of subparagraphs (a)(ii), (b)(ii), or (c)(ii), respectively, 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 2, 2003, 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 as required by law, which (in the sole discretion of the Company) may include withholding a number of MLP Common Units otherwise payable to you.

Terms used herein that are not defined herein have the meaning set forth in the Second Amended and Restated Agreement of Limited Partnership of Plains All American Pipeline, L.P., as amended (the "Partnership Agreement"). Copies of the Partnership Agreement are available upon request. Please execute and return this Agreement to the General Counsel. The attached copy of the Agreement is for your files.

PLAINS ALL AMERICAN INC.

By: /s/ Harry N. Pefanis

Harry N. Pefanis, President

/s/ William C. Egg, Jr.

(sign here)

Dated: October 2, 2000

PHANTOM UNIT GRANT AGREEMENT

October 2, 2000

James G. Hester
500 Dallas St. Suite 700
Houston, TX 77002

Re: Grant of MLP Phantom Units

Dear Mr. Hester:

I am pleased to inform you that the Company hereby grants to you 5,000 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 beginning on July 1, 2000 and 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 January 1, 2001, (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 2000 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 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;

(b) on January 1, 2002, (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;

(c) on January 1, 2003, (i) an additional 1/9th of the Total Units shall become vested if the Operating Surplus of the MLP for 2002 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 2002 equals or exceeds the sum of the MQDs with respect to the Common Units and Subordinated Units and the related General Partner Interest for 2002;

(d) the MLP Phantom Units that would have vested at January 1 of 2001, 2002 or 2003 had the MQDs been paid in 2000, 2001 or 2002, respectively, shall become vested on the date any arrearages in MQDs for such year(s) are paid in full;

(e) any MLP Phantom Units that would have become vested under subparagraphs (a), (b) or (c) above but for the failure to meet the requirements of subparagraphs (a)(ii), (b)(ii), or (c)(ii), respectively, 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 2, 2003, 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 as required by law, which (in the sole discretion of the Company) may include withholding a number of MLP Common Units otherwise payable to you.

Terms used herein that are not defined herein have the meaning set forth in the Second Amended and Restated Agreement of Limited Partnership of Plains All American Pipeline, L.P., as amended (the "Partnership Agreement"). Copies of the Partnership Agreement are available upon request. Please execute and return this Agreement to the General Counsel. The attached copy of the Agreement is for your files.

PLAINS ALL AMERICAN INC.

By: /s/ Harry N. Pefanis

Harry N. Pefanis, President

/s/ James G. Hester

(sign here)

Dated: October 2, 2000