
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) **May 28, 2008**

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)

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

(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 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

On May 28, 2008, the General Partner of Plains All American Pipeline, L.P. (the "Partnership") executed Amendment No. 5 (the "Amendment") to the Third Amended and Restated Agreement of Limited Partnership of the Partnership (the "Partnership Agreement").

Pursuant to the terms of the Amendment, the amounts payable pursuant to the Incentive Distribution Rights of the Partnership under the Partnership Agreement shall be adjusted commencing with the payment date of the second quarterly distribution declared and paid after the Rainbow Acquisition Closing Date (the "Incremental IDR Reduction Date"). The Amendment provides for the adjustment of the Incentive Distribution Rights as follows: (i) for the quarterly distribution paid on the Incremental IDR Reduction Date and the first quarterly distribution declared and paid following the Incremental IDR Reduction Date, any distributions to the holder(s) of the Incentive Distribution Rights shall be reduced by \$2,500,000 per quarter, and (ii) for the four quarterly distributions declared and paid thereafter, such distributions shall be reduced by \$1,250,000 per quarter. The reductions shall be an aggregate of \$5 million for the first two quarters (commencing with and including the Incremental IDR Reduction Date) and \$5 million for the following four quarters, for an aggregate of \$10 million over a six-quarter period.

A copy of the Amendment is filed as Exhibit 3.1 to this report and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits**(d) Exhibits**

Exhibit 3.1 Amendment No. 5 dated May 28, 2008 to Third Amended and Restated Agreement of Limited Partnership of Plains All American Pipeline, L.P.

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: May 30, 2008

By: PAA GP LLC, its general partner

By: /s/ Tim Moore

Name: Tim Moore

Title: Vice President

INDEX TO EXHIBITS

**Exhibit
No.**

Description

3.1 Amendment No. 5 dated May 28, 2008 to Third Amended and Restated Agreement of Limited Partnership of Plains All American Pipeline, L.P.

AMENDMENT NO. 5 TO THE THIRD AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP OF
PLAINS ALL AMERICAN PIPELINE, L.P.

This Amendment No. 5 (this "Amendment") to the Third Amended and Restated Agreement of Limited Partnership of Plains All American Pipeline, L.P., dated as of June 27, 2001 (and as amended to the date hereof, the "Partnership Agreement"), is hereby adopted effective as of May 28, 2008, by PAA GP LLC, a Delaware limited liability company, (the "General Partner"), as general partner of the Partnership. Capitalized terms used but not defined herein are used as defined in the Partnership Agreement.

WHEREAS, Section 13.1(d)(i) of the Partnership Agreement provides that the General Partner, without the approval of any Partner, may amend any provision of the Partnership Agreement to reflect a change that, in the discretion of the General Partner, does not adversely affect the Limited Partners in any material respect;

WHEREAS, the General Partner has determined, in its discretion, that this Amendment does not adversely affect the Limited Partners in any material respect;

WHEREAS, this Amendment shall become effective only upon and after consummation of the transactions contemplated by that certain Share Sale Agreement, dated as of April 2, 2008, related to the purchase of the shares of Rainbow Pipeline Company, LTD by 1366390 Alberta ULC, and in no event shall it become effective after September 1, 2008.

NOW, THEREFORE, the General Partner does hereby amend the Partnership Agreement as follows:

Section 1. Section 1.1 is hereby amended by adding the following definition:

"*Rainbow Acquisition Closing Date*" means the date on which the transactions substantially as contemplated by that certain Share Sale Agreement, dated as of April 2, 2008, related to the purchase of the shares of Rainbow Pipeline Company, LTD by 1366390 Alberta ULC, have been consummated.

Section 2. Section 6.4 is hereby amended by adding a new subsection (d) to such Section:

"(d) Notwithstanding anything to the contrary in this Section 6.4, any distributions to the holder of the Incentive Distribution Rights provided for in clauses (ii), (iii) and (iv) of Subsection 6.4(b), as applicable, shall be adjusted (incrementally to any adjustment pursuant to Subsection 6.4(c)) commencing with the payment date of the second quarterly distribution declared and paid after the Rainbow Acquisition Closing Date (the "Incremental IDR Reduction Date"). Such adjustment shall be as follows: (i) for the quarterly distribution paid on the Incremental IDR Reduction Date and the first quarterly distribution declared and paid following the Incremental IDR Reduction Date, any distributions to the holder(s) of the Incentive Distribution Rights shall be reduced by \$2,500,000 per quarter, and (ii) for the four quarterly distributions declared and paid thereafter, such distributions shall be reduced by \$1,250,000 per quarter. For the avoidance of doubt, the reduction shall be an aggregate of \$5 million for the first two quarters (commencing with and including the Incremental IDR Reduction Date) and \$5 million for the following four quarters, for an aggregate of \$10 million over six quarters.

Section 3. Except as hereby amended, the Partnership Agreement shall remain in full force and effect.

Section 4. This Amendment shall be governed by, and interpreted in accordance with, the laws of the State of Delaware, all rights and remedies being governed by such laws without regard to principles of conflicts of laws.

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

GENERAL PARTNER:

PAA GP LLC

By: /s/ Tim Moore

Name: Tim Moore

Title: Vice President