
**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): February 23, 2017

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

Delaware
(State or other jurisdiction
of incorporation)

001-33303
(Commission
File Number)

65-1295427
(IRS Employer
Identification No.)

1000 Louisiana, Suite 4300
Houston, TX 77002
(Address of principal executive office and Zip Code)

(713) 584-1000
(Registrants' telephone number, including area code)

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.

On February 23, 2017, Targa Resources Partners LP (the “Partnership”) and Targa Receivables LLC, a bankruptcy-remote special purpose entity that is an indirect wholly-owned subsidiary of the Partnership (the “SPV”), entered into a Commitment Increase Request with PNC Bank, National Association, as administrator, purchaser agent and LC Bank (the “Commitment Increase Request”) to the Receivables Purchase Agreement dated as of January 10, 2013 among the SPV, as seller, the Partnership, as servicer, the conduit purchasers, the committed purchasers, the purchaser agents and the LC participants party thereto and PNC Bank, National Association, as administrator and LC Bank (the “Purchase Agreement”), which increases the Purchase Limit (as defined in the Purchase Agreement) of the accounts receivable securitization facility to \$350 million. As of February 23, 2017, after giving effect to the Commitment Increase Request, there were \$275 million of trade receivable purchases outstanding under the Facility. A copy of the Commitment Increase Request is filed as Exhibit 10.1 to this Current Report on Form 8-K.

The foregoing description of the Commitment Increase Request does not purport to be complete and is qualified in its entirety by reference to the full text of the Commitment Increase Request, which is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Commitment Increase Request, dated February 23, 2017, by and among Targa Receivables LLC, as seller, the Partnership, as servicer, and PNC Bank, National Association, as administrator, purchaser agent and LC Bank.

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 thereunto duly authorized.

Dated: February 24, 2017

TARGA RESOURCES PARTNERS LP

By: Targa Resources GP LLC,
its general partner

By: /s/ Matthew J. Meloy
Matthew J. Meloy
Executive Vice President and Chief Financial Officer

INDEX TO EXHIBITS

**Exhibit
Number**

Description

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COMMITMENT INCREASE REQUEST

THIS Commitment Increase Request, dated as of February 23, 2017 (this "*Commitment Increase Request*"), is made pursuant to Section 1.2(e) of that certain Receivables Purchase Agreement, dated as of January 10, 2013, as amended by the First Amendment to Receivables Purchase Agreement, dated as of August 20, 2013, the Second Amendment to Receivables Purchase Agreement, dated as of December 13, 2013, the Third Amendment to Receivables Purchase Agreement, dated as of December 12, 2014 the Fourth Amendment to Receivables Purchase Agreement, dated as of December 11, 2015 and the Fifth Amendment to Receivables Purchase Agreement dated as of December 9, 2016 (as so amended, and as otherwise modified, supplemented, amended or amended and restated from time to time, the "*Agreement*"), each by and among TARGA RECEIVABLES LLC, as seller (the "*Seller*"), TARGA RESOURCES PARTNERS LP ("*Targa*"), as servicer (in such capacity, together with its successors and permitted assigns in such capacity and any successor servicer designated in accordance with the terms of the Agreement, the "*Servicer*"), the various CONDUIT PURCHASERS party thereto from time to time, the various COMMITTED PURCHASERS party thereto from time to time, the various PURCHASER AGENTS party thereto from time to time, the various LC Participants party thereto from time to time, and PNC BANK, NATIONAL ASSOCIATION, as administrator (in such capacity, together with its successors and assigns in such capacity, the "*Administrator*") and as LC BANK, is by and among the parties listed above. Unless otherwise defined in this Amendment, capitalized terms shall have the meanings assigned to such terms in the Agreement.

RECITALS

WHEREAS, the Seller has requested that the Administrator, the PNC Purchaser Group and PNC Bank, National Association ("*PNC*"), as Purchaser consent to an increase in its Commitment in accordance with the terms of Section 1.2(e) of the Agreement;

WHEREAS, subject to the terms hereof, the Seller, the Administrator, the Purchaser Agent for the PNC Purchaser Group and PNC, as Purchaser wish to increase the Commitment of the PNC Purchaser Group as provided herein.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, and for good and sufficient consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

Section 1. Increase in Commitment.

1.1. Upon the satisfaction of the conditions set forth herein, the Commitment of the PNC Purchaser Group shall be increased to \$250,000,000 and accordingly, the reference to "\$175,000,000" set forth below PNC's signature to the Agreement shall be deemed to be a reference to the new Commitment of the PNC Purchaser Group of "\$250,000,000".

1.2. As provided in Section 1.2(e) of the Agreement, the Purchase Limit shall automatically increase by the amount of the increase in the Commitment consummated hereunder and shall equal \$350,000,000 after giving effect to this Commitment Increase Request.

Section 2. Representations and Warranties of the Seller and Targa. (i) The Seller makes the representations and warranties contained in Sections 1 and 3 of Exhibit III to the Agreement, and (ii) Targa makes the representations and warranties in Section 2 of Exhibit III to the Agreement, in each case, as of the Effective Date (as defined below) (unless any such representation or warranty expressly indicates it is being made as of another specific date), both before and immediately after giving effect to this Commitment Increase Request.

Section 3. Agreement in Full Force and Effect. All of the terms and conditions of the Agreement shall remain in full force and effect.

Section 4. Effectiveness. This Commitment Increase Request shall become effective in accordance with its terms as of the date hereof (the "*Effective Date*") upon receipt by the Administrator of:

- (i) counterparts of this Commitment Increase Request executed by the Seller, the Servicer, the Administrator, the Purchaser Agent for the PNC Purchaser Group, and PNC, as Purchaser;
- (ii) a duly executed copy of the Commitment Increase Fee Letter, dated as of the date hereof;
- (iii) a certificate from an authorized officer of the Seller certifying that the resolutions previously certified to the Purchasers remain in force.

Section 5. Counterparts. This Commitment Increase Request may be executed in any number of counterparts and by separate parties hereto on separate counterparts (including by way of facsimile or electronic transmission), each of which when executed shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument.

Section 6. Governing Law. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY OTHERWISE APPLICABLE CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, WHICH SHALL APPLY HERETO).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Commitment Increase Request to be executed and delivered by their duly authorized officers as of the date hereof.

TARGA RECEIVABLES LLC, as Seller

By: /s/ Chris McEwan

Chris McEwan

Vice President and Treasurer

Address: 1000 Louisiana, Suite 4300
Houston, Texas 77002
Attention: Vice President and
Treasurer
Telephone: (713) 584-1375
Facsimile: (713) 584-1523
Email: cmcewan@targaresources.com

[Signature Page to Commitment Increase Request]

TARGA RESOURCES PARTNERS LP, as Servicer

By: Targa Resources GP LLC, its general partner

By: /s/ Chris McEwan

Chris McEwan

Vice President and Treasurer

Address: 1000 Louisiana, Suite 4300

Houston, Texas 77002

Attention: Vice President and Treasurer

Telephone: (713) 584-1375

Facsimile: (713) 584-1523

Email: cmcewan@targaresources.com

[Signature Page to Commitment Increase Request]

PNC BANK, NATIONAL ASSOCIATION, as Administrator

By: /s/ Eric Bruno

Name: Eric Bruno

Title: Senior Vice President

Address: PNC Bank, National Association
300 Fifth Avenue
Pittsburgh, Pennsylvania 15222
Attention: Brian M. Stanley
Telephone: (412) 768-2001
Facsimile: (412) 762-9184
Email: ABFAdmin@pnc.com

[Signature Page to Commitment Increase Request]

THE PURCHASER GROUPS:

PNC BANK, NATIONAL ASSOCIATION, as Purchaser Agent
for the PNC Purchaser Group and as a Committed Purchaser

By: /s/ Eric Bruno

Name: Eric Bruno

Title: Senior Vice President

Address: PNC Bank, National Association
300 Fifth Avenue
Pittsburgh, Pennsylvania 15222
Attention: Brian M. Stanley
Telephone: (412) 768-2001
Facsimile: (412)762-9184
Email: ABFAdmin@pnc.com

PNC BANK, NATIONAL ASSOCIATION,
as an LC Bank

By: /s/ Eric Bruno

Name: Eric Bruno

Title: Senior Vice President

Address: PNC Bank, National Association
300 Fifth Avenue
Pittsburgh, Pennsylvania 15222
Attention: Brian M. Stanley
Telephone: (412) 768-2001
Facsimile: (412)762-9184
Email: ABFAdmin@pnc.com

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