

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported) – **August 14, 2015**

**Plains All American Pipeline, L.P.**

(Exact name of registrant as specified in its charter)

**DELAWARE**  
(State or other jurisdiction of  
incorporation)

**1-14569**  
(Commission File Number)

**76-0582150**  
(IRS Employer Identification No.)

**333 Clay Street, Suite 1600, Houston, Texas 77002**  
(Address of principal executive offices) (Zip Code)

**713-646-4100**  
(Registrant's telephone number, including area code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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**ITEM 1.01 Entry into a Material Definitive Agreement**

***Amendment to 364-Day Credit Agreement***

On August 14, 2015, Plains All American Pipeline, L.P. (the "Partnership"), entered into that certain First Amendment to 364-Day Credit Agreement (the "364-Day Amendment") amending the terms of its 364-Day Credit Agreement dated January 16, 2015 (the "364-Day Credit Agreement"), among the Partnership, as Borrower; Bank of America, N.A., as Administrative Agent; Citibank, N.A., JPMorgan Chase Bank N.A. and Wells Fargo Bank, National Association, as Co-Syndication Agents; DNB Bank ASA, New York Branch and Mizuho Bank, Ltd., as Co-Documentation Agents; the other Lenders party thereto; and Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global Markets Inc., DNB Markets, Inc., J.P. Morgan Securities LLC, Mizuho Bank, Ltd. and Wells Fargo Securities, LLC, as Joint Lead Arrangers and Joint Bookrunners. Pursuant to the 364-Day Amendment, the Maturity Date of the 364-Day credit facility has been extended to August 12, 2016. Terms used but not defined herein have the meanings assigned to them in the 364-Day Credit Agreement.

The above description of the 364-Day Amendment is qualified in its entirety by the terms of the 364-Day Amendment, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

**ITEM 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant**

The disclosure set forth above in Item 1.01 is incorporated by reference herein.

**ITEM 8.01 Other Events**

***Extension of Hedged Inventory Facility***

Effective on and as of August 14, 2015, pursuant to Section 2.14 of that certain Third Amended and Restated Credit Agreement dated as of August 19, 2011 among Plains Marketing, L.P. and Plains Midstream Canada ULC ("PMC"), as Borrowers; the Partnership, as Guarantor; Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer; Wells Fargo Bank, National Association, as an L/C Issuer; and the other Lenders party thereto (as amended, the "Hedged Inventory Facility"), each Lender under the Hedged Inventory Facility consented to an extension of such Lender's Maturity Date for

one additional year from the Existing Maturity Date. As a result, the Maturity Date of each Lender has been extended to August 16, 2018. Terms used but not defined herein have the meanings assigned to them in the Hedged Inventory Facility.

### **Extension of Revolving Credit Facility**

Effective on and as of August 14, 2015, pursuant to Section 2.14 of that certain Credit Agreement dated as of August 19, 2011 among the Partnership and PMC, as Borrowers; Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer; Wells Fargo Bank, National Association, as an L/C Issuer; and the other Lenders party thereto (as amended, the "Credit Agreement"), each Lender under the Credit Agreement consented to an extension of such Lender's Maturity Date for one additional year from the Existing Maturity Date. As a result, the Maturity Date of each Lender has been extended to August 14, 2020. Terms used but not defined herein have the meanings assigned to them in the Credit Agreement.

### **ITEM 9.01. Financial Statements and Exhibits.**

#### **(d) Exhibits**

- Exhibit 10.1 – First Amendment to 364-Day Credit Agreement dated August 14, 2015 among Plains All American Pipeline, L.P., as Borrower; Bank of America, N.A., as Administrative Agent; Citibank, N.A., JPMorgan Chase Bank N.A. and Wells Fargo Bank, National Association, as Co-Syndication Agents; DNB Bank ASA, New York Branch and Mizuho Bank, Ltd., as Co-Documentation Agents; the other Lenders party thereto; and Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global Markets Inc., DNB Markets, Inc., J.P. Morgan Securities LLC, Mizuho Bank, Ltd. and Wells Fargo Securities, LLC, as Joint Lead Arrangers and Joint Bookrunners.

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### **SIGNATURES**

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

PLAINS ALL AMERICAN PIPELINE, L.P.

Date: August 14, 2015

By: PAA GP LLC, its general partner

By: Plains AAP, L.P., its sole member

By: Plains All American GP LLC, its general partner

By: /s/ Richard McGee

Name: Richard McGee

Title: Executive Vice President

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### **INDEX TO EXHIBITS**

<b>Exhibit No.</b>	<b>Description</b>
10.1	First Amendment to 364-Day Credit Agreement dated August 14, 2015 among Plains All American Pipeline, L.P., as Borrower; Bank of America, N.A., as Administrative Agent; Citibank, N.A., JPMorgan Chase Bank N.A. and Wells Fargo Bank, National Association, as Co-Syndication Agents; DNB Bank ASA, New York Branch and Mizuho Bank, Ltd., as Co-Documentation Agents; the other Lenders party thereto; and Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global Markets Inc., DNB Markets, Inc., J.P. Morgan Securities LLC, Mizuho Bank, Ltd. and Wells Fargo Securities, LLC, as Joint Lead Arrangers and Joint Bookrunners.

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**FIRST AMENDMENT TO 364-DAY CREDIT AGREEMENT**

Dated as of August 14, 2015

among

**PLAINS ALL AMERICAN PIPELINE, L.P.,**

as Borrower,

**BANK OF AMERICA, N.A.,**

as Administrative Agent,

and

**CITIBANK, N.A., JPMORGAN CHASE BANK, N.A.  
and WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Co-Syndication Agents,

**DNB BANK ASA, NEW YORK BRANCH and MIZUHO BANK, LTD.,**  
as Co-Documentation Agents,

and

The Other Lenders Party Hereto

**MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED  
and  
CITIGROUP GLOBAL MARKETS INC., DNB MARKETS, INC.,  
J.P. MORGAN SECURITIES LLC, MIZUHO BANK, LTD. and  
WELLS FARGO SECURITIES, LLC,**

as

Joint Lead Arrangers and Joint Bookrunners

Senior Unsecured 364- Day Revolving Credit Facility

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**FIRST AMENDMENT TO 364-DAY CREDIT AGREEMENT**

THIS FIRST AMENDMENT TO 364-DAY CREDIT AGREEMENT (this "Amendment") dated as of the 14th day of August, 2015, is by and among PLAINS ALL AMERICAN PIPELINE, L.P. (the "Borrower"), BANK OF AMERICA, N.A., as Administrative Agent, and the Lenders party hereto.

W I T N E S S E T H:

WHEREAS, Borrower, Administrative Agent and Lenders entered into that certain 364-Day Credit Agreement dated as of January 16, 2015 (the "Original Agreement") for the purposes and consideration therein expressed; and

WHEREAS, Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Lead Arranger"), has, at the Borrower's request, syndicated and arranged for an extension of the maturity date set forth in the Original Agreement, and pursuant thereto, the Borrowers, Administrative Agent and the Lenders party hereto desire to amend the Original Agreement for the purposes described herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and in the Original Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I. — Definitions and References

§ 1.1. Terms Defined in the Original Agreement. Unless the context otherwise requires or unless otherwise expressly defined herein, the terms defined in the Original Agreement shall have the same meanings whenever used in this Amendment.

§ 1.2. Other Defined Terms. Unless the context otherwise requires, the following terms when used in this Amendment shall have the meanings assigned to them in this § 1.2.

"Amendment Effective Date" has the meaning specified in § 3.1 of this Amendment.

"Credit Agreement" means the Original Agreement as amended hereby.

§ 2.1. Definitions.

(a) Maturity Date. The definition of “Maturity Date” set forth in Section 1.01 of the Original Agreement is hereby amended in its entirety to read as follows:

“Maturity Date” means August 12, 2016.

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ARTICLE III. — Conditions of Effectiveness

§ 3.1. Amendment Effective Date. This Amendment shall become effective as of the date first written above (the “Amendment Effective Date”), upon the satisfaction of the following conditions precedent:

(a) The Administrative Agent’s receipt of the following, each of which shall be originals, telecopies or other electronic copies (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the Borrower, if applicable, each dated the Amendment Effective Date (or, in the case of certificates of governmental officials, a recent date before the Amendment Effective Date and in the case of financial statements, the date or period of such financial statements) and each in form and substance reasonably satisfactory to the Administrative Agent:

(i) executed counterparts of this Amendment, sufficient in number for distribution to the Administrative Agent, each Lender and Borrower;

(ii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of Borrower as the Administrative Agent may reasonably require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Amendment and the other Loan Documents to which Borrower is a party delivered pursuant to this §3.1;

(iii) such documents and certifications as the Administrative Agent may reasonably require to evidence that Borrower, General Partner and GP LLC are duly organized or formed, and that Borrower is validly existing and in good standing in its jurisdiction of organization, issued by the appropriate authorities of such jurisdiction;

(iv) favorable opinions of (A) Richard McGee, Esq., General Counsel for Borrower and (B) Norton Rose Fulbright US LLP, special Texas and New York counsel to the Borrower, addressed to the Administrative Agent and each Lender;

(v) a certificate signed by a Responsible Officer of Borrower certifying (A) that the conditions specified in Section 4.02(a) and (b) of the Credit Agreement have been satisfied and (B) that there has been no event or circumstance since December 31, 2014 that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect; and

(vi) such other assurances, certificates, documents, consents or opinions as the Administrative Agent may reasonably require.

(b) All consents, licenses and approvals required in connection with the execution, delivery and performance by Borrower and the validity against Borrower of this Amendment and each of the other Loan Documents to which it is a party shall have been obtained and shall be in full force and effect.

(c) There shall not have occurred during the period from December 31, 2014 through and including the Amendment Effective Date any event or condition that has had or could

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reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect, and there shall be no actions, suits, investigations, proceedings, claims or disputes pending or, to the knowledge of Borrower, threatened in writing, at law, in equity, in arbitration or before any Governmental Authority, by or against the Borrower or any of its Subsidiaries or against any of their properties or revenues that either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(d) Any fees due the Lead Arranger, Administrative Agent or any Lender, including any arrangement fees, agency fees and upfront fees, and any expenses incurred by the Lead Arranger and Administrative Agent, in each case, as agreed in writing by the Borrower, required to be paid on or before the Amendment Effective Date shall have been paid.

(e) Borrower shall have paid all reasonable fees, charges and disbursements of counsel to the Administrative Agent to the extent invoiced prior to the Amendment Effective Date.

For purposes of determining compliance with the conditions specified in this §3.1, each Lender that has signed this Amendment shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Amendment Effective Date specifying its objection thereto and the Administrative Agent hereby agrees to promptly provide Borrower with a copy of any such notice received by the Administrative Agent.

ARTICLE IV. — Representations and Warranties

§ 4.1. Representations and Warranties of Borrower. In order to induce Administrative Agent and Lenders to enter into this Amendment, Borrower represents and warrants to Administrative Agent and each Lender that:

(a) The representations and warranties of Borrower contained in Article V of the Credit Agreement and in any other Loan Document are true and correct in all material respects on and as of the Amendment Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date, and except that the representations and warranties contained in subsections (a) and (b) of Section 5.05 of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01 of the Credit Agreement.

(b) No Default has occurred and is continuing as of the Amendment Effective Date.

ARTICLE V. — Miscellaneous

§ 5.1. Ratification of Agreements. The Original Agreement, as hereby amended, is hereby ratified and confirmed in all respects. The Loan Documents, as they may be amended or affected by this Amendment, are hereby ratified and confirmed in all respects by Borrower. Any reference to the Original Agreement in any Loan Document shall be deemed to refer to the Credit Agreement. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of

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Administrative Agent or any Lender under the Credit Agreement or any other Loan Document nor constitute a waiver of any provision of the Credit Agreement or any other Loan Document.

§ 5.2. Loan Documents. This Amendment is a Loan Document, and all provisions in the Credit Agreement pertaining to Loan Documents apply hereto.

**§ 5.3. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.**

§ 5.4. Counterparts. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Amendment.

§ 5.5. ENTIRE AGREEMENT. THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

*[Remainder of page intentionally left blank]*

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

**PLAINS ALL AMERICAN PIPELINE, L.P.**

By: PAA GP LLC, its general partner

By: PLAINS AAP, L.P., its sole member

By: PLAINS ALL AMERICAN GP LLC,  
its general partner

By: /s/ Sharon S. Spurlin  
Name: Sharon S. Spurlin  
Title: Vice President and Treasurer

PAA 364-Day 1<sup>st</sup> Amendment

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**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By: /s/ Rosanne Parsill  
Name: Rosanne Parsill  
Title: Vice President

PAA 364-Day 1<sup>st</sup> Amendment

**BANK OF AMERICA, N.A.,** as a Lender

By: /s/ Adam H. Fey  
Name: Adam H. Fey  
Title: Director

PAA 364-Day 1<sup>st</sup> Amendment

**JPMORGAN CHASE BANK, N.A.,**  
as Co-Syndication Agent and a Lender

By: /s/ Stephanie Balette  
Name: Stephanie Balette  
Title: Authorized signer

PAA 364-Day 1<sup>st</sup> Amendment

**DNB BANK ASA, NEW YORK BRANCH,**  
as Co-Documentation Agent

By: /s/ Caroline Adams  
Name: Caroline Adams  
Title: First Vice President

By: /s/ Colleen Durkin  
Name: Colleen Durkin  
Title: Senior Vice President

**DNB CAPITAL LLC,**  
as a Lender

By: /s/ Caroline Adams  
Name: Caroline Adams  
Title: First Vice President

By: /s/ Colleen Durkin  
Name: Colleen Durkin  
Title: Senior Vice President

PAA 364-Day 1<sup>st</sup> Amendment

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Co-Syndication Agent and a Lender

By: /s/ Michael A. Tribolet  
Name: Michael A. Tribolet  
Title: Managing Director

PAA 364-Day 1<sup>st</sup> Amendment

**CITIBANK, N.A.,**  
as Co-Syndication Agent and a Lender

By: /s/ Maureen P. Maroney  
Name: Maureen P. Maroney  
Title: Vice President

PAA 364-Day 1<sup>st</sup> Amendment

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**MIZUHO BANK, LTD.,**  
as Co-Documentation Agent and a Lender

By: /s/ Raymond Ventura  
Name: Raymond Ventura  
Title: Deputy General Manager

PAA 364-Day 1<sup>st</sup> Amendment

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**BRANCH BANKING AND TRUST COMPANY,**  
as a Lender

By: /s/ Jamie Grunsky  
Name: Jamie Grunsky  
Title: Banking Officer

PAA 364-Day 1<sup>st</sup> Amendment

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**DEUTSCHE BANK AG NEW YORK BRANCH,**  
as a Lender

By: /s/ Virginia Cosenza  
Name: Virginia Cosenza  
Title: Vice President

By: /s/ Yvonne Tilden  
Name: Yvonne Tilden  
Title: Director

PAA 364-Day 1<sup>st</sup> Amendment

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**MORGAN STANLEY BANK, N.A.,**  
as a Lender

By: /s/ Michael King  
Name: Michael King  
Title: Authorized Signatory

PAA 364-Day 1<sup>st</sup> Amendment

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**BARCLAYS BANK PLC,**  
as a Lender

By: /s/ Vanessa Kurbatskiy

Name: Vanessa Kurbatskiy  
Title: Vice President

PAA 364-Day 1<sup>st</sup> Amendment

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**COMPASS BANK,**  
as a Lender

By: /s/ Les Werme  
Name: Les Werme  
Title: Director

PAA 364-Day 1<sup>st</sup> Amendment

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**BNP PARIBAS,**  
as a Lender

By: /s/ Mark Renaud  
Name: Mark Renaud  
Title: Managing Director

By: /s/ Reginald Crichlow  
Name: Reginald Crichlow  
Title: Vice President

PAA 364-Day 1<sup>st</sup> Amendment

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**CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK  
BRANCH,**  
as a Lender

By: /s/ Richard Antl  
Name: Richard Antl  
Title: Authorized Signatory

By: /s/ William M. Reid  
Name: William M. Reid  
Title: Authorized Signatory

PAA 364-Day 1<sup>st</sup> Amendment

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**ROYAL BANK OF CANADA,**  
as a Lender

By: /s/ Caleb Allen  
Name: Caleb Allen  
Title: Authorized Signatory

PAA 364-Day 1<sup>st</sup> Amendment

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**SUMITOMO MITSUI BANKING CORPORATION,**  
as a Lender



By: /s/ James D. Weinstein  
Name: James D. Weinstein  
Title: Managing Director

PAA 364-Day 1<sup>st</sup> Amendment

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**SUNTRUST BANK,**  
as a Lender

By: /s/ Chulley Bogle  
Name: Chulley Bogle  
Title: Vice President

PAA 364-Day 1<sup>st</sup> Amendment

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**THE BANK OF NOVA SCOTIA,**  
as a Lender

By: /s/ Mark Sparrow  
Name: Mark Sparrow  
Title: Director

PAA 364-Day 1<sup>st</sup> Amendment

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**THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,**  
as a Lender

By: /s/ Mark Oberreuter  
Name: Mark Oberreuter  
Title: Vice President

PAA 364-Day 1<sup>st</sup> Amendment

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**UBS AG, STAMFORD BRANCH,**  
as a Lender

By: /s/ James Morgan  
Name: James Morgan  
Title: Executive Director  
Regional Functional Head  
Banking Product Services US

By: /s/ Darlene Arias  
Name: Darlene Arias  
Title: Director

PAA 364-Day 1<sup>st</sup> Amendment

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**BMO HARRIS BANK N.A.,**  
as a Lender

By: /s/ Gumaro Tijerina

Name: Gumaro Tijerina  
Title: Managing Director

PAA 364-Day 1<sup>st</sup> Amendment

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**ING CAPITAL LLC,**  
as a Lender

By: /s/ Subha Pasumarti  
Name: Subha Pasumarti  
Title: Managing Director

By: /s/ Hans Beekmans  
Name: Hans Beekmans  
Title: Director

PAA 364-Day 1<sup>st</sup> Amendment

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**REGIONS BANK,**  
as a Lender

By: /s/ David Valentine  
Name: David Valentine  
Title: Senior Vice President

PAA 364-Day 1<sup>st</sup> Amendment

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**SOCIÉTÉ GÉNÉRALE,**  
as a Lender

By: /s/ Michiel van der Voort  
Name: Michiel van der Voort  
Title: Managing Director

PAA 364-Day 1<sup>st</sup> Amendment

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**U.S. BANK NATIONAL ASSOCIATION,**  
as a Lender

By: /s/ Patrick Jeffrey  
Name: Patrick Jeffrey  
Title: Vice President

PAA 364-Day 1<sup>st</sup> Amendment

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**PNC BANK, NATIONAL ASSOCIATION,**  
as a Lender

By: /s/ Denise He  
Name: Denise He  
Title: Assistant Vice President

PAA 364-Day 1<sup>st</sup> Amendment

