As filed with the Securities and Exchange Commission on March 4, 2015

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

TARGA RESOURCES PARTNERS LP
(Exact name of registrant as specified in its charter)

Delaware	**65-1295427**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

1000 Louisiana, Suite 4300
Houston, Texas 77002
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Targa Resources Partners Long Term Incentive Plan
(Full title of the plans)

Joe Bob Perkins
Chief Executive Officer
Targa Resources Partners LP
1000 Louisiana, Suite 4300
Houston, Texas 77002
(713) 584-1000
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller Reporting Company	☐

CALCULATION OF REGISTRATION FEE

Name of Plan	Title of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per unit (2)	Proposed maximum aggregate offering price (2)	Amount of registration fee
Targa Resources Partners Long Term Incentive Plan	Common units representing limited partner interests	629,231 units	$43.16	$27,157,610	$3,156

(1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), there are also being registered such additional common units representing limited partner interests ("Common Units") as may become issuable pursuant to the adjustment provisions of the Targa Resources Partners Long Term Incentive Plan (as amended, the "Plan").

(2) Estimated solely for purposes of calculating the registration fee in accordance with Rules 457(c) and 457(h) under the Securities Act. The price for the 629,231 Common Units being registered hereby is based on a price of $43.16, which is the average of the high and low trading prices per Common Unit of Targa Resources Partners LP (the "Registrant" or the "Partnership", as applicable) as reported by the New York Stock Exchange on March 2, 2015.

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

Targa Resources GP LLC (the "General Partner"), the general partner of the Registrant, will provide all participants in the Plan with document(s) containing the information required by Part I of Form S-8, as specified in Rule 428(b)(1) promulgated by the Securities and Exchange Commission (the "Commission") under the Securities Act. In accordance with Rule 428, the Registrant has not filed such document(s) with the Commission, but such documents (along with the documents incorporated by reference into this Form S-8 Registration Statement (the "Registration Statement") pursuant to Item 3 of Part II hereof) shall constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

Except to the extent that information is deemed furnished and not filed pursuant to securities laws and regulations, the Registrant hereby incorporates by reference into this Registration Statement the following documents:

(a) The Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2014, filed with the Commission on February 17, 2015;

(b) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the document referred to in (a) above; and

(c) The description of the Registrant's Common Units included under the caption "Summary," "Our Cash Distribution Policy and Restrictions on Distributions," "Description of the Common Units," "The Partnership Agreement" and "Material Tax Consequences" in the prospectus filed on February 9, 2007 by the Registrant pursuant to Rule 424(b) under the Securities Act of 1933, as amended, which prospectus constitutes a part of the Registrant's Registration Statement on Form S-1, as amended (Registration No. 333-138747), initially filed with the Securities and Exchange Commission on November 16, 2006., which description has been incorporated by reference in Item 1 of the Registrant's Registration Statement on Form 8-A, filed pursuant to Section 12 of the Exchange Act, on January 21, 2010, including any amendment or report filed for the purpose of updating such description.

Except to the extent that information is deemed furnished and not filed pursuant to securities laws and regulations, all documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act and all reports on Form 8-K subsequent to the date hereof and prior to the filing of a post-effective amendment that indicates that all securities offered have been sold or that deregisters all securities then remaining unsold shall also be deemed to be incorporated by reference herein and to be a part hereof from the dates of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

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 persons from and against any and all claims and demands whatsoever. The partnership agreement of the Registrant provides that the partnership will, to the fullest extent permitted by law but subject to the limitations expressly provided therein, indemnify and hold harmless its general partner, any Departing General Partner (as defined therein), any person who is or was an affiliate of the general partner or any Departing General Partner, any person who is or was a member, partner, officer, director, fiduciary or trustee of the general partner, any Departing General Partner, any Group Member (as defined therein) or any affiliate of the general partner, any Departing General Partner or any Group Member, or any person who is or was serving at the request of the general partner or any affiliate of the general partner, or any Departing General Partner or any affiliate of any Departing General Partner as an officer, director, member, partner, fiduciary or trustee of another person, or any person that the general partner designates as a Partnership Indemnitee for purposes of the partnership agreement (each, a "Partnership Indemnitee") from and against any and all losses, claims, damages, liabilities (joint or several), expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any Partnership Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as a Partnership Indemnitee, provided that the Partnership Indemnitee shall not be indemnified and held harmless if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Partnership Indemnitee is seeking indemnification, the Partnership Indemnitee acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Partnership Indemnitee's conduct was unlawful. This indemnification would under certain circumstances include indemnification for liabilities under the Securities Act. To the fullest extent permitted by law, expenses (including legal fees and expenses) incurred by a Partnership Indemnitee who is indemnified pursuant to the partnership agreement in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the partnership prior to a determination that the Partnership Indemnitee is not entitled to be indemnified upon receipt by the partnership of any undertaking by or on behalf of the Partnership Indemnitee to repay such amount if it shall be determined that the Partnership Indemnitee is not entitled to be indemnified under the partnership agreement. Any indemnification under these provisions will be only out of the assets of the partnership.

The Registrant is authorized to purchase (or to reimburse its general partner or its affiliates for the costs of) insurance against liabilities asserted against and expenses incurred by its general partner, its affiliates and such other persons as its general partner may determine and described in the paragraph above in connection with their activities, whether or not they would have the power to indemnify such person against such liabilities under the provisions described in the paragraphs above. The Registrant's general partner has purchased insurance covering its officers and directors against liabilities asserted and expenses incurred in connection with their activities as officers and directors of the General Partner or any of its direct or indirect subsidiaries.

The Registrant and the General Partner have entered into Indemnification Agreements (each, an "Indemnification Agreement") with each independent director of the General Partner (each, an "Indemnitee"). Each Indemnification Agreement provides that each of the Registrant and the General Partner will indemnify and hold harmless each Indemnitee against Expenses (as defined in the Indemnification Agreement) to the fullest extent permitted or authorized by law, including the Delaware Revised Uniform Limited Partnership Act and the Delaware Limited Liability Company Act in effect on the date of the agreement or as such laws may be amended to provide more advantageous rights to the Indemnitee. If such indemnification is unavailable as a result of a court decision and if the Registrant or the General Partner is jointly liable in the proceeding with the Indemnitee, the Registrant and the General Partner will contribute funds to the Indemnitee for his Expenses in proportion to relative benefit and fault of the Registrant or the General Partner on the one hand and Indemnitee on the other in the transaction giving rise to the proceeding.

Each Indemnification Agreement also provides that each of the Registrant and the General Partner will indemnify and hold harmless the Indemnitee against Expenses incurred for actions taken as a director or officer of the Registrant or the General Partner, or for serving at the request of the Registrant or the General Partner as a director or officer or another position at another corporation or enterprise, as the case may be, but only if no final and non-appealable judgment has been entered by a court determining that, in respect of the matter for which the Indemnitee is seeking indemnification, the Indemnitee acted in bad faith or engaged in fraud or willful misconduct or, in the case of a criminal proceeding, the Indemnitee acted with knowledge that the Indemnitee's conduct was unlawful. The Indemnification Agreement also provides that the Registrant and the General Partner must advance payment of certain Expenses to the Indemnitee, including fees of counsel, subject to receipt of an undertaking from the Indemnitee to return such advance if it is ultimately determined that the Indemnitee is not entitled to indemnification.

Targa Resources Corp. (“Targa”) entered into Indemnification Agreements (each, a “Targa Indemnification Agreement”) with each director and officer of Targa, including Messrs. Joyce, Perkins, Heim, McParland, Whalen, Chung, Meloy, Crisp, Tong, Kagan and Redd and Ms. Fulton, and certain other former directors of Targa (each, an “Indemnitee”). Each Targa Indemnification Agreement provides that Targa will indemnify and hold harmless each Indemnitee for Expenses (as defined in the Targa Indemnification Agreement) to the fullest extent permitted or authorized by law in effect on the date of the agreement or as it may be amended to provide more advantageous rights to the Indemnitee. If such indemnification is unavailable as a result of a court decision and if Targa and the Indemnitee are jointly liable in the proceeding, Targa will contribute funds to the Indemnitee for his Expenses in proportion to relative benefit and fault of Targa and the Indemnitee in the transaction giving rise to the proceeding.

Each Targa Indemnification Agreement also provides that Targa will indemnify the Indemnitee for monetary damages for actions taken as a director or officer of Targa, or for serving at Targa’s request as a director or officer or another position at another corporation or enterprise, as the case may be but only if (i) the Indemnitee acted in good faith and, in the case of conduct in his official capacity, in a manner he reasonably believed to be in the best interests of Targa and, in all other cases, not opposed to the best interests of Targa and (ii) in the case of a criminal proceeding, the Indemnitee must have had no reasonable cause to believe that his conduct was unlawful. The Targa Indemnification Agreement also provides that Targa must advance payment of certain Expenses to the Indemnitee, including fees of counsel, subject to receipt of an undertaking from the Indemnitee to return such advance if it is it is ultimately determined that the Indemnitee is not entitled to indemnification.

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 Registrant with the Commission, each of the following exhibits is filed herewith:

Exhibit Number	Description
4.1	Certificate of Limited Partnership of Targa Resources Partners LP (incorporated by reference to Exhibit 3.2 to Targa Resources Partners LP’s Registration Statement on Form S-1 filed November 16, 2006 (File No. 333-138747)).
4.2	Certificate of Formation of Targa Resources GP LLC (incorporated by reference to Exhibit 3.3 to Targa Resources Partners LP’s Registration Statement on Form S-1 filed January 19, 2007 (File No. 333-138747)).
4.3	Agreement of Limited Partnership of Targa Resources Partners LP (incorporated by reference to Exhibit 3.3 to Targa Resources Partners LP’s Annual Report on Form 10-K filed April 2, 2007 (File No. 001-33303)).
4.4	First Amended and Restated Agreement of Limited Partnership of Targa Resources Partners LP (incorporated by reference to Exhibit 3.1 to Targa Resources Partners LP’s current report on Form 8-K filed February 16, 2007 (File No. 001-33303)).
4.5	Amendment No. 1 to First Amended and Restated Agreement of Limited Partnership of Targa Resources Partners LP (incorporated by reference to Exhibit 3.5 to Targa Resources Partners LP’s Quarterly Report on Form 10-Q filed May 14, 2008 (File No. 001-33303)).
4.6	Amendment No. 2 to First Amended and Restated Agreement of Limited Partnership of Targa Resources Partners LP (incorporated by reference to Exhibit 3.1 to Targa Resources Partners LP’s current report on Form 8-K filed May 25, 2012 (File No. 001-33303)).
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4.10	Specimen Unit Certificate representing common units (incorporated by reference to Exhibit 4.1 to Targa Resources Partners LP's Annual Report on Form 10-K filed April 2, 2007 (File No. 001-33303)).
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4.12	Amendment to Targa Resources Partners LP Long-Term Incentive Plan dated December 18, 2008 (incorporated by reference to Exhibit 10.10 to Targa Resources Partners LP's Annual Report on Form 10-K filed February 27, 2009 (File No. 001-33303)).
4.13*	Form of Phantom Unit Agreement (Replacement Award).
4.14	Form of Performance Unit Grant Agreement (incorporated by reference to Exhibit 10.1 to Targa Resources Partners LP's current report on Form 8-K filed July 18, 2013 (File No. 001-33303)).
4.15	Form of Amendment to Performance Unit Grant Agreement (incorporated by reference to Exhibit 10.2 to Targa Resources Partners LP's current report on Form 8-K filed July 18, 2013 (File No. 001-33303)).
5.1*	Opinion of Vinson & Elkins L.L.P. as to the legality of the securities being registered.
23.1*	Consent of PricewaterhouseCoopers LLP.
23.2*	Consent of Grant Thornton LLP.
23.3*	Consent of Vinson & Elkins L.L.P. (contained in Exhibit 5.1 hereto).
24.1*	Powers of Attorney (included on the signature page of this Registration Statement).

* Filed herewith.

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; and

(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 (a)(1)(i) and (a)(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 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.

(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 the 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 foregoing provisions, 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, the registrant certifies that it has reasonable grounds to believe that it meets all 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 March 4 2015.

Targa Resources Partners LP

By: Targa Resources GP LLC, its general partner

By: /s/ Matthew J. Meloy
Name: Matthew J. Meloy
Title: Senior Vice President, Chief Financial Officer and Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each individual whose signature appears below constitutes and appoints Joe Bob Perkins and Matthew J. Meloy, and each of them, any one of whom may act without joinder of the other, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all pre- and post-effective amendments to this Registration Statement (including any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) promulgated under the Securities Act), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and each of them, or the substitute or substitutes of any or all of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons, in the capacities and on this 4th day of March, 2015.

Signature	Capacity
/s/ Joe Bob Perkins **Joe Bob Perkins**	Director and Chief Executive Officer (Principal Executive Officer)
/s/ Matthew J. Meloy **Matthew J. Meloy**	Senior Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer)
/s/ John Robert Sparger **John Robert Sparger**	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)
/s/ James W. Whalen **James W. Whalen**	Executive Chairman and Director
/s/ Rene R. Joyce **Rene R. Joyce**	Director
/s/ Robert B. Evans **Robert B. Evans**	Director
/s/ Barry R. Pearl **Barry R. Pearl**	Director
/s/ William D. Sullivan **William D. Sullivan**	Director
/s/ Ruth I. Dreessen **Ruth I. Dreessen**	Director

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* Filed herewith.

Exhibit 4.13

TARGA RESOURCES PARTNERS LP
PHANTOM UNIT AWARD AGREEMENT

THIS PHANTOM UNIT AWARD AGREEMENT (this "***Agreement***") evidences an award made as of the day of , 2015 (the "***Date of Grant***"), by **TARGA RESOURCES GP LLC**, a Delaware limited liability company (the "***General Partner***"), to (the "***Employee***").

1. **Award**. The General Partner hereby makes a grant of phantom units (the "***Phantom Units***") with respect to Common Units of Targa Resources Partners LP (the "***Partnership***"), with each Phantom Unit granted hereunder relating to one Common Unit. This award of Phantom Units shall be treated as a both an "Other Unit-Based Award" and a "Replacement Award" under the Targa Resources Partners LP Long-Term Incentive Plan (the "***Plan***") and shall be subject to all of the terms and provisions of the Plan, including future amendments thereto, if any, pursuant to the terms thereof. The grant of Phantom Units is being made in substitution for those phantom units with respect to the common units of Atlas Pipeline Partners, LP ("***APL***") granted to the employee pursuant to the equity incentive plans maintained by APL (the "***APL Equity Plans***") under the Award Agreements dated [***dates***] (the "***APL Award Agreements***").

2. **Definitions**. Capitalized terms used in this Agreement that are not defined below or in the body of this Agreement shall have the meanings given to them in the Plan. In addition to the terms defined in the body of this Agreement, the following capitalized words and terms shall have the meanings indicated below:

(a) "***Cause***" shall mean the Employee's (i) failure to perform assigned duties and responsibilities (ii) engaging in conduct which is injurious (monetarily or otherwise) to the Partnership or any of its Affiliates (including, without limitation, Targa Resources Corp. (the "***Company***")), (iii) breach of any corporate policy or code of conduct established by the Company or any of its Affiliates or breach of any agreement between the Company or an Affiliate and the Employee, or (iv) conviction of a misdemeanor involving moral turpitude or a felony.

(b) "***Disability***" shall mean a disability that entitles the Employee to disability benefits under the Company's long-term disability plan.

(c) "***Forfeiture Restrictions***" shall have the meaning specified in Section 3(a) hereof.

3. **Phantom Units**. By acceptance of this Phantom Unit award, Employee agrees with respect thereto as follows:

(a) **Forfeiture Restrictions**. The Phantom Units may not be sold, assigned, pledged, exchanged, hypothecated, or otherwise transferred, encumbered, or disposed of, and in the event of termination of the Employee's employment with the Company (as defined in Section 7 hereof) for any reason other than as would result in accelerated vesting pursuant to Section 3(b), the Employee shall, for no consideration, forfeit to the Company or its Affiliate all Phantom Units to

the extent then subject to the Forfeiture Restrictions. The prohibition against transfer and the obligation to forfeit and surrender Phantom Units to the Company or an Affiliate of the Company upon termination of employment as provided in this Section 3(a) are herein referred to as the "Forfeiture Restrictions." The Forfeiture Restrictions shall be binding upon and enforceable against any transferee of Phantom Units.

(b) **Lapse of Forfeiture Restrictions (Vesting)**. Provided that the Employee has been continuously employed by the Company from the Date of Grant through the lapse date(s) set forth on **Exhibit A** hereto, the Forfeiture Restrictions shall lapse, and the Phantom Units will vest, with respect to the numbers of Phantom Units determined in accordance with the schedule set forth on **Exhibit A** hereto. Notwithstanding the schedule set forth on **Exhibit A**, (i) if the Employee's employment with the Company is terminated by reason of death or Disability, then the Forfeiture Restrictions shall lapse with respect to 100% of the Phantom Units effective as of the date of such termination, (ii) if the Employee's employment with the Company is terminated by the Company without Cause prior to the first anniversary of the Date of Grant, then the Forfeiture Restrictions shall lapse with respect to 100% of the Phantom Units effective as of the date of such termination, and (iii) if a Change in Control occurs and the Employee has remained continuously employed by the Company from the Date of Grant to the date upon which such Change in Control occurs, then the Forfeiture Restrictions shall lapse with respect to 100% of the Phantom Units on the date upon which such Change in Control occurs. Any Phantom Units with respect to which the Forfeiture Restrictions do not lapse in accordance with the preceding provisions of this Section 3(b) (and any associated unvested distribution equivalent rights) shall be forfeited to the Company or an Affiliate of the Company for no consideration as of the date of the termination of the Employee's employment with the Company.

(c) **Payments**. Subject to Section 4 hereof, as soon as reasonably practicable after the lapse of the Forfeiture Restrictions with respect to the specified number of Phantom Units as provided in Section 3(b) hereof (but in no event later than the end of the calendar year in which the Forfeiture Restrictions so lapse), the Partnership shall deliver to the Employee with respect to each Common Unit covered by each such Phantom Unit one Common Unit. The Partnership shall deliver the Common Units in electronic, book-entry form, with such legends or restrictions thereon as the Committee may determine to be necessary or advisable in order to comply with applicable securities laws. The Employee shall complete and sign any documents and take any additional action that the Partnership may request to enable it to deliver Common Units on the Employee's behalf.

(d) **Distribution Equivalent Rights**. In the event the Partnership declares and pays a cash distribution in respect of its Common Units and, on the record date for such distribution, the Employee holds Phantom Units granted pursuant to this Agreement that have not been settled in accordance with Section 3(c) hereof (or forfeited), within 60 days following payment of such cash distribution, the Partnership shall pay to the Employee an amount equal to the cash distributions the Employee would have received if it were the holder of record, as of such record date, of the number of Common Units related to the portion of the Phantom Units that have not been settled or forfeited as of such record date.

(e) **Certain Actions**. The existence of the Phantom Units shall not affect in any way the right or power of the Board or the unitholders of the Partnership to make or authorize any adjustment, recapitalization, reorganization, or other change in the Partnership's capital structure or its business, any merger or consolidation of the Partnership, any issue of debt or equity securities, the dissolution or liquidation of the Partnership or any sale, lease, exchange, or other disposition of all or any part of its assets or business, or any other corporate act or proceeding.

4. **Withholding of Tax**. To the extent that the receipt of the Phantom Units (or any payments in respect of distribution equivalent rights related thereto) or the lapse of any Forfeiture Restrictions results in compensation income or wages to the Employee for federal, state, or local tax purposes, the Employee shall deliver to the Company or an Affiliate of the Company at the time of such receipt or lapse, as the case may be, such amount of money as the Company or such Affiliate may require to meet its minimum obligation under applicable tax laws or regulations, and if the Employee fails to do so (or if the Employee instructs the Company or such Affiliate to withhold cash or Common Units to meet such obligation), the Company or its Affiliate shall withhold from any cash or Common Unit remuneration (including withholding any Common Units distributable to the Employee under this Agreement) then or thereafter payable to the Employee any tax required to be withheld by reason of such resulting compensation income or wages. The Company and its Affiliates are making no representation or warranty as to the tax consequences to the Employee as a result of the receipt of the Phantom Units, the treatment of distribution equivalent rights, the lapse of any Forfeiture Restrictions, or the forfeiture of any Phantom Units pursuant to the Forfeiture Restrictions.

5. **Rights as Unitholder**. The Phantom Units represent an unsecured and unfunded right to receive a payment in Common Units, which right is subject to the terms, conditions, and restrictions set forth in this Agreement and the Plan. Accordingly, the Employee will have no rights as a unitholder with respect to any Common Units covered by this Agreement until the Phantom Units vest and the Common Units are issued by the Partnership and are deposited in the Employee's account at a transfer agent or other custodian selected by the Committee, or are issued to the Employee with respect to those vested units.

6. **Clawback**. Notwithstanding any provisions in the Agreement to the contrary, any compensation, payments, or benefits provided hereunder (or profits realized from the sale of the Common Units delivered hereunder), whether in the form of cash or otherwise, shall be subject to a clawback to the extent necessary to comply with the requirements of any applicable law, including but not limited to, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, Section 304 of the Sarbanes Oxley Act of 2002, or any regulations promulgated thereunder.

7. **Employment Relationship**. For purposes of this Agreement, the Employee shall be considered to be in the employment of the Company as long as the Employee remains an employee of either the Company or an Affiliate of the Company. Without limiting the scope of the preceding sentence, it is specifically provided that the Employee shall be considered to have terminated employment or service with the Company at the time of the termination of the "Affiliate" status of the entity or other organization that employs or engages the Employee. Nothing in the adoption of the Plan, nor the award of the Phantom Units thereunder pursuant to

this Agreement, shall confer upon the Employee the right to continued employment by or service with the Company or its Affiliates or affect in any way the right of the Company or its Affiliates to terminate such employment or service at any time. Unless otherwise provided in a written employment or consulting agreement or by applicable law, the Employee's employment by or service with the Company and its Affiliates shall be on an at-will basis, and the employment or service relationship may be terminated at any time by either the Employee or the Company or its Affiliates for any reason whatsoever, with or without cause or notice. Any question as to whether and when there has been a termination of such employment or service, and the cause of such termination, shall be determined by the Committee or its delegate, and its determination shall be final.

8. **Notices**. Any notices or other communications provided for in this Agreement shall be sufficient if in writing. In the case of the Employee, such notices or communications shall be effectively delivered if hand delivered to the Employee at the Employee's principal place of employment or if sent by registered or certified mail to the Employee at the last address the Employee has filed with the Partnership. In the case of the Partnership, such notices or communications shall be effectively delivered if sent by registered or certified mail to the Partnership at its principal executive offices.

10. **Entire Agreement; Amendment**. This Agreement replaces and merges all previous agreements and discussions relating to the same or similar subject matters between the Employee and the Partnership or any Affiliate thereof and constitutes the entire agreement between the Employee and the Partnership with respect to the subject matter of this Agreement. Without limiting the generality of the foregoing, the Employee expressly acknowledges that this Agreement supersedes and replaces any prior rights the Employee has or had pursuant to the APL Equity Plans and APL Award Agreements and by accepting the Phantom Units, Employee is waiving any prior rights pursuant to the APL Equity Plans and APL Award Agreements. This Agreement may not be modified in any respect by any verbal statement, representation or agreement made by any employee, officer, or representative of the Partnership or by any written agreement unless signed by an officer of the Partnership who is expressly authorized by the Partnership to execute such document.

11. **Section 409A**. This Agreement is not intended to constitute a deferral of compensation within the meaning of Section 409A of the Code and shall be construed and interpreted in accordance with such intent. For purposes of Section 409A of the Code, to the extent applicable, to the extent that the Employee is a "specified employee" within the meaning of the Treasury Regulations issued pursuant to Section 409A of the Code as of the Employee's separation from service and to the limited extent necessary to avoid the imputation of any tax, penalty or interest pursuant to Section 409A of the Code, no amount which is subject to Section 409A of the Code and is payable on account of Employee's separation from service shall be paid to Employee before the date (the "***Delayed Payment Date***") which is the first day of the seventh month after the Employee's separation from service or, if earlier, the date of the Employee's death following such separation from service. All such amounts that would, but for the immediately preceding sentence, become payable prior to the Delayed Payment Date will be accumulated and paid on the Delayed Payment Date. Termination or cessation of employment or service or similar terms as used in this Agreement means a "separation from service" within the meaning of Treasury Regulation § 1.409A-1(h). All payments pursuant to this Agreement shall be considered "separate payments" for purposes of Section 409A of the Code.

12. **Binding Effect; Survival**. This Agreement shall be binding upon and inure to the benefit of any successors to the Partnership and all persons lawfully claiming under the Employee. The provisions of Section 6 shall survive the lapse of the Forfeiture Restrictions without forfeiture.

13. **Controlling Law**. **This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflicts of law principles thereof, or, if applicable, the laws of the United States.**

IN WITNESS WHEREOF, the General Partner and Employee have caused this Agreement to be duly executed as of the date first above written.

TARGA RESOURCES GP LLC

By: _____

Name: Joe Bob Perkins
Title: Chief Executive Officer

EMPLOYEE

_____

[***employee name***]

EXHIBIT A

[Employee Name]

Lapse (Vesting) Date	Number of Phantom Units Vesting

[EXHIBIT A TO PHANTOM UNIT AWARD AGREEMENT]

Vinson&Elkins

Exhibit 5.1

March 4, 2015

Targa Resources Partners LP
1000 Louisiana, Suite 4300
Houston, Texas 77002

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel for Targa Resources Partners LP, a Delaware limited partnership (the "Partnership"), in connection with the Partnership's registration under the Securities Act of 1933, as amended (the "Act"), of the offer and sale of up to an aggregate of 629,231 common units representing limited partnership interests in the Partnership (the "Units"), pursuant to the Partnership's registration statement on Form S-8 (the "Registration Statement") to be filed with the Securities and Exchange Commission (the "Commission") on March 4, 2015, which Units may be issued from time to time in accordance with the terms of the Targa Resources Partners Long Term Incentive Plan (as amended from time to time, the "Plan").

In reaching the opinions set forth herein, we have examined and are familiar with originals or copies, certified or otherwise identified to our satisfaction, of such documents and records of the Partnership and such statutes, regulations and other instruments as we deemed necessary or advisable for purposes of this opinion, including (i) the Registration Statement, (ii) certain resolutions adopted by the board of directors of the general partner of the Partnership, (iii) the Plan, and (iv) such other certificates, instruments, and documents as we have considered necessary for purposes of this opinion letter. As to any facts material to our opinions, we have made no independent investigation or verification of such facts and have relied, to the extent that we deem such reliance proper, upon representations of public officials and officers or other representatives of the Partnership.

We have assumed (i) the legal capacity of all natural persons, (ii) the genuineness of all signatures, (iii) the authority of all persons signing all documents submitted to us on behalf of the parties to such documents, (iv) the authenticity of all documents submitted to us as originals, (v) the conformity to authentic original documents of all documents submitted to us as copies, (vi) that all information contained in all documents reviewed by us is true, correct and complete and (vii) that the Units will be issued in accordance with the terms of the Plan.

Based on the foregoing and subject to the limitations set forth herein, and having due regard for the legal considerations we deem relevant, we are of the opinion that the Units, when issued and delivered on behalf of the Partnership in accordance with the terms of the Plan and the instruments executed pursuant to the Plan, as applicable, will be duly authorized, validly issued, and non-assessable.

This opinion is limited in all respects to the Delaware Revised Uniform Limited Partnership Act. We express no opinion as to any matter other than as expressly set forth above, and no opinion on any other matter may be inferred or implied herefrom. The opinions expressed herein are rendered as of the date hereof and we expressly disclaim any obligation to update this letter or advise you of any change in any matter after the date hereof.

This opinion letter may be filed as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

/s/ Vinson & Elkins L.L.P.

Vinson & Elkins L.L.P.

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated February 13, 2015 relating to the consolidated financial statements and the effectiveness of internal control over financial reporting, which appears in Targa Resources Partners LP's Annual Report on Form 10-K for the year ended December 31, 2014.

/s/ PricewaterhouseCoopers LLP

Houston, TX
March 4, 2015

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our reports dated February 27, 2015 with respect to the consolidated financial statements and internal control over financial reporting included in the Annual Report on Form 10-K for the year ended December 31, 2014 of Atlas Pipeline Partners, L.P. and subsidiaries, which are incorporated by reference in this Registration Statement. We consent to the incorporation by reference in the Registration Statement of the aforementioned reports.

/s/ GRANT THORNTON LLP

Tulsa, Oklahoma
March 4, 2015