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**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 25, 2006**

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

*Eighth Supplemental Indenture.* On August 25, 2006, Plains All American Pipeline, L.P. (the “Partnership”), PAA Finance Corp. (“PAA Finance” and together with the Partnership, the “Issuers”) and Plains Marketing International GP LLC, Plains Marketing International, L.P. and Plains LPG Marketing, L.P. (collectively, the “Additional Subsidiary Guarantors”) entered into an Eighth Supplemental Indenture, dated as of August 25, 2006, to the Original Indenture with Wachovia Bank, National Association, as Trustee, pursuant to which the Additional Subsidiary Guarantors agreed to unconditionally guarantee all of the Issuers’ obligations under their 7<sup>3</sup>/<sub>4</sub>% Senior Notes due 2012, 5<sup>5</sup>/<sub>8</sub>% Senior Notes due 2013, 4.750% Senior Notes due 2009, 5.875% Senior Notes due 2016, 5.25% Senior Notes due 2015 and 6.70% Senior Notes due 2036.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits.

Exhibit 4.1 Eighth Supplemental Indenture, dated as of August 25, 2006, to Indenture, dated as of September 25, 2002, among Plains All American Pipeline, L.P., PAA Finance Corp., Plains Marketing International GP LLC, Plains Marketing International, L.P. and Plains LPG Marketing, L.P. and Wachovia Bank, National Association, as trustee.

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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.**

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

By: Plains All American GP LLC, its general partner

By: /s/ Tim Moore

Name: Tim Moore

Title: Vice President

August 25, 2006

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## EXHIBIT INDEX

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**EIGHTH SUPPLEMENTAL INDENTURE**

THIS EIGHTH SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”), dated as of August 25, 2006, is among Plains All American Pipeline, L.P., a Delaware limited partnership (the “Partnership”), PAA Finance Corp., a Delaware corporation (“PAA Finance” and, together with the Partnership, the “Issuers”), Plains Marketing International GP LLC, a Delaware limited liability company (“PMI GP LLC”), Plains Marketing International, L.P., a Texas limited partnership (“PMI LP”) and Plains LPG Marketing, L.P., a Texas limited partnership (“LPG Marketing LP” and, together with PMI GP LLC and PMI LP, the “Subsidiary Guarantors”), direct or indirect subsidiaries of the Partnership, and Wachovia Bank, National Association, as trustee under the indenture referred to below (the “Trustee”).

## WITNESSETH

WHEREAS, the Issuers have heretofore executed and delivered to the Trustee an indenture (the “Original Indenture”), dated as of September 25, 2002, as supplemented by the First, Second, Third, Fourth, Fifth and Sixth Supplemental Indentures (the Original Indenture as so supplemented and as further supplemented by the Seventh Supplemental Indenture, dated as of May 12, 2006, being hereinafter called the “Indenture”), dated as of September 25, 2002, December 10, 2003, August 12, 2004, August 12, 2004, May 27, 2005 and May 12, 2006, respectively, among the Issuers, the Subsidiary Guarantors named therein and the Trustee, providing for the issuance of the Issuers’ 7<sup>3</sup>/<sub>4</sub>% Senior Notes due 2012, 5<sup>5</sup>/<sub>8</sub>% Senior Notes due 2013, 4<sup>3</sup>/<sub>4</sub>% Senior Notes due 2009, 5<sup>7</sup>/<sub>8</sub>% Senior Notes due 2016, 5<sup>1</sup>/<sub>4</sub>% Senior Notes due 2015 and 6<sup>7</sup>/<sub>10</sub>% Senior Notes due 2036, respectively (such Senior Notes being hereinafter referred to collectively as the “Notes”);

WHEREAS, Section 5.10 of the First Supplemental Indenture and Section 5.05 of the Second, Third, Fourth, Fifth and Sixth Supplemental Indentures provide that under certain circumstances the Partnership is required to cause the Subsidiary Guarantors to execute and deliver to the Trustee a supplemental indenture pursuant to which the Subsidiary Guarantors shall unconditionally guarantee all of the Issuers’ obligations under the Notes pursuant to a Guarantee on the terms and conditions set forth herein; and

WHEREAS, pursuant to Section 9.01 of the Original Indenture, the Issuers and the Trustee are authorized to execute and deliver this Supplemental Indenture;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuers, the Subsidiary Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the holders of the Notes as follows:

1. Definitions. (a) Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(b) For all purposes of this Supplemental Indenture, except as otherwise herein expressly provided or unless the context otherwise requires: (i) the terms and expressions used herein shall have the same meanings as corresponding terms and expressions used in the

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Indenture; and (ii) the words “herein,” “hereof” and “hereby” and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

2. Agreement to Guarantee. The Subsidiary Guarantors hereby agree, jointly and severally with all other Subsidiary Guarantors under the Indenture, to guarantee the Issuers’ obligations under the Notes on the terms and subject to the conditions set forth in Article IX of the First, Second, Third, Fourth, Fifth and Sixth Supplemental Indentures, as applicable, and to be bound by all other applicable provisions of the Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

**3. GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE SHALL BE DEEMED TO BE A NEW YORK CONTRACT, AND FOR ALL PURPOSES SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

4. Trustee Makes No Representation. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

5. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

6. Effect of Headings. The Section headings herein are for convenience only and shall not effect the construction thereof.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

PLAINS ALL AMERICAN PIPELINE, L.P.

By: Plains AAP, L.P., its General Partner

By: Plains All American GP LLC, its General Partner

By: /s/ Phil Kramer  
Phil Kramer  
Executive Vice President and Chief Financial Officer

PAA FINANCE CORP.

By: /s/ Phil Kramer  
Phil Kramer  
Executive Vice President  
and Chief Financial Officer

Signature Page to Supplemental Indenture



PLAINS MARKETING INTERNATIONAL GP LLC

By: Plains Marketing, L.P., its Sole Member

By: Plains Marketing GP Inc., its General Partner

By: /s/ Phil Kramer  
Phil Kramer  
Executive Vice President and Chief Financial Officer

PLAINS MARKETING INTERNATIONAL, L.P.

By: Plains Marketing International GP LLC, its General Partner

By: Plains Marketing, L.P., its Sole Member

By: Plains Marketing GP Inc., its General Partner

By: /s/ Phil Kramer  
Phil Kramer  
Executive Vice President and Chief Financial Officer

PLAINS LPG MARKETING, L.P.

By: Plains LPG Services GP LLC, its General Partner

By: Plains Marketing, L.P., its Sole Member

By: Plains Marketing GP Inc., its General Partner

By: /s/ Phil Kramer  
Phil Kramer  
Executive Vice President and Chief Financial Officer

Signature Page to Supplemental Indenture

WACHOVIA BANK, NATIONAL

ASSOCIATION, as Trustee

By: /s/ Ronda L. Parman

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Name: Ronda L. Parman

Title: Vice President

Signature Page to Supplemental Indenture