

Targa Resources Corp.  
Form DEFM14A  
January 22, 2015  
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**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**SCHEDULE 14A**

**PROXY STATEMENT PURSUANT TO SECTION 14(a) OF THE**  
**SECURITIES EXCHANGE ACT OF 1934**

(AMENDMENT NO. )

Filed by the Registrant

Filed by a Party other than the Registrant

Check the appropriate box:

- Preliminary Proxy Statement
- Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))
- Definitive Proxy Statement
- Definitive Additional Materials
- Soliciting Material Pursuant to § 240.14a-12

**Targa Resources Corp.**  
(Name of Registrant as Specified in Its Charter)

(Name of Person(s) Filing Proxy Statement, if Other Than the Registrant)

Payment of Filing Fee (Check the appropriate box):

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(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

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(1) Amount Previously Paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:

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**MERGER PROPOSED YOUR VOTE IS VERY IMPORTANT**

On October 13, 2014, Atlas Energy, L.P. ( ATLS ), Atlas Energy GP, LLC, which is the general partner of ATLS, Targa Resources Corp. ( TRC ) and Trident GP Merger Sub LLC, which is a newly formed subsidiary of TRC ( GP Merger Sub ), entered into an Agreement and Plan of Merger (the ATLS Merger Agreement ), pursuant to which TRC would acquire ATLS in a merger between ATLS and GP Merger Sub. We refer to this merger as the ATLS Merger. As a result of the ATLS Merger, ATLS will become a wholly owned subsidiary of TRC, and the general partner of ATLS will be indirectly wholly owned by TRC.

Concurrently with the execution of the ATLS Merger Agreement, Atlas Pipeline Partners, L.P. ( APL ) entered into an Agreement and Plan of Merger (the APL Merger Agreement ) with Targa Resources Partners LP ( TRP ), TRC, Targa Resources GP LLC, which is the general partner of TRP ( TRP GP ), Trident MLP Merger Sub LLC, which is a newly formed subsidiary of TRP ( MLP Merger Sub ), ATLS and Atlas Pipeline Partners GP, LLC, which is the general partner of APL, pursuant to which TRP would, immediately following the ATLS Merger, acquire APL in a merger between APL and MLP Merger Sub. We refer to this merger as the APL Merger, and, together with the ATLS Merger, as the Atlas Mergers.

In addition, subject to the terms and conditions set forth in the ATLS Merger Agreement, ATLS has agreed that it will, pursuant to a separation and distribution agreement, (1) transfer its assets and liabilities other than those related to its Atlas Pipeline Partners segment to Atlas Energy Group, LLC, which we refer to as New Atlas , and (2) immediately prior to the ATLS Merger, effect a pro rata distribution to the ATLS unitholders of New Atlas common units representing a 100% interest in New Atlas, which we refer to as the Spin-Off and, together with the Atlas Mergers, the Transactions. Each of the Transactions is cross-conditioned on the other Transactions and will occur only if the others occur or will occur.

Subject to the terms and conditions set forth in the ATLS Merger Agreement, at the effective time of the ATLS Merger, holders of ATLS common units (other than certain common units held by TRC or ATLS or their wholly owned subsidiaries, which will be cancelled) will have the right to receive (1) 0.1809 of a share of TRC common stock, par value \$0.001 per share (such amount, the ATLS Stock Consideration ), and (2) \$9.12 in cash, without interest (the ATLS Cash Consideration and together with the ATLS Stock Consideration, the ATLS Merger Consideration ), for each ATLS common unit. Based on the closing price of the TRC common shares on October 10, 2014, the last trading day before the public announcement of the ATLS Merger, the aggregate value of the ATLS Merger Consideration was approximately \$1.9 billion. No fractional shares of TRC common stock ( TRC shares ) will be issued in the ATLS Merger, and ATLS unitholders will, instead, receive cash in lieu of fractional TRC shares. TRC stockholders will continue to own their existing TRC shares.

Based on the estimated number of TRC shares and ATLS common units that will be outstanding immediately prior to the closing of the ATLS Merger, we estimate that, upon the closing, former ATLS unitholders will own approximately 18% of the combined company and the current TRC stockholders will own approximately 82% of the combined company.

TRC and ATLS will each hold special meetings of their stockholders and unitholders, respectively, in connection with the proposed ATLS Merger. At the special meeting of TRC stockholders, the TRC stockholders will be asked to vote

on the proposal to approve the issuance of TRC shares to ATLS unitholders pursuant to the ATLS Merger Agreement (the TRC stock issuance proposal ). Approval of the TRC stock issuance proposal requires the affirmative vote of a majority of the shares present in person or represented by proxy at the TRC special meeting and entitled to vote thereon. At the special meeting of ATLS unitholders, the ATLS unitholders will be asked to vote on the proposal to approve and adopt the ATLS Merger Agreement and approve the ATLS Merger (the ATLS Merger proposal ). Approval of the ATLS Merger proposal requires the affirmative vote of a majority of the outstanding ATLS common units entitled to vote thereon.

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We cannot complete the ATLS Merger unless the stockholders of TRC approve the TRC stock issuance proposal and the unitholders of ATLS approve the ATLS Merger proposal. **Accordingly, your vote is very important regardless of the number of TRC shares or ATLS common units you own. Voting instructions are set forth inside this joint proxy statement/prospectus.**

**The board of directors of TRC (the TRC Board ) recommends that the holders of TRC shares vote FOR the TRC stock issuance proposal and FOR the adjournment of the special meeting if necessary to solicit additional proxies if there are not sufficient votes to approve the TRC stock issuance proposal at the time of the special meeting.**

**The board of directors of Atlas Energy GP, LLC (the ATLS GP Board ) recommends that the ATLS unitholders vote FOR the ATLS Merger proposal and FOR the proposal to approve, on a non-binding advisory basis, the specified compensatory arrangements between ATLS and its named executive officers relating to the ATLS Merger.**

**This joint proxy statement/prospectus provides you with detailed information about the proposed ATLS Merger and related matters, including the APL Merger. We encourage you to read the entire document carefully. In particular, see Risk Factors beginning on page 40 of this joint proxy statement/prospectus for a discussion of risks relevant to the Atlas Mergers and TRC's business following the Atlas Mergers. In considering the recommendation of the ATLS GP Board, ATLS unitholders should be aware that some of ATLS's directors and executive officers may have interests in the transactions that are different from, or in addition to, the interests they may have as unitholders. See The Transactions Interests of Certain Persons in the Transactions.**

New Atlas has filed a registration statement on Form 10 in connection with the Spin-Off, which includes an information statement describing the Spin-Off and New Atlas's assets and liabilities. If the TRC stock issuance proposal and the ATLS Merger proposal are approved by the TRC stockholders and ATLS unitholders, respectively and the conditions for consummating the distribution and the ATLS Merger are satisfied, no further action on the part of the ATLS unitholders is necessary for each unitholder to receive the common units of New Atlas.

TRC's shares of common stock are listed on the New York Stock Exchange ( NYSE ) under the symbol TRGP, and ATLS's common units are listed on the NYSE under the symbol ATLS. The last reported sale price of TRC's shares of common stock on the NYSE on January 21, 2015 was \$92.08. The last reported sale price of ATLS's common units on the NYSE on January 21, 2015 was \$28.58.

James W. Whalen  
*Executive Chairman of*  
*the Board of Directors of*

Jonathan Z. Cohen  
*Executive Chairman of*  
*the Board of Directors of*

*Targa Resources Corp.*

*Atlas Energy GP, LLC*

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the securities to be issued under this joint proxy statement/prospectus or has determined if this document is truthful or complete. Any representation to the contrary is a criminal offense.**

All information in this document concerning TRC has been furnished by TRC. All information in this document concerning ATLS has been furnished by ATLS.

This joint proxy statement/prospectus is dated January 22, 2015 and is being first mailed to ATLS unitholders and TRC stockholders on or about January 22, 2015.

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Houston, Texas

January 22, 2015

**TARGA RESOURCES CORP.**

**1000 Louisiana Street**

**Suite 4300**

**Houston, Texas 77002**

**NOTICE OF SPECIAL MEETING OF STOCKHOLDERS**

To the Stockholders of Targa Resources Corp.:

A special meeting of stockholders of Targa Resources Corp. ( TRC ) will be held on February 20, 2015 at 8:00 a.m., local time, at Wells Fargo Plaza, 1000 Louisiana Street, Houston, Texas 77002, for the following purposes:

To consider and vote upon a proposal to approve the issuance of shares of common stock of TRC in connection with the merger (the ATLS Merger ) contemplated by the Agreement and Plan of Merger, dated as of October 13, 2014, by and among TRC, Trident GP Merger Sub LLC, Atlas Energy, L.P. and Atlas Energy GP, LLC (the ATLS Merger Agreement ), which we refer to as the TRC stock issuance proposal ; and

to consider and vote on a proposal to approve the adjournment of the special meeting, if necessary to solicit additional proxies if there are not sufficient votes to approve the foregoing proposal at the time of the special meeting, which we refer to as the adjournment proposal.

Approval of the TRC stock issuance proposal requires the affirmative vote of a majority of the shares (the TRC shares ) present in person or represented by proxy at the TRC special meeting and entitled to vote thereon. Approval of the adjournment proposal requires the affirmative vote of a majority of the TRC shares present in person or represented by proxy at the TRC special meeting and entitled to vote thereon. Abstentions will have the same effect as votes against the TRC stock issuance proposal and the adjournment proposal. Failures to vote and broker non-votes (if any) will have no effect on the TRC stock issuance proposal and the adjournment proposal.

We cannot complete the ATLS Merger unless the stockholders of TRC approve the TRC stock issuance proposal. **Accordingly, your vote is very important regardless of the number of TRC shares you own.**

**The board of directors of TRC (the TRC Board ) unanimously determined that the ATLS Merger, the ATLS Merger Agreement, and the transactions contemplated thereby, including the TRC stock issuance, are in the best interests of TRC and the TRC stockholders. The TRC Board unanimously approved the ATLS Merger, the ATLS Merger Agreement and the transactions contemplated thereby, including the TRC stock issuance, and recommends that the holders of TRC shares vote FOR the TRC stock issuance proposal and FOR the**



**adjournment proposal.**

Only stockholders of record at the close of business on January 22, 2015 are entitled to notice of and to vote at the meeting and any adjournments or postponements of the meeting. A list of stockholders entitled to vote at the meeting will be available for inspection at TRC's offices in Houston, Texas for any purpose relevant to the meeting during normal business hours for a period of ten days before the meeting and at the meeting.

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**YOUR VOTE IS IMPORTANT. WHETHER OR NOT YOU EXPECT TO ATTEND THE MEETING, PLEASE SUBMIT YOUR PROXY IN ONE OF THE FOLLOWING WAYS:**

If you hold your TRC shares in the name of a bank, broker or other nominee, you should follow the instructions provided by your bank, broker or nominee when voting your TRC shares.

If you hold your TRC shares in your own name, you may submit your proxy by:

using the toll-free telephone number shown on the proxy card;

using the Internet website shown on the proxy card; or

marking, signing, dating and promptly returning the enclosed proxy card in the postage-paid envelope. It requires no postage if mailed in the United States.

The enclosed joint proxy statement/prospectus provides a detailed description of the ATLS Merger and the ATLS Merger Agreement as well as a description of the issuance of TRC shares to ATLS unitholders pursuant to the ATLS Merger Agreement. We urge you to read this joint proxy statement/prospectus, including any documents incorporated by reference, and the Annexes carefully and in their entirety. If you have any questions concerning the ATLS Merger or this joint proxy statement/prospectus, would like additional copies or need help voting your TRC shares, please contact TRC's proxy solicitor:

D.F. King & Co., Inc.

48 Wall Street

New York, NY 10005

Banks and Brokers Call: (212) 269-5550

All Others Call Toll Free: (800) 821-8780

Email: [trc@dfking.com](mailto:trc@dfking.com)

By order of the Board of Directors of  
Targa Resources Corp.,

Joe Bob Perkins

*Chief Executive Officer*

*Targa Resources Corp.*

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Pittsburgh, Pennsylvania

January 22, 2015

**ATLAS ENERGY, L.P.**

**Park Place Corporate Center One**

**1000 Commerce Drive, 4th floor**

**Pittsburgh, Pennsylvania 15275**

**NOTICE OF SPECIAL MEETING OF UNITHOLDERS**

To the Unitholders of Atlas Energy, L.P.:

A special meeting of unitholders of Atlas Energy, L.P. ( ATLS ) will be held on February 20, 2015 at 9:00 A.M., local time, at the Sofitel Philadelphia, 120 South 17th Street, Philadelphia, Pennsylvania 19103, for the following purpose:

To consider and vote upon the approval and adoption of the Agreement and Plan of Merger, dated as of October 13, 2014 by and among Targa Resources Corp. ( TRC ), Trident GP Merger Sub LLC, Atlas Energy, L.P. and Atlas Energy GP, LLC, dated October 13, 2014 (the ATLS Merger Agreement ), and the approval of the merger contemplated by the ATLS Merger Agreement (the ATLS Merger ), which we refer to as the ATLS Merger proposal ; and

To approve, on an advisory (non-binding) basis, the compensation payments that will or may be paid by ATLS to its named executive officers in connection with the ATLS Merger, which we refer to as the ATLS compensation proposal.

Approval of the ATLS Merger proposal requires the affirmative vote of a majority of the outstanding ATLS common units entitled to vote thereon. Approval, on an advisory, non-binding basis, of the ATLS compensation proposal requires the affirmative vote of the holders of a majority of the outstanding units entitled to vote and represented in person or by proxy at the ATLS special meeting. Abstentions will have the same effect as votes against the ATLS Merger proposal and the ATLS compensation proposal. Failures to vote and broker non-votes (if any) will have the same effect as votes against the ATLS Merger proposal and will have no effect on the ATLS compensation proposal. **The vote on the ATLS compensation proposal is a vote separate and apart from the ATLS Merger proposal. Accordingly, you may vote to approve the ATLS Merger proposal and vote not to approve the ATLS compensation proposal and vice versa. Because the vote on the ATLS compensation proposal is advisory in nature only, it will not be binding on ATLS or TRC.**

We cannot complete the ATLS Merger unless the unitholders of ATLS approve the ATLS Merger proposal. **Accordingly, your vote is very important regardless of the number of ATLS common units you own.**

**The board of directors of Atlas Energy GP, LLC (the ATLS GP Board ) unanimously determined that the ATLS Merger, the ATLS Merger Agreement, and the transactions contemplated thereby, are in the best interests of ATLS and the ATLS unitholders. The ATLS GP Board unanimously approved the ATLS Merger, the ATLS Merger Agreement and the transactions contemplated thereby, and recommends that the ATLS unitholders vote FOR the ATLS Merger proposal and FOR the ATLS compensation proposal.**

In considering the recommendation of the ATLS GP Board, ATLS unitholders should be aware that some of ATLS s directors and executive officers may have interests in the transactions that are different from, or in addition to, the interests they may have as unitholders. See The Transactions Interests of Certain Persons in the Transactions.

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Only unitholders of record at the close of business on January 22, 2015 are entitled to notice of and to vote at the meeting and any adjournments or postponements of the meeting. A list of unitholders entitled to vote at the meeting will be available for inspection at ATLS's offices in Pittsburgh, Pennsylvania for any purpose relevant to the meeting during normal business hours for a period of ten days before the meeting and at the meeting.

**YOUR VOTE IS IMPORTANT. WHETHER OR NOT YOU EXPECT TO ATTEND THE MEETING, PLEASE SUBMIT YOUR PROXY IN ONE OF THE FOLLOWING WAYS:**

If you hold your ATLS common units in the name of a bank, broker or other nominee, you should follow the instructions provided by your bank, broker or nominee when voting your ATLS common units.

If you hold your ATLS common units in your own name, you may submit your proxy by:

using the toll-free telephone number shown on the proxy card;

using the Internet website shown on the proxy card; or

marking, signing, dating and promptly returning the enclosed proxy card in the postage-paid envelope. It requires no postage if mailed in the United States.

The enclosed joint proxy statement/prospectus provides a detailed description of the ATLS Merger and the ATLS Merger Agreement as well as a description of the issuance of TRC shares to ATLS unitholders pursuant to the ATLS Merger Agreement. We urge you to read this joint proxy statement/prospectus, including any documents incorporated by reference, and the Annexes carefully and in their entirety. If you have any questions concerning the ATLS Merger or this joint proxy statement/prospectus, would like additional copies or need help voting your ATLS common units, please contact ATLS's proxy solicitor:

Georgeson Inc.

480 Washington Blvd., 26th Floor

Jersey City, NJ 07310

Banks, Brokers and Shareholders

Call Toll-Free (866) 775-2705

Or Contact via E-mail at:

ATLS@georgeson.com

By order of the Board of Directors of

Atlas Energy GP, LLC,

as the general partner of Atlas Energy, L.P.,

Edward E. Cohen

*Chief Executive Officer and President*

*Atlas Energy GP, LLC*

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**IMPORTANT NOTE ABOUT THIS JOINT PROXY STATEMENT/PROSPECTUS**

This joint proxy statement/prospectus, which forms part of a registration statement on Form S-4 filed with the Securities and Exchange Commission, which is referred to as the SEC or the Commission, constitutes a proxy statement of ATLS under Section 14(a) of the Securities Exchange Act of 1934, as amended, which is referred to as the Exchange Act, with respect to the solicitation of proxies for the special meeting of ATLS unitholders to, among other things, approve the ATLS Merger Agreement and the ATLS Merger. This joint proxy statement/prospectus also constitutes a proxy statement of TRC under Section 14(a) of the Exchange Act with respect to the solicitation of proxies for the special meeting of TRC stockholders to, among other things, approve the TRC stock issuance in connection with the ATLS Merger and a prospectus of TRC under Section 5 of the Securities Act of 1933, as amended, which is referred to as the Securities Act, for TRC shares that will be issued to ATLS unitholders in the ATLS Merger pursuant to the ATLS Merger Agreement.

**As permitted under the rules of the SEC, this joint proxy statement/prospectus incorporates by reference important business and financial information about TRC and ATLS from other documents filed with the SEC that are not included in or delivered with this joint proxy statement/prospectus.** See **Where You Can Find More Information** beginning on page 200. You can obtain any of the documents incorporated by reference into this document from TRC or ATLS, as the case may be, or from the SEC's website at <http://www.sec.gov>. This information is also available to you without charge upon your request in writing or by telephone from TRC or ATLS at the following addresses and telephone numbers:

<p>Targa Resources Corp. 1000 Louisiana Street, Suite 4300 Attention: Investor Relations Houston, Texas 77002 Telephone: (713) 584-1133</p>	<p>Atlas Energy, L.P. Park Place Corporate Center One 1000 Commerce Drive, 4<sup>th</sup> Floor Attention: Investor Relations Pittsburgh, Pennsylvania 15275 Telephone: (877) 280-2857</p>
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Please note that copies of the documents provided to you will not include exhibits, unless the exhibits are specifically incorporated by reference into the documents or this joint proxy statement/prospectus.

You may obtain certain of these documents at TRC's website, <http://www.targaresources.com>, by selecting **Investors** and then selecting **SEC Filings TRGP**, and at ATLS's website, <http://www.atlasenergy.com>, by selecting **Investor Relations** and then selecting **SEC Filings**. Information contained on ATLS's and TRC's websites is expressly not incorporated by reference into this joint proxy statement/prospectus.

**In order to receive timely delivery of requested documents in advance of the special meetings, your request should be received no later than February 13, 2015. If you request any documents, TRC or ATLS will mail them to you by first class mail, or another equally prompt means, after receipt of your request.**

TRC and ATLS have not authorized anyone to give any information or make any representation about the ATLS Merger, TRC or ATLS that is different from, or in addition to, that contained in this joint proxy statement/prospectus



or in any of the materials that have been incorporated by reference into this joint proxy statement/prospectus. Therefore, if anyone distributes this type of information, you should not rely on it. If you are in a jurisdiction where offers to exchange or sell, or solicitations of offers to exchange or purchase, the securities offered by this joint proxy statement/prospectus or the solicitation of proxies are unlawful, or you are a person to whom it is unlawful to direct these types of activities, then the offer presented in this joint proxy statement/prospectus does not extend to you. The information contained in this joint proxy statement/prospectus speaks only as of the date of this joint proxy statement/prospectus, or in the case of information in a document incorporated by reference, as of the date of such document, unless the information specifically indicates that another date applies. All information in this document concerning TRC has been furnished by TRC. All information in this document concerning ATLS has been furnished by ATLS.

Atlas Energy Group, LLC ( New Atlas ) has filed a registration statement on Form 10 in connection with the Spin-Off, which includes an information statement describing the Spin-Off and New Atlas 's assets and liabilities. The registration statement on Form 10 and information statement do not form a part of this joint proxy statement/prospectus and have not been incorporated by reference into this joint proxy statement/prospectus.

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**JOINT PROXY STATEMENT/PROSPECTUS**

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**DEFINITIONS**

The following terms have the meanings set forth below for purposes of this joint proxy statement/prospectus, unless the context otherwise indicates:

Atlas means ATLS and APL, collectively, unless the context otherwise requires.

Atlas Mergers means the ATLS Merger and the APL Merger.

APL means Atlas Pipeline Partners, L.P.

APL GP means Atlas Pipeline Partners GP, LLC, the general partner of APL and a wholly owned subsidiary of ATLS.

APL GP Board means the managing board of APL GP.

APL GP Conflicts Committee means the special conflicts committee of the APL GP Board.

APL Merger means the merger of MLP Merger Sub with and into APL, with APL continuing as the surviving entity and as a subsidiary of TRP.

APL partnership agreement means the Second Amended and Restated Agreement of Limited Partnership of Atlas Pipeline Partners, L.P., dated as of March 9, 2004, as amended.

ATLS means Atlas Energy, L.P.

ATLS GP means ATLS Energy GP, LLC, the general partner of ATLS and a wholly owned subsidiary of ATLS.

ATLS GP Board means the board of directors of ATLS GP.

ATLS Merger means the merger of GP Merger Sub with and into ATLS, with ATLS continuing as the surviving entity and as a subsidiary of TRC.

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ATLS partnership agreement means the Second Amended and Restated Agreement of Limited Partnership of Atlas Energy, L.P., dated as of February 17, 2011, as amended.

Distribution means the pro rata distribution to the ATLS unitholders of New Atlas common units representing a 100% interest in New Atlas.

GP Merger Sub means Trident GP Merger Sub LLC, a subsidiary of TRC.

Midstream Companies means APL GP, Atlas America Mid-Continent, Inc, APL and APL's subsidiaries.

MLP Merger Sub means Trident MLP Merger Sub LLC, a subsidiary of TRP.

New Atlas means Atlas Energy Group, LLC.

New Atlas Companies means New Atlas and all of ATLS's subsidiaries and other entities in which ATLS has a direct or indirect ownership, other than the Midstream Companies.

Separation means the transfer to New Atlas of ATLS's assets and liabilities other than those related to its Atlas Pipeline Partners segment.

Spin-Off means the the Separation and the Distribution.

Targa means TRC and TRP, collectively, unless the context otherwise requires.

Transactions means the ATLS Merger, the APL Merger and the Spin-Off.

TRC means Targa Resources Corp.

TRC Board means the board of directors of TRC.

TRP means Targa Resources Partners LP.

TRP GP means Targa Resources GP LLC, the general partner of TRP and a wholly owned subsidiary of TRC.

TRP GP Board means the board of directors of TRP GP.

TRP partnership agreement means the First Amended and Restated Agreement of Limited Partnership of Targa Resources Partners LP, dated as of February 14, 2007, as amended.

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**QUESTIONS AND ANSWERS ABOUT THE ATLAS MERGERS AND THE SPECIAL MEETINGS**

***Important Information and Risks.*** *The following are brief answers to some questions that you may have regarding the proposed Atlas Mergers and the proposals being considered at the special meetings. You should read and consider carefully the remainder of this joint proxy statement/prospectus, including the Risk Factors beginning on page 40 and the attached Annexes, because the information in this section does not provide all of the information that might be important to you. Additional important information and descriptions of risk factors are also contained in the documents incorporated by reference in this joint proxy statement/prospectus. See Where You Can Find More Information beginning on page 200.*

**Q: Why am I receiving these materials?**

A: TRC and ATLS have agreed to combine by merging GP Merger Sub, a subsidiary of TRC, with and into ATLS, with ATLS surviving the ATLS Merger. The ATLS Merger cannot be completed without the approval of the TRC stockholders and the ATLS unitholders.

**Q: What are the proposed transactions?**

A: TRC and ATLS have agreed to combine by merging GP Merger Sub, a subsidiary of TRC, with and into ATLS under the terms of the ATLS Merger Agreement that is described in this joint proxy statement/prospectus and attached as Annex A (the ATLS Merger ). You are receiving this document because the ATLS Merger requires approval of a majority of the outstanding ATLS units.

Concurrently with the execution of the APL Merger Agreement, TRC and APL have agreed to combine by merging MLP Merger Sub, a subsidiary of TRP, with and into APL immediately following the ATLS Merger under the terms of the APL Merger Agreement that is described in this joint proxy statement/prospectus and attached as Annex B (the APL Merger and, together with the ATLS Merger, the Atlas Mergers ). In connection with the ATLS Merger and subject to the terms and conditions set forth in the ATLS Merger Agreement, ATLS has agreed that it will, pursuant to a separation and distribution agreement (the Separation Agreement ), (1) transfer its assets and liabilities other than those related to its Atlas Pipeline Partners segment to Atlas Energy Group, LLC, which we refer to as New Atlas (the Separation ) and (2) immediately prior to the ATLS Merger, effect a pro rata distribution to the ATLS unitholders of New Atlas common units representing a 100% interest in New Atlas (the Distribution and, together with the Separation, the Spin-Off, and, together with the Atlas Mergers, the Transactions ). Each of the Transactions is cross-conditioned on the other Transactions and will not occur unless the others occur or will occur.

The Atlas Mergers will become effective on the date and at the time that their respective certificates of merger are filed with the Secretary of State of the State of Delaware, or a later date and time if set forth in the certificates of merger. Throughout this joint proxy statement/prospectus, this is referred to as the ATLS Effective Time of the ATLS Merger and the APL Effective Time of the APL Merger, respectively.

**Q: Why are Targa and Atlas proposing the Atlas Mergers?**

A: Targa and Atlas believe that the Atlas Mergers will benefit both Targa and Atlas by combining TRC and ATLS into a single company and TRP and APL into a single company, which, when combined, will be of a significantly larger scale that is better positioned than the separate companies to compete in the marketplace. See The Transactions Recommendation to the TRC Stockholders and the TRC Board's Reasons for the ATLS Merger and The Transactions Recommendation to the ATLS Unitholders and the ATLS GP Board's Reasons for the ATLS Merger.

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**Q: What will happen to ATLS and APL as a result of the Atlas Mergers?**

A: As a result of the ATLS Merger, GP Merger Sub will merge with and into ATLS, and ATLS will survive as a subsidiary of TRC. As a result of the APL Merger, MLP Merger Sub will merge with and into APL, and APL will survive as a subsidiary of TRP.

**Q: What will ATLS common unitholders receive in the ATLS Merger?**

A: As a result of the ATLS Merger, holders of ATLS common units (other than certain common units held by TRC or ATLS or their wholly owned subsidiaries, which will be cancelled) will have the right to receive (1) 0.1809 of a share of TRC common stock (the ATLS Stock Consideration ) and (2) \$9.12 in cash, without interest (the ATLS Cash Consideration and together with the ATLS Stock Consideration, the ATLS Merger Consideration ), for each ATLS common unit that they hold as of immediately prior to the ATLS Merger. Based on the closing price of the TRC shares on October 10, 2014, the last trading day before the public announcement of the ATLS Merger, the aggregate value of the ATLS Merger Consideration was approximately \$1.9 billion. The exchange ratio is fixed and will not be adjusted on account of any change in price of either TRC shares or ATLS common units prior to completion of the ATLS Merger. If the exchange ratio would result in an ATLS unitholder being entitled to receive a fraction of a TRC share, that unitholder will receive cash from TRC in lieu of such fractional interest in an amount equal to such fractional interest multiplied by the average of the closing prices of TRC shares for the five consecutive New York Stock Exchange ( NYSE ) full trading days prior to the closing date of the ATLS Merger.

**Q: Where will my shares or units trade after the ATLS Merger?**

A: TRC shares will continue to trade on the NYSE under the symbol TRGP. ATLS common units will no longer be publicly traded after the completion of the APL Merger.

**Q: What will TRC stockholders receive in the ATLS Merger?**

A: TRC stockholders will simply retain the TRC shares they currently own. They will not receive any additional TRC shares in the ATLS Merger.

**Q: What happens to my future distributions or dividends?**

A: Once the ATLS Merger is completed and ATLS common units are exchanged for TRC shares, when dividends are approved and declared and paid by TRC, former ATLS unitholders will receive dividends on the TRC shares they receive in the ATLS Merger in accordance with TRC's then current dividend policy. ATLS unitholders will receive distributions on their ATLS common units for the quarter ended March 31, 2015. ATLS unitholders will not receive both distributions from ATLS and dividends from TRC for the



same quarter. For additional information, see Market Prices and Dividend and Distribution Information. Current TRC stockholders will continue to receive dividends on their TRC shares in accordance with TRC's then current dividend policy and at the discretion of the TRC Board. For a description of TRC's current dividend policy and related matters, see Comparison of the Rights of TRC Stockholders and ATLS Unitholders.

ATLS unitholders who receive common units of New Atlas will also receive distributions on their New Atlas units, as described in more detail in the New Atlas information statement.

**Q: When and where will the special meetings be held?**

A: *TRC stockholders*: The special meeting of TRC stockholders will be held at Wells Fargo Plaza, 1000 Louisiana Street, Houston, Texas 77002 on February 20, 2015, at 8:00 a.m., local time.

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*ATLS unitholders:* The special meeting of ATLS unitholders will be held at the Sofitel Philadelphia, 120 South 17th Street, Philadelphia, Pennsylvania 19103 on February 20, 2015, at 9:00 A.M., local time.

**Q: Who is entitled to vote at the special meetings?**

A: *TRC stockholders:* The record date for the TRC special meeting is January 22, 2015. Only holders of record of TRC shares as of the close of business on the record date are entitled to notice of, and to vote at, the TRC special meeting or any adjournment or postponement of the TRC special meeting.

*ATLS unitholders:* The record date for the ATLS special meeting is January 22, 2015. Only ATLS unitholders of record as of the close of business on the record date are entitled to notice of, and to vote at, the ATLS special meeting or any adjournment or postponement of the ATLS special meeting.

**Q: What constitutes a quorum at the special meetings?**

A: *TRC stockholders:* The holders of a majority of the outstanding TRC shares, represented in person or by proxy (by submitting a properly executed proxy card or properly submitting your proxy by telephone or Internet), on the record date will constitute a quorum and will permit TRC to conduct the proposed business at the TRC special meeting. Proxies received but marked as abstentions will be counted as shares that are present and entitled to vote for purposes of determining the presence of a quorum. If an executed proxy is returned by a bank, broker or other nominee holding shares in street name indicating that the broker does not have discretionary authority as to certain shares to vote on a specific proposal (a broker non-vote with respect to such proposal), such shares will be considered present at the meeting for purposes of determining the presence of a quorum but cannot be included in the vote.

*ATLS unitholders:* The holders of a majority of the outstanding ATLS common units represented in person or by proxy (by submitting a properly executed proxy card or properly submitting a proxy by telephone or Internet) will constitute a quorum and will permit ATLS to conduct the proposed business at the ATLS special meeting. Proxies received but marked as abstentions will be counted as units that are present and entitled to vote for purposes of determining the presence of a quorum. Broker non-votes (if any) will be considered present at the meeting for purposes of determining the presence of a quorum but cannot be included in the vote.

**Q: What is the vote required to approve each proposal?**

A: *TRC stockholders:* Approval of the TRC stock issuance proposal requires the affirmative vote of a majority of the TRC shares present in person or represented by proxy at the TRC special meeting and entitled to vote thereon. Approval of the adjournment proposal requires the affirmative vote of a majority of the TRC shares present in person or represented by proxy at the TRC special meeting and entitled to vote thereon. Abstentions will have the same effect as votes against the TRC stock issuance proposal and the adjournment proposal. Failures to vote and broker non-votes (if any) will have no effect on the TRC stock issuance proposal and the adjournment proposal.

We estimate that all of the directors and executive officers of TRC will beneficially own, in the aggregate, approximately 10% of the outstanding TRC shares as of the record date. Pursuant to voting and support agreements with ATLS, the executive officers of TRC have agreed to vote any TRC shares beneficially owned by them in favor of the TRC stock issuance proposal and the adjournment proposal. We estimate that the TRC stockholders party to the voting and support agreements will beneficially own, in the aggregate, approximately 10% of the outstanding TRC shares as of the record date. In addition, we believe that the directors of TRC will vote in favor of the TRC stock issuance proposal and the adjournment proposal.

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*ATLS unitholders:* Approval of the ATLS Merger proposal requires the affirmative vote of a majority of the outstanding ATLS common units entitled to vote thereon. Approval, on an advisory, non-binding basis, of the ATLS compensation proposal requires the affirmative vote of the holders of a majority of the outstanding units entitled to vote and represented in person or by proxy at the ATLS special meeting. Abstentions will have the same effect as votes against the ATLS Merger proposal and the ATLS compensation proposal. Failures to vote and broker non-votes (if any) will have the same effect as votes against the ATLS Merger proposal and will have no effect on the ATLS compensation proposal. **The vote on the ATLS compensation proposal is a vote separate and apart from the ATLS Merger proposal. Accordingly, you may vote to approve the ATLS Merger proposal and vote not to approve the ATLS compensation proposal and vice versa. Because the vote on the ATLS compensation proposal is advisory in nature only, it will not be binding on ATLS or TRC.**

We estimate that all of the directors and executive officers of ATLS will beneficially own, in the aggregate, approximately 6% of the outstanding ATLS common units as of the record date. Pursuant to voting and support agreements with TRC, certain directors and executive officers of ATLS have agreed to vote any ATLS common units beneficially owned by them in favor of the ATLS Merger proposal. We estimate that the ATLS unitholders party to the voting and support agreements will beneficially own, in the aggregate, approximately 6% of the outstanding ATLS common units as of the record date. In addition, we believe that the directors and executive officers of ATLS who are not party to voting and support agreements will vote in favor of adopting the APL Merger proposal. We also believe that the directors and executive officers of ATLS will vote in favor of adopting the ATLS compensation proposal.

### **Q: How do I vote my shares or units if I hold them in my own name?**

A: *TRC stockholders:* After you have read this joint proxy statement/prospectus carefully, please respond by completing, signing and dating your proxy card and returning it in the enclosed postage-paid envelope, or by submitting your proxy by telephone or the Internet as soon as possible in accordance with the instructions provided under The TRC Special Meeting Voting Procedures Voting by TRC Stockholders.

*ATLS unitholders:* After you have read this joint proxy statement/prospectus carefully, please respond by completing, signing and dating your proxy card and returning it in the enclosed postage-paid envelope, or by submitting your proxy by telephone or the Internet as soon as possible in accordance with the instructions provided under The ATLS Special Meeting Voting Procedures Voting by ATLS Unitholders.

### **Q: If my shares or units are held in street name by my bank, broker or other nominee, will my bank, broker or other nominee vote them for me?**

A: *TRC stockholders:* As a general rule, absent specific instructions from you, your bank, broker or other nominee is not allowed to vote your TRC shares on any proposal on which your bank, broker or other nominee does not have discretionary authority. The only proposals for consideration at the TRC special meeting are the TRC stock issuance proposal and the adjournment proposal, which are non-discretionary matters for which banks, brokers or other nominees do not have discretionary authority to vote. To instruct your bank, broker or other nominee how to vote, you should follow the directions that your bank, broker or other nominee provides to you.

Please note that you may not vote your TRC shares held in street name by returning a proxy card directly to TRC or by voting in person at the special meeting of TRC stockholders unless you provide a legal proxy, which you must obtain from your bank, broker or other nominee. If you do not instruct your bank, broker or other nominee on how to vote your TRC shares, your bank, broker or other nominee cannot vote your TRC shares, which will result in the absence of a vote for or against the TRC stock issuance proposal and the adjournment proposal. You should therefore provide your, broker or other nominee with instructions as to how to vote your TRC shares.

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*ATLS unitholders:* As a general rule, absent specific instructions from you, your bank, broker or other nominee is not allowed to vote your ATLS common units on any proposal on which your bank, broker or other nominee does not have discretionary authority. Under the current rules of the NYSE, banks, brokers and other nominees do not have discretionary authority to vote on either of the ATLS Merger proposal or the ATLS compensation proposal. To instruct your bank, broker or other nominee how to vote, you should follow the directions that your bank, broker or other nominee provides to you.

Please note that you may not vote your ATLS common units held in street name by returning a proxy card directly to ATLS or by voting in person at the special meeting of ATLS unitholders unless you provide a legal proxy, which you must obtain from your bank, broker or other nominee. If you do not instruct your bank, broker or other nominee on how to vote your ATLS common units, your bank, broker or other nominee cannot vote your ATLS common units, which will have the same effect as a vote against the ATLS Merger proposal and result in the absence of a vote for or against the ATLS compensation proposal. You should therefore provide your, broker or other nominee with instructions as to how to vote your ATLS common units.

### **Q: When do you expect the Atlas Mergers to be completed?**

A: A number of conditions must be satisfied before Targa and Atlas can complete the Atlas Mergers, including the approval of the TRC stock issuance by the TRC stockholders and the approval and adoption of the ATLS Merger Agreement by the ATLS unitholders, the approval and adoption of the APL Merger Agreement by the APL unitholders and the consummation of the Spin-Off. Although Targa and Atlas cannot be sure when all of the conditions to the Atlas Mergers will be satisfied, Targa and Atlas expect to complete the Atlas Mergers as soon as practicable following the TRC, ATLS and APL special meetings (assuming the TRC stock issuance, the ATLS Merger and the APL Merger proposals are approved by the TRC stockholders, ATLS unitholders and APL unitholders, respectively). For additional information, see The Transaction Agreements The ATLS Merger Agreement Conditions to Consummation of the ATLS Merger and The Transaction Agreements The APL Merger Agreement Conditions to Consummation of the APL Merger.

### **Q: How does the TRC Board recommend that the TRC stockholders vote?**

A: The TRC Board recommends that TRC stockholders vote FOR the TRC stock issuance proposal and FOR the adjournment proposal.

On October 12, 2014, the TRC Board unanimously determined that the ATLS Merger, the ATLS Merger Agreement, and the transactions contemplated thereby, including the TRC stock issuance, are in the best interests of TRC and the TRC stockholders. The TRC Board unanimously approved the ATLS Merger, the ATLS Merger Agreement and the transactions contemplated thereby, including the TRC stock issuance, and recommends that the holders of TRC shares vote FOR the TRC stock issuance proposal and FOR the adjournment proposal.

### **Q: How does the ATLS GP Board recommend that the ATLS unitholders vote?**

A: The ATLS GP Board recommends that ATLS unitholders vote FOR the ATLS Merger proposal and FOR the ATLS compensation proposal.

On October 12, 2014, the ATLS GP Board unanimously determined that the ATLS Merger, the ATLS Merger Agreement, and the transactions contemplated thereby, are in the best interests of ATLS and the ATLS unitholders. The ATLS GP Board unanimously approved the ATLS Merger, the ATLS Merger Agreement and the transactions contemplated thereby, and recommends that the ATLS unitholders vote FOR the ATLS Merger proposal and FOR the ATLS compensation proposal.

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In considering the recommendation of the ATLS GP Board, ATLS unitholders should be aware that some of ATLS's directors and executive officers may have interests in the Transactions that are different from, or in addition to, the interests they may have as unitholders. See [The Transactions](#) [Interests of Certain Persons in the Transactions](#).

**Q: What are the expected U.S. federal income tax consequences to an ATLS unitholder as a result of the transactions contemplated by the ATLS Merger Agreement?**

A: The receipt of TRC shares and cash in exchange for ATLS common units pursuant to the ATLS Merger will be a taxable transaction to U.S. holders (as defined in [Material U.S. Federal Income Tax Consequences](#)) for U.S. federal income tax purposes. A U.S. holder will generally recognize capital gain or loss on the receipt of TRC shares and cash in exchange for ATLS common units. However, a portion of this gain or loss, which portion will likely be substantial, will be separately computed and taxed as ordinary income or loss to the extent attributable to assets giving rise to depreciation recapture or other [unrealized receivables](#) or to [inventory items](#) owned by ATLS and its subsidiaries, even if the ATLS unitholder's aggregate adjusted basis in its ATLS common units exceeds the amount realized in the exchange. Consequently, a U.S. holder may recognize both ordinary income and capital loss upon the exchange of ATLS common units in the ATLS Merger. Passive losses that were not deductible by a U.S. holder in prior taxable periods because they exceeded a U.S. holder's share of ATLS's income may become available to offset a portion of the gain recognized by such U.S. holder. In addition, certain ATLS unitholders may be subject to the 3.8% net investment income tax on unearned income in respect of any net gain from the exchange. See [Material U.S. Federal Income Tax Consequences](#).

**Q: What are the expected U.S. federal income tax consequences for an ATLS unitholder of the ownership of TRC shares after the ATLS Merger is completed?**

A: TRC is classified as a corporation for U.S. federal income tax purposes, and thus, TRC (and not its stockholders) is subject to U.S. federal income tax on its taxable income. A distribution of cash by TRC to a stockholder who is a U.S. holder (as defined in [Material U.S. Federal Income Tax Consequences](#)) will generally be included in such U.S. holder's income as ordinary dividend income to the extent of TRC's current or accumulated [earnings and profits](#) as determined under U.S. federal income tax principles. A portion of the cash distributed to TRC shareholders by TRC after the ATLS Merger may exceed TRC's current and accumulated earnings and profits. Distributions of cash in excess of TRC's current or accumulated earnings and profits will be treated as a non-taxable return of capital reducing a U.S. holder's adjusted tax basis in such U.S. holder's TRC shares and, to the extent the distribution exceeds such stockholder's adjusted tax basis, as capital gain from the sale or exchange of such TRC shares. See [Material U.S. Federal Income Tax Consequences](#).

**Q: Are TRC stockholders or ATLS unitholders entitled to appraisal rights?**

A: No. Neither TRC stockholders nor ATLS unitholders are entitled to appraisal rights in connection with the APL Merger under applicable law or contractual appraisal rights under TRC's organizational documents, the



ATLS partnership agreement or the ATLS Merger Agreement.

**Q: What if I do not vote?**

A: *TRC stockholders*: If you vote *abstain* on your proxy card, it will have the same effect as a vote against the TRC stock issuance proposal and the adjournment proposal. If you do not vote in person or by proxy, or a broker non-vote is made, it will have no effect on the TRC stock issuance proposal and the adjournment proposal. If you sign and return your proxy card but do not indicate how you want to vote, your proxy will be counted as a vote **FOR** the TRC stock issuance proposal and **FOR** the adjournment proposal.

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*ATLS unitholders:* If you you vote abstain on your proxy card, it will have the same effect as a vote against the ATLS Merger proposal and the ATLS compensation proposal. If you do not vote in person or by proxy, or a broker non-vote is made, it will have the same effect as a vote against the ATLS Merger proposal and will have no effect on the ATLS compensation proposal. If you sign and return your proxy card but do not indicate how you want to vote, your proxy will be counted as a vote FOR the ATLS Merger proposal and FOR the ATLS compensation proposal.

**Q: If I am planning to attend a special meeting in person, should I still vote by proxy?**

A: Yes. Whether or not you plan to attend the special meeting for the company in which you own shares or units, as applicable, you should vote by proxy. Your shares or units will not be voted if you do not vote by proxy and do not vote in person at the scheduled special meeting of the company in which you hold shares or units, as applicable.

**Q: Who may attend the TRC special meeting and the ATLS special meeting?**

A: TRC stockholders (or their authorized representatives) and TRC's invited guests may attend the TRC special meeting. ATLS unitholders (or their authorized representatives) and ATLS's invited guests may attend the ATLS special meeting. All attendees should be prepared to present government-issued photo identification (such as a driver's license or passport) for admittance.

**Q: Can I change my vote after I have submitted by proxy?**

A: Yes. If you own your shares or units in your own name, you may revoke your proxy at any time prior to its exercise by:

giving written notice of revocation to the Secretary of ATLS GP or the Secretary of TRC, as applicable, at or before the special meeting of the company in which you own shares or units;

appearing and voting in person at the special meeting of the company in which you own shares or units; or

properly completing and executing a later dated proxy and delivering it to the Secretary of ATLS GP or the Secretary of TRC, as applicable, at or before the special meeting.

Your presence without voting at the meeting will not automatically revoke your proxy, and any revocation during the meeting will not affect votes previously taken.

**Q: What should I do if I receive more than one set of voting materials for the TRC special meeting or the ATLS special meeting?**

A: You may receive more than one set of voting materials for the TRC special meeting or the ATLS special meeting and the materials may include multiple proxy cards or voting instruction cards. For example, you will receive a separate voting instruction card for each brokerage account in which you hold shares or units. Additionally, if you are a holder of record registered in more than one name, you will receive more than one proxy card. Finally, if you hold both TRC shares and ATLS common units, you will receive two separate packages of proxy materials. Please complete, sign, date and return each proxy card and voting instruction card that you receive according to the instructions on it.

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**Q: Whom do I call if I have further questions about voting, the special meetings or the ATLS Merger?**

A: TRC stockholders and ATLS unitholders who have questions about the ATLS Merger, including the procedures for voting their shares or units, or who desire additional copies of this joint proxy statement/prospectus or additional proxy cards should contact:

**If you are a TRC stockholder:**

D.F. King & Co., Inc.

48 Wall Street

New York, NY 10005

Banks and Brokers Call: (212) 269-5550

All Others Call Toll Free: (800) 821-8780

Email: [trc@dfking.com](mailto:trc@dfking.com)

or

**Targa Resources Corp.**

1000 Louisiana Street, Suite 4300

Attention: Investor Relations

Houston, Texas 77002

Telephone: (713) 584-1133

**If you are an ATLS unitholder:**

Georgeson Inc.

480 Washington Blvd., 26th Floor

Jersey City, NJ 07310

Banks, Brokers and Shareholders

Call Toll-Free (866) 775-2705

Or Contact via E-mail at:

[ATLS@georgeson.com](mailto:ATLS@georgeson.com)

or

**Atlas Energy, L.P.**

Park Place Corporate Center One

1000 Commerce Drive, 4<sup>th</sup> Floor

Attention: Investor Relations

Pittsburgh, Pennsylvania 15275

Telephone: (877) 280-2857

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**SUMMARY**

*This summary highlights some of the information in this joint proxy statement/prospectus. It may not contain all of the information that is important to you. To understand the Atlas Mergers fully and for a more complete description of the terms of the Atlas Mergers, you should read carefully this document, the documents incorporated by reference, and the Annexes to this document, including the full text of the Atlas Merger Agreements included as Annex A and Annex B. Please also read *Where You Can Find More Information*.*

**The Parties**

***Targa Resources Corp.***

Targa Resources Corp., or TRC, is a publicly traded Delaware corporation formed in October 2005. TRC does not directly own any operating assets; its main source of future revenue therefore is from general and limited partner interests, including incentive distribution rights ( IDRs ), in TRP. TRC s shares of common stock are listed on the NYSE under the symbol TRGP.

TRC s principal executive offices are located at 1000 Louisiana Street, Suite 4300, Houston, Texas 77002 and its telephone number is 713-584-1000.

***Targa Resources Partners LP***

Targa Resources Partners LP, or TRP, is a publicly traded Delaware limited partnership formed in October 2006 by its parent, TRC, to own, operate, acquire and develop a diversified portfolio of complementary midstream energy assets. TRP s common units are listed on the NYSE under the symbol NGLS. TRP is a leading provider of midstream natural gas and natural gas liquids ( NGL ) services in the United States, with a growing presence in crude oil gathering and petroleum terminaling.

TRP is engaged in the business of:

gathering, compressing, treating, processing and selling natural gas;

storing, fractionating, treating, transporting and selling NGLs and NGL products;

gathering, storing and terminaling crude oil; and

storing, terminaling and selling refined petroleum products.

TRP s principal executive offices are located at 1000 Louisiana Street, Suite 4300, Houston, Texas 77002 and its telephone number is 713-584-1000.

***Atlas Energy, L.P.***

Atlas Energy, L.P., or ATLS, is a publicly traded Delaware master limited partnership whose common units are listed on the NYSE under the symbol ATLS. Its assets currently consist principally of its ownership interests in the following:

Atlas Pipeline Partners, L.P. (NYSE: APL), a publicly traded Delaware master limited partnership and midstream energy service provider engaged in natural gas gathering, processing and treating services primarily in the Anadarko, Arkoma and Permian Basins located in the southwestern and mid-continent regions of the United States and in the Eagle Ford Shale play in south Texas; natural gas gathering services in the Appalachian Basin in the northeastern region of the United States; and NGL transportation services in the southwestern region of the United States;

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Atlas Resource Partners, L.P. (NYSE: ARP), a publicly traded Delaware master limited partnership and an independent developer and producer of natural gas, crude oil and NGLs, with operations in basins across the United States. ARP sponsors and manages tax-advantaged investment partnerships, in which it coinvests, to finance a portion of its natural gas and oil production activities;

Its exploration and production development subsidiary (the Development Subsidiary), a partnership that currently conducts natural gas and oil operations in the mid-continent region of the United States. At October 31, 2014, ATLS owned a 2.5% limited partner interest in the Development Subsidiary and 80.0% of its outstanding general partner units;

Lightfoot Capital Partners, L.P. (Lightfoot L.P.) and Lightfoot Capital Partners GP, LLC (Lightfoot GP), the general partner of Lightfoot L.P. (collectively, Lightfoot), entities which incubate new master limited partnerships (MLPs) and invest in existing MLPs. At October 31, 2014, ATLS had an approximate 15.9% general partner interest and 12% limited partner interest in Lightfoot; and

Direct natural gas development and production assets in the Arkoma Basin.

ATLS's principal executive offices are located at Park Place Corporate Center One, 1000 Commerce Drive, 4th Floor, Pittsburgh, Pennsylvania 15275-1011, and its telephone number is (877) 950-7473.

### ***Atlas Pipeline Partners, L.P.***

Atlas Pipeline Partners, L.P., or APL, is a publicly traded Delaware limited partnership formed in 1999 whose common units are listed on the NYSE under the symbol APL. APL is a leading provider of natural gas gathering, processing and treating services primarily in the Anadarko, Arkoma and Permian Basins located in the southwestern and mid-continent regions of the United States and in the Eagle Ford Shale play in south Texas; a provider of natural gas gathering services in the Appalachian Basin in the northeastern region of the United States and a provider of NGL transportation services in the southwestern region of the United States.

APL's general partner, Atlas Pipeline Partners GP, LLC, manages its operations and activities through its ownership of APL's general partner interest. Atlas Pipeline GP is a wholly owned subsidiary of ATLS, which owned 5.5% of the limited partner interests in APL at October 31, 2014, as well as a 2.0% general partner interest.

APL's principal executive offices are located at Park Place Corporate Center One, 1000 Commerce Drive, 4th Floor, Pittsburgh, Pennsylvania 15275-1011, and its telephone number is (877) 950-7473.

### ***Relationships Between the Parties***

Prior to May 2014, APL indirectly held an aggregate 20% interest in West Texas LPG Pipeline Limited Partnership (WTLPG), which owns a common-carrier pipeline system that transports NGLs from New Mexico and Texas to Mont Belvieu, Texas for fractionation. During 2011, 2012 and 2013, certain subsidiaries of TRP paid WTLPG approximately \$25.4 million, \$20.8 million and \$22.9 million, respectively, for the WTLPG tariffs, net payments for system losses/gains and reimbursements for connections and other construction costs. For the nine months ended September 30, 2013 and 2014, certain subsidiaries of TRP paid WTLPG approximately \$17.4 and \$20.0 million, respectively, for the WTLPG tariffs, net payments for system losses/gains and reimbursements for connections and other construction costs.

During 2013, certain subsidiaries of TRP paid Atlas Barnett LLC and Atlas Pipeline Mid-Continent LLC, subsidiaries of APL, approximately \$4.4 million pursuant to certain gas purchase agreements. For the nine months ended September 30, 2013 and 2014, certain subsidiaries of TRP paid Atlas Barnett LLC and Atlas Pipeline Mid-Continent LLC approximately \$2.1 million and \$8.4 million, respectively, pursuant to certain gas purchase agreements.



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### **The Transactions**

On October 13, 2014, TRC and ATLS entered into an Agreement and Plan of Merger with GP Merger Sub and ATLS GP, which we refer to as the ATLS Merger Agreement. The ATLS Merger Agreement provides that, upon the terms and subject to the conditions set forth therein, GP Merger Sub will merge with and into ATLS, with ATLS surviving the merger as a subsidiary of TRGP, which we refer to as the ATLS Merger.

Concurrently with the execution of the ATLS Merger Agreement, on October 13, 2014, TRP and APL entered into an Agreement and Plan of Merger with TRC, TRP GP, MLP Merger Sub, ATLS and APL GP, which we refer to as the APL Merger Agreement. The APL Merger Agreement provides that, upon the terms and subject to the conditions set forth therein, immediately following the ATLS Merger, MLP Merger Sub will merge with and into APL, with APL surviving the merger as a subsidiary of NGLS, which we refer to as the APL Merger.

Subject to the terms and conditions set forth in the ATLS Merger Agreement, ATLS has agreed that it will, pursuant to the Separation Agreement, (1) transfer its assets and liabilities other than those related to its Atlas Pipeline Partners segment to Atlas Energy Group, LLC, which we refer to as New Atlas, and (2) immediately prior to the ATLS Merger, effect a pro rata distribution to the ATLS unitholders of New Atlas common units representing a 100% interest in New Atlas, which we refer to as the Spin-Off.

Each of the Transactions is cross-conditioned (subject to permitted waiver) on either the consummation of each of the other Transactions or the parties' agreement that such other Transactions will occur substantially concurrently with the other Transactions.

### **The ATLS Merger Consideration**

The ATLS Merger Agreement provides that, at the ATLS Effective Time, each ATLS common unit issued and outstanding immediately prior to the ATLS Effective Time will be converted into the right to receive (i) 0.1809 of a share of TRC common stock, which we refer to as the ATLS Stock Consideration, and (ii) cash in the amount of \$9.12, which we refer to as the ATLS Cash Consideration and, together with the ATLS Stock Consideration, the ATLS Merger Consideration. Based on the closing price of the TRC shares on October 10, 2014, the last trading day before the public announcement of the ATLS Merger, the aggregate value of the ATLS Merger Consideration was approximately \$1.9 billion. Any ATLS common units owned immediately prior to the ATLS Effective Time by ATLS or its wholly owned subsidiaries or by TRC or its wholly owned subsidiaries will be cancelled without any conversion or payment of consideration in respect thereof.

### **The APL Merger Consideration**

The APL Merger Agreement provides that, at the APL Effective Time, each APL unit issued and outstanding immediately prior to the APL Effective Time will be converted into the right to receive (i) 0.5846 of a TRP common unit, which we refer to as the APL Unit Consideration, and (ii) cash in the amount of \$1.26, which we refer to as the APL Cash Consideration and, together with the APL Unit Consideration, the APL Merger Consideration. Based on the closing price of the TRP common units on October 10, 2014, the last trading day before the public announcement of the APL Merger, the aggregate value of the APL Merger Consideration was approximately \$5.8 billion. Any APL common units owned immediately prior to the APL Effective Time by APL or its wholly owned subsidiaries or by TRP or its wholly owned subsidiaries will be cancelled without any conversion or payment of consideration in respect thereof.



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### **Treatment of ATLS Equity Awards**

#### ***Spin-Off Adjustment to ATLS Equity Awards***

In connection with the Spin-Off, each option to purchase ATLS common units will be converted into an adjusted ATLS option and a New Atlas option. We refer to each of the ATLS options as adjusted in connection with the Spin-Off as an adjusted ATLS option. The exercise price and number of units subject to each option will be adjusted in order to preserve the aggregate intrinsic value of the original ATLS option as measured immediately before and immediately after the Spin-Off, subject to rounding.

Holders of ATLS phantom unit awards will retain those awards and also will receive a New Atlas phantom unit award covering a number of New Atlas common units that reflects the distribution to ATLS unitholders, determined by applying the distribution ratio in the Spin-Off to the ATLS phantom unit awards as though they were actual ATLS common units. We refer to each of ATLS phantom units as an original ATLS phantom unit.

#### ***Treatment of New Atlas Equity Awards***

Immediately following the Spin-Off, all New Atlas options and phantom unit awards will become fully vested and will be cancelled and settled for the implied value of a New Atlas common unit less, in the case of New Atlas options, the applicable exercise price. All New Atlas options and phantom unit awards will be settled in cash, subject to a specified aggregate cap on the amount of cash that may be distributed in respect of all New Atlas equity awards. If the cap is exceeded, then any amounts payable to holders of New Atlas equity awards in excess of the cap will be settled in New Atlas common units. If the cap is not exceeded, then any excess available cash will be distributed to the holders of New Atlas phantom unit awards on a pro rata basis. The computation of the cap is discussed in more detail in the section entitled *The Transactions* *Interests of Certain Persons in the Transaction* *Severance Payments*.

#### ***ATLS Equity Awards Held by New Atlas Allocated Employees***

*Adjusted ATLS Options.* Each adjusted ATLS option, whether vested or unvested, that is held by an employee of New Atlas following the Spin-Off (whom we refer to collectively as *New Atlas allocated employees* ), a non-employee director of ATLS or APL, or a former employee, and that is outstanding immediately prior to the ATLS Effective Time, will, as of the ATLS Effective Time, become fully vested and be cancelled and converted into the right to receive the ATLS Merger Consideration in respect of each ATLS common unit underlying the adjusted ATLS option, net of the applicable exercise price. Any adjusted ATLS option that has an exercise price that is greater than or equal to the cash value of the ATLS Merger Consideration will be cancelled for no consideration.

*Original ATLS Phantom Unit Awards.* Each original ATLS phantom unit that is held by a New Atlas allocated employee, a non-employee director of ATLS or APL, or a former employee, and that is outstanding immediately prior to the ATLS Effective Time, will, as of the ATLS Effective Time, become fully vested and be cancelled and converted into the right to receive the ATLS Merger Consideration in respect of each ATLS common unit underlying the original ATLS phantom unit award.

#### ***ATLS Equity Awards Held by ATLS Employees***

*Adjusted ATLS Options.* Each vested adjusted ATLS option that is held by an employee of ATLS following the Spin-Off (whom we refer to as *ATLS allocated employees* ), and that is outstanding immediately prior to the ATLS Effective Time, will, as of the ATLS Effective Time, be cancelled and converted into the right to receive the ATLS Merger Consideration in respect of each ATLS common unit underlying the adjusted ATLS option, net of the

applicable exercise price.

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Each unvested adjusted ATLS option that is held by an ATLS allocated employee and outstanding immediately prior to the ATLS Effective Time, will, as of the ATLS Effective Time, be cancelled and converted into the right to receive (net of the applicable exercise price): (1) the ATLS Cash Consideration in respect of each ATLS common unit underlying the adjusted ATLS option and (2) a TRC restricted stock award with respect to a number of shares of TRC common stock (rounded down to the nearest whole share) equal to the product of (a) the number of ATLS common units underlying the adjusted ATLS option, multiplied by (b) the ATLS Stock Consideration. Each TRC restricted stock award will settle in TRC common stock upon vesting.

Any adjusted ATLS option that has an exercise price that is greater than or equal to the cash value of the ATLS Merger Consideration will be cancelled for no consideration.

*Original ATLS Phantom Unit Awards.* Each original ATLS phantom unit award that is held by an ATLS allocated employee and outstanding immediately prior to the ATLS Effective Time, will, as of the ATLS Effective Time, be cancelled and converted into the right to receive: (1) the ATLS Cash Consideration in respect of each ATLS common unit underlying the original ATLS phantom unit award and (2) a TRC restricted stock award with respect to a number of shares of TRC common stock (rounded to the nearest whole share) equal to the product of (a) the number of ATLS common units underlying the original ATLS phantom unit award, multiplied by (b) the ATLS Stock Consideration. Each TRC restricted stock award will settle in TRC common stock upon vesting.

## **Treatment of APL Equity Awards**

### ***APL Phantom Unit Awards Held by New Atlas Allocated Employees***

Each APL phantom unit award that is outstanding immediately prior to the APL Effective Time and held by a New Atlas allocated employee, a non-employee director of ATLS or APL, or a former employee will, as of the APL Effective Time, become fully vested and be cancelled and converted into the right to receive the APL Merger Consideration in respect of each APL common unit underlying the APL phantom unit award.

### ***APL Phantom Unit Awards Held by ATLS Allocated Employees***

Each APL phantom unit award that is outstanding immediately prior to the APL Effective Time and held by an ATLS allocated employee will, as of the APL Effective Time, be cancelled and converted into the right to receive: (1) the APL Cash Consideration in respect of each APL common unit underlying the APL phantom unit award and (2) a TRP phantom unit award with respect to a number of TRP units (rounded to the nearest whole unit) equal to the product of (a) number of APL common units underlying the APL phantom unit award, multiplied by (b) the APL Unit Consideration. Each TRP phantom unit award will settle in TRP units upon vesting.

## **Special Meetings**

### ***TRC Special Meeting***

*Where and when:* The TRC special meeting will take place at Wells Fargo Plaza, 1000 Louisiana Street, Houston, Texas 77002 on February 20, 2015 at 8:00 a.m., local time.

*What you are being asked to vote on:* At the TRC special meeting, TRC stockholders will vote on the TRC stock issuance proposal and the adjournment proposal.

*Who may vote:* You may vote at the TRC special meeting if you owned TRC shares at the close of business on the record date, January 22, 2015. On that date, we estimate that there were will be approximately 42,143,400 TRC shares outstanding. You may cast one vote for each outstanding TRC share that you owned on the record date.

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*What vote is needed:* Approval of the TRC stock issuance proposal requires the affirmative vote of a majority of the TRC shares present in person or represented by proxy at the TRC special meeting and entitled to vote thereon. Approval of the adjournment proposal requires the affirmative vote of a majority of the TRC shares present in person or represented by proxy at the TRC special meeting and entitled to vote thereon. Abstentions will have the same effect as votes against the TRC stock issuance proposal and the adjournment proposal. Failures to vote and broker non-votes (if any) will have no effect on the TRC stock issuance proposal and the adjournment proposal.

We estimate that all of the directors and executive officers of TRC will beneficially own, in the aggregate, approximately 10% of the outstanding TRC shares as of the record date. Pursuant to voting and support agreements with ATLS, the executive officers of TRC have agreed to vote any TRC shares beneficially owned by them in favor of the TRC stock issuance proposal and the adjournment proposal. We estimate that the TRC stockholders party to the voting and support agreements will beneficially own, in the aggregate, approximately 10% of the outstanding TRC shares as of the record date. In addition, we believe that the directors of TRC will vote in favor of the TRC stock issuance proposal and the adjournment proposal.

### *ATLS Special Meeting*

*Where and when:* The ATLS special meeting will take place at the Sofitel Philadelphia, 120 South 17th Street, Philadelphia, Pennsylvania 19103 on February 20, 2015 at 9:00 A.M., local time.

*What you are being asked to vote on:* At the ATLS special meeting, ATLS unitholders will vote on the ATLS Merger proposal and the ATLS compensation proposal. ATLS unitholders also may be asked to consider other matters as may properly come before the meeting. At this time, ATLS knows of no other matters that will be presented for the consideration of its unitholders at the meeting.

*Who may vote:* You may vote at the ATLS special meeting if you owned ATLS common units at the close of business on the record date, January 22, 2015. On that date, we estimate that there will be approximately 51,985,700 ATLS common units outstanding. You may cast one vote for each outstanding ATLS common unit that you owned on the record date.

*What vote is needed:* Approval of the ATLS Merger proposal requires the affirmative vote of a majority of the outstanding ATLS common units entitled to vote thereon. Approval, on an advisory, non-binding basis, of the ATLS compensation proposal each requires the affirmative vote of the holders of a majority of the outstanding units entitled to vote and represented in person or by proxy at the ATLS special meeting. Abstentions will have the same effect as votes against the ATLS Merger proposal and the ATLS compensation proposal. Failures to vote and broker non-votes (if any) will have the same effect as votes against the ATLS Merger proposal and will have no effect on the ATLS compensation proposal. **The vote on the ATLS compensation proposal is a vote separate and apart from the ATLS Merger proposal. Accordingly, you may vote to approve the ATLS Merger proposal and vote not to approve the ATLS compensation proposal and vice versa. Because the vote on the ATLS compensation proposal is advisory in nature only, it will not be binding on ATLS or TRC.**

We estimate that all of the directors and executive officers of ATLS will beneficially own, in the aggregate, approximately 6% of the outstanding ATLS common units as of the record date. Pursuant to voting and support agreements with TRC, certain directors and officers of ATLS have agreed to vote any ATLS common units beneficially owned by them in favor of the ATLS executive Merger proposal. We estimate that the ATLS unitholders party to the voting and support agreements will beneficially own, in the aggregate, approximately 6% of the outstanding ATLS common units as of the record date. In addition, we believe that the directors and executive officers of ATLS who are not party to voting and support agreements will vote in favor of adopting the APL Merger proposal.

We also believe that the directors and executive officers of ATLS will vote in favor of adopting the ATLS compensation proposal.



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**Recommendation to the TRC Stockholders and the TRC Board's Reasons for the ATLS Merger**

At a special board meeting held on October 12, 2014, the TRC Board unanimously determined that the ATLS Merger, the ATLS Merger Agreement, and the transactions contemplated thereby, including the TRC stock issuance, are in the best interests of TRC and the TRC stockholders. The TRC Board unanimously approved the ATLS Merger, the ATLS Merger Agreement and the transactions contemplated thereby, including the TRC stock issuance, and recommends that the holders of TRC shares vote FOR the TRC stock issuance proposal and FOR the adjournment proposal. In the course of reaching its decision to approve the ATLS Merger, the ATLS Merger Agreement and the transactions contemplated thereby, the TRC Board considered a number of factors in its deliberations. For a more complete discussion of these factors, see [The Transactions Recommendation to the TRC Stockholders and the TRC Board's Reasons for the ATLS Merger](#).

**Recommendation to the ATLS Unitholders and the ATLS GP Board's Reasons for the ATLS Merger**

At a special board meeting held on October 12, 2014, the ATLS GP Board unanimously determined that the ATLS Merger, the ATLS Merger Agreement, and the transactions contemplated thereby, are in the best interests of ATLS and the ATLS unitholders. The ATLS GP Board unanimously approved the ATLS Merger, the ATLS Merger Agreement and the transactions contemplated thereby, and recommends that the ATLS unitholders vote FOR the ATLS Merger proposal and FOR the ATLS compensation proposal. In the course of reaching its decision to approve the ATLS Merger proposal, the ATLS GP Board considered a number of factors in its deliberations. For a more complete discussion of these factors, see [The Transactions Recommendation to the ATLS Unitholders and the ATLS GP Board's Reasons for the ATLS Merger](#).

In considering the recommendation of the ATLS GP Board, ATLS unitholders should be aware that some of ATLS's directors and executive officers may have interests in the transactions that are different from, or in addition to, the interests they may have as unitholders. See [The Transactions Interests of Certain Persons in the Transactions](#).

**Opinion of the TRC Board's Financial Advisor**

On October 12, 2014, Wells Fargo Securities, LLC, which we refer to in this joint proxy statement/prospectus as Wells Fargo Securities, rendered its oral opinion to the TRC Board (which was confirmed in writing by delivery of Wells Fargo Securities' written opinion addressed to the TRC Board dated October 12, 2014), as to, as of October 12, 2014, the fairness, from a financial point of view, to TRC of the ATLS Merger Consideration to be paid and issued by TRC in the ATLS Merger pursuant to the ATLS Merger Agreement.

**Wells Fargo Securities' opinion was for the information of the TRC Board (in its capacity as such) in connection with its evaluation of the ATLS Merger. Wells Fargo Securities' opinion only addressed the fairness, from a financial point of view, to TRC of the ATLS Merger Consideration to be paid and issued by TRC in the ATLS Merger pursuant to the ATLS Merger Agreement and did not address any other terms, aspects or implications of the ATLS Merger or any agreements, arrangements or understandings entered into in connection therewith or otherwise. The summary of Wells Fargo Securities' opinion in this joint proxy statement/prospectus is qualified in its entirety by reference to the full text of its written opinion, which is attached as Annex C and describes the procedures followed, assumptions made, qualifications and limitations on the review undertaken and other matters considered by Wells Fargo Securities in connection with the preparation of its opinion. However, neither Wells Fargo Securities' opinion nor the summary of its opinion and the related analyses set forth in this joint proxy statement/prospectus are intended to be, and do not constitute, a recommendation as to or otherwise address how the members of the TRC Board, the holders of TRC common stock or any other person should vote or act in respect to the ATLS Merger or any related matter. See [The Transactions Opinion](#)**

**of the TRC Board s Financial Advisor.**

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**Table of Contents****Opinions of ATLS's Financial Advisors*****Opinion of Citigroup Global Markets Inc.***

In connection with the ATLS Merger, Citigroup Global Markets Inc. (Citi), financial advisor to ATLS and APL, delivered a written opinion, dated October 12, 2014, to the ATLS GP Board as to the fairness, from a financial point of view and as of the date of the opinion, to holders of ATLS common units of the ATLS Merger Consideration to be received by such holders pursuant to the ATLS Merger Agreement. The full text of Citi's written opinion, dated October 12, 2014, which describes the assumptions made, procedures followed, matters considered and limitations on the review undertaken, is attached as Annex D and is incorporated herein by reference. The description of Citi's opinion set forth below is qualified in its entirety by reference to the full text of Citi's opinion. **Citi's opinion was provided for the information of the ATLS GP Board (in its capacity as such on behalf of ATLS) in connection with its evaluation of the ATLS Merger Consideration from a financial point of view and did not address any other terms, aspects or implications of the ATLS Merger or the other Transactions. Citi was not requested to consider, and its opinion did not address, the underlying business decision of ATLS or APL to effect the ATLS Merger or any other Transactions, the relative merits of the ATLS Merger or any other Transactions as compared to any alternative business strategies or opportunities that might exist for ATLS or APL or the effect of any other transaction in which ATLS or APL might engage or consider. Citi's opinion is not intended to be and does not constitute a recommendation as to how any securityholder should vote or act on any matters relating to the proposed ATLS Merger, any other Transactions or otherwise.**

***Opinion of Deutsche Bank Securities Inc.***

Deutsche Bank Securities Inc. (Deutsche Bank), one of the financial advisors to ATLS, rendered its written opinion to the ATLS GP Board that, as of October 13, 2014 and based upon and subject to the assumptions, limitations, qualifications and conditions described in Deutsche Bank's opinion, the ATLS Merger Consideration to be paid to the holders of ATLS common units pursuant to the ATLS Merger Agreement was fair, from a financial point of view, to such holders (excluding TRC and its affiliates).

**The full text of Deutsche Bank's written opinion, dated as of October 13, 2014, which sets forth, among other things, the assumptions made, matters considered and limitations, qualifications and conditions of the review undertaken by Deutsche Bank in connection with the opinion, is attached as Annex E and is incorporated herein by reference in its entirety. The summary of Deutsche Bank's opinion set forth in this document is qualified in its entirety by reference to the full text of the opinion. Deutsche Bank's opinion was addressed to, and was for the use and benefit of, the ATLS GP Board in connection with and for the purpose of its evaluation of the ATLS Merger. While Deutsche Bank gave effect to the Spin-Off and the APL Merger in reaching its opinion, Deutsche Bank's opinion addressed only the fairness of the ATLS Merger Consideration from a financial point of view to the holders of outstanding ATLS common units (excluding TRC and its affiliates) pursuant to the ATLS Merger Agreement. Deutsche Bank did not consider, and its opinion did not address, the relative fairness of the ATLS Merger Consideration as compared with the APL Merger Consideration. Nor did Deutsche Bank express an opinion, and its opinion did not constitute a recommendation, as to how any holder of ATLS common units should vote with respect to the ATLS Merger or any other matter. Deutsche Bank's opinion was limited to the fairness of the ATLS Merger Consideration, from a financial point of view, to the holders of ATLS common units (excluding TRC and its affiliates) as of the date of the opinion. Deutsche Bank expressed no opinion as to the merits of the underlying decision by ATLS to engage in the ATLS Merger or the relative merits of the ATLS Merger (or any other transaction contemplated by the Separation Agreement or the APL Merger Agreement) as compared to any alternative transactions or business strategies. See **The Transactions Opinions of ATLS's Financial Advisors.****



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### **Interests of Certain Persons in the Transactions**

In considering the recommendation of the ATLS GP Board with respect to the ATLS Merger Agreement, ATLS unitholders should be aware that some of ATLS's directors and executive officers have interests in the transaction that are different from, or in addition to, the interests of ATLS's unitholders generally, including, among others:

The ATLS Merger Agreement provides for the full or partial vesting of all outstanding ATLS equity awards in connection with the ATLS Merger.

The APL Merger Agreement provides for the partial or full vesting and cancellation of outstanding APL phantom unit awards in connection with the APL Merger.

Certain of ATLS's executive officers are parties to employment agreements with ATLS that provide for severance benefits and accelerated vesting of ATLS, APL, and ARP equity awards in the event of qualifying terminations of employment, which, with respect to certain such executive officers, will be deemed to have occurred connection with the Transactions.

ATLS's directors and executive officers are entitled to continued indemnification and insurance coverage under the ATLS Merger Agreement.

The ATLS Merger Agreement permits ATLS, at any time prior to the consummation of the Transactions, to pay each employee, including ATLS's executive officers, a cash bonus in respect of the full 2014 calendar year, subject to a cap of 1.5 times the target level in the aggregate for all employees.

As described in the section entitled "The Transactions - Interests of Certain Persons in the Transactions - Treatment of ATLS Equity Awards - Treatment of New Atlas Equity Awards," all New Atlas options and phantom unit awards will be settled in cash, subject to a specified aggregate cap amount. If the cap is exceeded, then any amounts payable to holders of New Atlas equity awards in excess of the cap will be settled in New Atlas common units. If the cap is not exceeded, then any excess available cash will be distributed to the holders of New Atlas phantom unit awards on a pro rata basis.

APL is permitted to establish a cash-based retention program in an aggregate amount no greater than \$10 million for ATLS allocated employees identified by the Executive Committee of ATLS (or its designee). Awards under the program will vest on the closing date of the APL Merger, subject to the award recipient's continued employment through that date.

These interests are discussed in more detail in the section entitled "The Transactions - Interests of Certain Persons in the Transaction." The ATLS GP Board was aware of these different or additional interests, and considered them along with other matters in approving the ATLS Merger Agreement and the Transactions.

### **The Transaction Agreements**

***The ATLS Merger Agreement***

*Conditions to Consummation of the ATLS Merger*

The obligations of TRC and ATLS to effect the ATLS Merger are subject to the satisfaction or waiver (if waiver is permitted by applicable law) of the following conditions:

ATLS shall have received the ATLS unitholder approval (as defined under The Transaction Agreements The ATLS Merger Agreement Conditions to Consummation of the ATLS Merger );

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TRC shall have received the TRC stockholder approval (as defined under The Transaction Agreements The ATLS Merger Agreement Conditions to Consummation of the ATLS Merger );

the ATLS Regulatory Approval Conditions (as defined under The Transaction Agreements The ATLS Merger Agreement Conditions to Consummation of the ATLS Merger ) shall have been satisfied;

the registration statement of which this joint proxy statement/prospectus forms a part, shall have become effective under the Securities Act and shall not be subject to any stop order or proceedings initiated or threatened by the SEC;

the TRC shares to be issued in the ATLS Merger shall have been approved for listing on the NYSE, subject to official notice of issuance;

all of the conditions set forth in the APL Merger Agreement shall have been satisfied or irrevocably waived (if permitted under applicable law) in writing by the applicable party thereto (other than those conditions that by their terms are to be satisfied by actions taken at the closing under the APL Merger Agreement and the condition relating to the consummation of the ATLS Merger) and the parties thereto shall be ready, willing and able to consummate the APL Merger, substantially concurrently with the ATLS Merger;

the Spin-Off shall have been consummated in compliance in all material respects with the terms and conditions set forth in the Separation Agreement (after giving effect to any valid amendments or waivers); and

any indebtedness outstanding under the ATLS credit agreements shall have been repaid as of the ATLS Effective Time.

The obligations of ATLS to effect the ATLS Merger are subject to the satisfaction or waiver of the following additional conditions:

the representations and warranties of TRC in the ATLS Merger Agreement shall be true and correct as of October 13, 2014 and as of the closing date of the ATLS Merger, subject to certain standards, including materiality and material adverse effect qualifications, as described under The Transaction Agreements The ATLS Merger Agreement Conditions to Consummation of the ATLS Merger ;

TRC and GP Merger Sub shall have performed, in all material respects, all agreements and covenants required to be performed by them under the ATLS Merger Agreement prior to the ATLS Effective Time; and

the Additional ATLS Conditions (as defined below under The Transaction Agreements The ATLS Merger Agreement Conditions to Consummation of the ATLS Merger ) shall have been satisfied.

The obligations of TRC to effect the ATLS Merger are subject to the satisfaction or waiver of the following additional conditions, at or prior to the closing:

the representations and warranties of ATLS in the ATLS Merger Agreement shall be true and correct as of October 13, 2014 and as of the closing date of the ATLS Merger, subject to certain standards, including materiality and material adverse effect qualifications, as described under The Transaction Agreements The ATLS Merger Agreement Conditions to Consummation of the ATLS Merger ;

ATLS and ATLS GP shall have performed, in all material respects, all agreements and covenants required to be performed by them under the ATLS Merger Agreement prior to the ATLS Effective Time; and

the Additional TRC Conditions (as defined below under The Transaction Agreements The ATLS Merger Agreement Conditions to Consummation of the ATLS Merger ) shall have been satisfied.



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### *No Solicitation by ATLS of Alternative Proposals*

The ATLS Merger Agreement contains detailed provisions prohibiting ATLS GP and ATLS from seeking an alternative proposal to the ATLS Merger (as defined under *The Transaction Agreements The ATLS Merger Agreement No Solicitation by ATLS of Alternative Proposals* ). Under these no solicitation provisions, neither ATLS GP nor ATLS will, and each of ATLS and ATLS GP will cause ATLS's subsidiaries and the New Atlas Companies not to, and use reasonable best efforts to cause its and the subsidiaries' and New Atlas Companies' officers, directors, managers, members, employees and other representatives not to, directly or indirectly,

initiate, solicit, knowingly encourage (including by way of furnishing information), facilitate the making, submission or announcement of any proposal or offer that constitutes, or could reasonably be expected to result in, any alternative proposal, or

enter into or participate in any discussions or negotiations regarding, or furnish to any person any non-public information regarding ATLS GP, ATLS or their subsidiaries with respect to, or that could reasonably be expected to lead to, or in connection with or for the purpose of encouraging or facilitating, any alternative proposal.

In addition, the ATLS Merger Agreement requires that ATLS GP and ATLS will, and will use reasonable best efforts to cause its and its subsidiaries' and the New Atlas Companies' representatives to, immediately cease and cause to be terminated any discussions or negotiations with any person (other than Targa entities and their respective representatives) conducted on or prior to October 13, 2014 with respect to any alternative proposal (which, for this purpose, need not have been an unsolicited proposal) and request of each such person that executed a confidentiality agreement with ATLS with respect to any alternative proposal (which, for this purpose, need not have been an unsolicited proposal) in the six months prior to October 13, 2014 and is in possession of confidential information about ATLS GP, ATLS or any of their subsidiaries, the return or destruction of all such confidential information in accordance with the terms of the confidentiality agreement with such person.

Notwithstanding these restrictions, the ATLS Merger Agreement provides that, at any time prior to ATLS unitholders voting in favor of adopting the ATLS Merger Agreement, if ATLS or ATLS GP receives an alternative proposal that was not solicited after the execution of the ATLS Merger Agreement, that the ATLS GP Board believes is bona fide and that did not result from a violation of the no solicitation restrictions described above, and (after consultation with its financial advisors and outside legal counsel) the ATLS GP Board determines in good faith that such alternative proposal could result in a superior proposal (as defined under *The Transaction Agreements The ATLS Merger Agreement No Solicitation by ATLS of Alternative Proposals* ), ATLS may (A) furnish information, including non-public information, with respect to it and its subsidiaries, and afford access to the business, properties, books and records of ATLS and its subsidiaries, to the person making such alternative proposal and such person's representatives and (B) enter into and participate in discussions or negotiations with the person making such alternative proposal and its representatives, provided that ATLS comply with certain provisions of the ATLS Merger Agreement as described under *The Transaction Agreements The ATLS Merger Agreement No Solicitation by ATLS of Alternative Proposals*.

### *Change in ATLS GP Board Recommendation; Termination for Superior Proposal*

The ATLS Merger Agreement generally provides that, subject to the exceptions described below, the ATLS GP Board will not effect a ATLS change in recommendation (as defined under *The Transaction Agreements The ATLS Merger Agreement Change in ATLS GP Board Recommendation* ). Notwithstanding anything in the ATLS Merger Agreement

to the contrary, if (i) ATLS receives a written, unsolicited alternative proposal (and such proposal is not withdrawn) that the ATLS GP Board believes is bona fide, (ii) such alternative proposal did not result, directly or indirectly, from a violation of the no solicitation provisions described above and (iii) the

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ATLS GP Board determines, after consultation with its financial advisors and outside legal counsel, that such alternative proposal constitutes a superior proposal, then the ATLS GP Board may at any time prior to obtaining the ATLS unitholder approval, effect an ATLS change in recommendation or terminate the ATLS Merger Agreement to enter into a definitive agreement in respect of the superior proposal; provided, however, that the ATLS GP Board may not take such action pursuant to the foregoing unless it complies with certain provisions of the ATLS Merger Agreement as described under *The Transaction Agreements The ATLS Merger Agreement Change in ATLS GP Board Recommendation*.

Other than in connection with an alternative proposal, the ATLS Merger Agreement also permits the ATLS GP Board to make an ATLS change in recommendation in response to an ATLS intervening event (as defined under *The Transaction Agreements The ATLS Merger Agreement Change in ATLS GP Board Recommendation* ) at any time prior to obtaining the approval of the ATLS unitholders of the ATLS Merger Agreement, but only if it complies with certain provisions of the ATLS Merger Agreement as described under *The Transaction Agreements The ATLS Merger Agreement Change in ATLS GP Board Recommendation*.

### *Change in TRC Board Recommendation*

The ATLS Merger Agreement generally provides that the TRC Board will not effect a TRC change in recommendation (as defined under *The Transaction Agreements The ATLS Merger Agreement Change in TRC Board Recommendation* ).

Notwithstanding anything in the ATLS Merger Agreement to the contrary, the ATLS Merger Agreement permits the TRC Board to make a TRC change in recommendation in response to a TRC intervening event (as defined under *The Transaction Agreements The ATLS Merger Agreement Change in TRC Board Recommendation* ) at any time prior to obtaining the approval of the ATLS unitholders of the ATLS Merger Agreement, but only if TRC complies with certain requirements set forth under *The Transaction Agreements The ATLS Merger Agreement Change in TRC Board Recommendation*.

### *Termination of the ATLS Merger Agreement*

Either TRC or ATLS may terminate the ATLS Merger Agreement at any time prior to the closing:

by mutual written consent;

if there is in effect a final and nonappealable order of a governmental authority of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by the ATLS Merger Agreement (unless such order is due, in whole or in part, to the failure of the terminating party to perform any of its obligations under the ATLS Merger Agreement);

if the closing of the ATLS Merger has not occurred on or before June 30, 2015 (as it may be extended, the outside date ) (unless such failure of the closing to occur is due to the failure of the terminating party to perform and comply in all material respects with the covenants and agreements to be performed or complied with by such party prior to the closing); provided that if all the conditions to closing of the ATLS Merger, other than the ATLS Regulatory Approval Conditions, shall have been satisfied or be capable of being

satisfied as of the outside date, either TRC or ATLS may extend the outside date up to August 31, 2015;

if the ATLS special meeting has concluded and the ATLS unitholder approval has not been obtained;

if the TRC special meeting has concluded and the TRC stockholder approval has not been obtained; or

if the APL Merger Agreement is terminated.

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In addition, TRC may terminate the ATLS Merger Agreement:

if an ATLS change in recommendation shall have occurred prior to the ATLS unitholder approval; or

if an ATLS terminable breach has occurred (as defined under The Transaction Agreements The ATLS Merger Agreement Termination of the ATLS Merger Agreement ); provided that TRC shall not have the right to terminate the ATLS Merger Agreement pursuant to an ATLS terminable breach if TRC is then in material breach of any of its representations, warranties, covenants or agreements set forth in the ATLS Merger Agreement.

In addition, ATLS may terminate the ATLS Merger Agreement:

if a TRC terminable breach has occurred (as defined under The Transaction Agreements The ATLS Merger Agreement Termination of the ATLS Merger Agreement ); provided that ATLS shall not have the right to terminate the ATLS Merger Agreement pursuant to a TRC terminable breach if ATLS is then in material breach of any of its representations, warranties, covenants or agreements set forth in the ATLS Merger Agreement;

if a TRC change in recommendation has occurred prior to the TRC stockholder approval; or

prior to obtaining ATLS unitholder approval, to enter into a definitive agreement with respect to any superior proposal, provided that ATLS concurrently with such termination pays to TRC the termination fee (as described below).

*Termination Fees and Expenses*

The ATLS Merger Agreement provides for certain termination rights for both ATLS and TRC, including provisions permitting either ATLS or TRC to terminate the ATLS Merger Agreement upon the termination of the APL Merger Agreement. The ATLS Merger Agreement further provides that upon termination of the APL Merger Agreement under certain circumstances, ATLS or TRC, as applicable, will be obligated to pay the other party one of the following (depending on circumstances of termination): (1) a termination fee of \$53.4 million, (2) a payment in respect of the other party's expenses of \$17.8 million, or (3) fifty percent (50%) of such termination fee or expense payment.

***The APL Merger Agreement***

*Conditions to Consummation of the APL Merger*

The obligations of TRP and APL to effect the APL Merger are subject to the satisfaction or waiver (if waiver is permitted by applicable law) of the following conditions:

APL shall have received the APL unitholder approval (as defined under The Transaction Agreements The APL Merger Agreement Conditions to Consummation of the APL Merger );

the APL Regulatory Approval Conditions (as defined under The Transaction Agreements The APL Merger Agreement Conditions to Consummation of the APL Merger ) shall have been satisfied;

the registration statement to be filed by TRP with the SEC in connection with the issuance of the new TRP common units, shall have become effective under the Securities Act, and shall not be subject to any stop order or proceedings initiated or threatened by the SEC;

the TRP common units to be issued in the APL Merger shall have been approved for listing on the NYSE, subject to official notice of issuance;

all of the conditions set forth in the ATLS Merger Agreement shall have been satisfied or irrevocably waived (if permitted under applicable law) in writing by the applicable party thereto (other than those conditions that by their terms are to be satisfied by actions taken at the closing under the ATLS Merger Agreement and the condition relating to the consummation of the APL Merger), and the ATLS Merger shall have been consummated;

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TRC and TRP GP shall have executed and delivered to TRP the IDR Giveback Amendment (as defined under The Transaction Agreements IDR Giveback Amendment ), to be effective as of the APL Effective Time.

The obligations of APL to effect the APL Merger are subject to the satisfaction or waiver of the following additional conditions:

the representations and warranties of TRP in the APL Merger Agreement shall be true and correct as of the date of the APL Merger Agreement and as of the closing date of the APL Merger, subject to certain standards, including materiality and material adverse effect qualifications, as described under The Transaction Agreements The APL Merger Agreement Conditions to Consummation of the APL Merger ;

TRP and MLP Merger Sub shall have performed, in all material respects, all agreements and covenants required to be performed by them under the APL Merger Agreement prior to the APL Effective Time;

the Additional APL Conditions (as defined under The Transaction Agreements The APL Merger Agreement Conditions to Consummation of the APL Merger ) shall have been satisfied; and

APL shall have received from Wachtell, Lipton, Rosen & Katz, tax counsel to APL, a written opinion dated as of the closing date of the APL Merger as to certain tax matters.

The obligations of TRP to effect the APL Merger are subject to the satisfaction or waiver of the following additional conditions, at or prior to the closing:

the representations and warranties of APL in the APL Merger Agreement being true and correct as of the date of the APL Merger Agreement and as of the closing date of the APL Merger, subject to certain standards, including materiality and material adverse effect qualifications, as described under The Transaction Agreements The APL Merger Agreement Conditions to Consummation of the APL Merger ;

APL and APL GP shall have performed, in all material respects, all agreements and covenants required to be performed by them under the APL Merger Agreement prior to the APL Effective Time;

the Additional TRP Conditions (as defined under The Transaction Agreements The APL Merger Agreement Conditions to Consummation of the APL Merger ) shall have been satisfied; and

TRP shall have received from Vinson & Elkins LLP, tax counsel to TRP, a written opinion dated as of the closing date of the APL Merger as to certain tax matters.

*No Solicitation by APL of Alternative Proposals*

The APL Merger Agreement contains detailed provisions prohibiting APL GP and APL from seeking an alternative proposal to the APL Merger (as defined under The Transaction Agreements The APL Merger Agreement No Solicitation by APL of Alternative Proposals ). Under these no solicitation provisions, neither APL GP nor APL will, and each of APL and APL GP will cause APL's subsidiaries not to, and use reasonable best efforts to cause its and the subsidiaries' officers, directors, managers, members, employees and other representatives not to, directly or indirectly,

initiate, solicit, knowingly encourage (including by way of furnishing information), facilitate the making, submission or announcement of any proposal or offer that constitutes, or could reasonably be expected to result in, any alternative proposal, or

enter into or participate in any discussions or negotiations regarding, or furnish to any person any non-public information regarding APL GP, APL or their subsidiaries with respect to, or that could reasonably be expected to lead to, or in connection with or for the purpose of encouraging or facilitating, any alternative proposal.



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In addition, the APL Merger Agreement requires that APL GP and APL will, and will use reasonable best efforts to cause its and its subsidiaries' representatives to, immediately cease and cause to be terminated any discussions or negotiations with any person (other than APL entities and their respective representatives) conducted on or prior to October 13, 2014 with respect to any alternative proposal (which, for this purpose, need not have been an unsolicited proposal) and request of each such person that executed a confidentiality agreement with APL with respect to any alternative proposal (which, for this purpose, need not have been an unsolicited proposal) in the six months prior to October 13, 2014 and is in possession of confidential information about APL GP, APL or any of their subsidiaries, the return or destruction of all such confidential information in accordance with the terms of the confidentiality agreement with such person.

Notwithstanding these restrictions, the APL Merger Agreement provides that, at any time prior to APL unitholders voting in favor of adopting the APL Merger Agreement, if APL receives an alternative proposal that was not solicited after the execution of the APL Merger Agreement, that the APL GP Board (upon the recommendation of the APL GP Conflicts Committee) believes is bona fide and that did not result from a violation of the no solicitation restrictions described above, and (after consultation with its financial advisors and outside legal counsel) the APL GP Board (upon the recommendation of the APL GP Conflicts Committee) determines in good faith that such alternative proposal could result in a superior proposal (as defined under *The Transaction Agreements The APL Merger Agreement No Solicitation by APL of Alternative Proposals* ), APL may (A) furnish information, including non-public information, with respect to it and its subsidiaries to, and afford access to the business, properties, books and records of APL and its subsidiaries, to the person making such alternative proposal and such person's representatives and (B) enter into and participate in discussions or negotiations with the person making such alternative proposal and its representatives (which was not solicited after the execution of the APL Merger Agreement and that did not result from a violation of the no solicitation restrictions described above), provided that APL comply with certain provisions of the APL Merger Agreement as described under *The Transaction Agreements The APL Merger Agreement No Solicitation by APL of Alternative Proposals*.

*Change in APL GP Board Recommendation*

The APL Merger Agreement generally provides that, subject to certain exceptions described below, neither the APL GP Board nor the APL GP Conflicts Committee will effect a APL change in recommendation (as defined under *The Transaction Agreements The APL Merger Agreement Change in APL GP Board Recommendation* ). Notwithstanding anything in the APL Merger Agreement to the contrary, if (i) APL receives a written, unsolicited alternative proposal (and such proposal is not withdrawn) that the APL GP Board (upon the recommendation of the APL GP Conflicts Committee) believes is bona fide, (ii) such alternative proposal did not result, directly or indirectly, from a violation of the no solicitation provisions described above and (iii) the APL GP Board (upon the recommendation of the APL GP Conflicts Committee) determines, after consultation with its financial advisors and outside legal counsel, that such alternative proposal constitutes a superior proposal, then the APL GP Board (upon the recommendation of the APL GP Conflicts Committee) may at any time prior to obtaining the APL unitholder approval, effect a APL change in recommendation; provided, however, that the APL GP Board may not take such action pursuant to the foregoing unless it complies with certain provisions of the APL Merger Agreement as described under *The Transaction Agreements The APL Merger Agreement Change in APL GP Board Recommendation*.

Other than in connection with an alternative proposal, the APL Merger Agreement also permits the APL GP Board (upon the recommendation of the APL GP Conflicts Committee) to make a APL change in recommendation in response to an APL intervening event (as defined under *The Transaction Agreements The APL Merger Agreement Change in APL GP Board Recommendation* ) at any time prior to obtaining the approval of the APL unitholders of the APL Merger Agreement, but only if it complies with certain provisions of the APL Merger Agreement as described under *The Transaction Agreements The APL Merger Agreement Change in APL GP Board*

Recommendation.

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*Termination of the APL Merger Agreement*

Either TRP or APL may terminate the APL Merger Agreement at any time prior to the closing:

by mutual written consent;

if there is in effect a final and nonappealable order of a governmental authority restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by the APL Merger Agreement (unless such right to terminate is due, in whole or in part, to the failure of the terminating party to perform any of its obligations under the APL Merger Agreement);

if the closing of the APL Merger has not occurred on or before the outside date (unless such failure of the closing to occur is due to the failure of the terminating party to perform and comply in all material respects with the covenants and agreements to be performed or complied with by such party prior to the closing); provided that if all the conditions to closing of the APL Merger, other than the APL Regulatory Approval Conditions, shall have been satisfied or be capable of being satisfied as of the outside date, either TRP or APL may extend the outside date up to August 31, 2015;

if the APL special meeting has concluded and the APL unitholder approval has not been obtained; or

if the ATLS Merger Agreement is terminated.

In addition, TRP may terminate the APL Merger Agreement:

if an APL change in recommendation shall have occurred prior to the APL unitholder approval; or

if an APL terminable breach has occurred (as defined under *The Transaction Agreements The APL Merger Agreement Termination of the APL Merger Agreement* ); provided that TRP shall not have the right to terminate the APL Merger Agreement pursuant to an APL terminable breach if TRP is then in material breach of any of its representations, warranties, covenants or agreements set forth in the APL Merger Agreement.

In addition, APL may terminate the APL Merger Agreement if a TRP terminable breach has occurred (as defined under *The Transaction Agreements The APL Merger Agreement Termination of the APL Merger Agreement* ); provided that APL shall not have the right to terminate the APL Merger Agreement pursuant to a TRP terminable breach if APL is then in material breach of any of its representations, warranties, covenants or agreements set forth in the APL Merger Agreement.

*Termination Fees and Expenses*

The APL Merger Agreement provides for certain termination rights for both APL and TRP, including provisions permitting either APL or TRP to terminate the APL Merger Agreement upon the termination of the ATLS Merger Agreement. The APL Merger Agreement further provides that upon termination of the APL Merger Agreement under certain circumstances, APL or TRP, as applicable, will be obligated to pay the other party one of the following (depending on circumstances of termination): (1) a termination fee of \$122.9 million, (2) a payment in respect of the other parties' expenses of \$20.45 million or (3) or fifty percent (50%) of such termination fee or expense payment.

### ***Voting Agreements***

#### *ATLS Merger Voting Agreements*

In connection with the parties' entry into the ATLS Merger Agreement, TRC entered into voting and support agreements, dated October 13, 2014, with certain directors and officers of ATLS pursuant to which such directors and officers of ATLS have agreed to vote any ATLS common units beneficially owned by them in favor of the ATLS Merger proposal. We estimate that the ATLS unitholders party to the voting and support agreements will beneficially own, in the aggregate, approximately 6% of the outstanding ATLS common units as of the record date.

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In addition, ATLS entered into voting and support agreements, dated October 13, 2013, with the executive officers of TRC pursuant to which such executive officers of TRC have agreed to vote any TRC shares beneficially owned by them in favor of the TRC stock issuance proposal and the adjournment proposal. We estimate that the TRC stockholders party to the voting and support agreements will beneficially own, in the aggregate, approximately 10% of the outstanding TRC shares as of the record date.

### ***APL Merger Voting Agreements***

In connection with the parties' entry into the APL Merger Agreement, TRP entered into voting and support agreements, dated October 13, 2014, with certain managers and officers of APL pursuant to which such managers and officers of APL have agreed to vote any APL common units beneficially owned by them in favor of approving and adopting the APL Merger Agreement and approving the APL Merger. We estimate that the APL unitholders party to the voting and support agreements will beneficially own, in the aggregate, approximately 1% of the outstanding APL common units as of the record date.

### ***Separation Agreement***

Subject to the terms and conditions set forth in the ATLS Merger Agreement, ATLS has agreed that, prior to the closing of the ATLS Merger, it will enter into the Separation Agreement, in substantially the form attached to the ATLS Merger Agreement, pursuant to which ATLS will transfer its assets and liabilities other than those related to its Atlas Pipeline Partners segment to New Atlas and, immediately prior to the ATLS Merger, effect a pro rata distribution to the ATLS unitholders of New Atlas common units representing a 100% interest in New Atlas. The Separation Agreement sets forth New Atlas's agreements with ATLS regarding the principal actions to be taken in connection with these transactions and other agreements that will govern aspects of New Atlas's relationship with ATLS following the Spin-Off. New Atlas has filed a registration statement on Form 10, including an information statement, with the SEC in connection with the Spin-Off. For a more detailed description of the Separation Agreement, please refer to the Form 10.

### ***Employee Matters Agreement***

ATLS has agreed that, prior to the closing of the ATLS Merger, it will enter into the Employee Matters Agreement, in substantially the form attached the Separation Agreement, to allocate liabilities and responsibilities relating to employment matters, employee compensation and benefits plans and programs, and other related matters. The Employee Matters Agreement will govern certain compensation and employee benefit obligations with respect to the current and former employees and non-employee directors of New Atlas and ATLS.

Unless otherwise specified, ATLS will be responsible for liabilities associated with ATLS allocated employees and New Atlas will be responsible for liabilities associated with New Atlas allocated employees.

### ***IDR Giveback Amendment***

Pursuant to the APL Merger Agreement, TRC has agreed to cause TRP GP to enter into an amendment to the TRP partnership agreement, which we refer to as the IDR Giveback Amendment, in substantially the form attached to the APL Merger Agreement, in order to reduce aggregate distributions to TRC, as the holder of TRP's IDRs, by (a) \$9,375,000 per quarter during the first four quarters following the APL Effective Time, (b) \$6,250,000 per quarter for the next four quarters, (c) \$2,500,000 per quarter for the next four quarters and (d) \$1,250,000 per quarter for the next four quarters, with the amount of such reductions to be distributed pro rata to the holders of TRP outstanding common units.

***GP Contribution Agreement***

To facilitate the Atlas Mergers, TRC and TRP will enter into a contribution agreement whereby, immediately prior to the APL Merger, but following the ATLS Merger, TRC will contribute to TRP (or cause to be contributed

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to TRP) all of the interests of APL GP in exchange for a special general partner interest in TRP representing capital account credit equal to the fair market value of APL GP. This new partnership interest will not be entitled to current distributions or allocations of net income or net loss, and will have no voting rights or other rights except for the limited right to receive deductions attributable to the contribution of APL GP. The general partner of TRP will effect an amendment to the TRP partnership agreement to reflect the issuance of this new special general partner interest.

### ***Reimbursement Letter***

In connection with their entry into the ATLS Merger Agreement and the APL Merger Agreement, ATLS and APL entered into a letter agreement, dated October 13, 2014, providing that, in certain circumstances, ATLS or APL will reimburse the other for \$17.8 million of the termination fee payable by such party relating to a termination of the APL Merger Agreement or ATLS Merger Agreement, as applicable, because the other merger agreement is terminated:

If the APL Merger Agreement is terminated because the ATLS Merger Agreement has been terminated under certain specified circumstances and APL is required to pay a termination fee of \$61.45 million under the APL Merger Agreement, ATLS shall, concurrent with the payment of such termination fee by APL, pay to APL a cash amount equal to \$17.8 million.

If the ATLS Merger Agreement is terminated because the APL Merger Agreement has been terminated under certain specified circumstances and ATLS is required to pay a termination fee of \$26.7 million under the ATLS Merger Agreement, APL shall, concurrent with the payment of such termination fee by ATLS, pay to ATLS a cash amount equal to \$17.8 million.

Notwithstanding the foregoing, neither ATLS nor APL shall be obligated to make payments pursuant to the letter agreement in excess of \$17.8 million in the aggregate.

### ***Non-Competition Agreements***

In connection with entering into the ATLS Merger Agreement and the APL Merger Agreement, TRC and TRP entered into a confidentiality, non-competition and non-solicitation agreement with each of Edward E. Cohen, Jonathan Z. Cohen, and Eugene N. Dubay. Each such agreement generally requires that, for a period of 18 months following the completion of the Atlas Mergers, such person refrain from engaging in the following activities in certain geographic areas: (1) engaging in certain activities related to the midstream businesses in certain geographic areas, (2) soliciting for employment or hiring individuals employed by the Midstream Companies, subject to certain exceptions, and (3) causing, soliciting or knowingly encouraging certain business relations of the Midstream Companies to cease doing business with the Midstream Companies.

### **Material U.S. Federal Income Tax Consequences of the ATLS Merger**

The receipt of TRC shares and cash in exchange for ATLS common units pursuant to the ATLS Merger will be a taxable transaction for U.S. federal income tax purposes to U.S. holders (as defined in *Material U.S. Federal Income Tax Consequences* ). A U.S. holder who receives TRC shares and cash in exchange for ATLS common units pursuant to the ATLS Merger will recognize gain or loss in an amount equal to the difference between (i) the amount realized, which is the sum of (A) the amount of cash received, (B) the fair market value of TRC shares received, and (C) such U.S. holder's share of ATLS's nonrecourse liabilities immediately prior to the ATLS Merger; and (ii) such U.S. holder's adjusted tax basis in the ATLS common units exchanged therefor (which includes any remaining basis attributable to

such U.S. holder's share of ATLS's nonrecourse liabilities immediately prior to the ATLS Merger).

Gain or loss recognized by a U.S. holder will generally be taxable as capital gain or loss. However, a portion of this gain or loss, which portion is likely to be substantial, will be separately computed and taxed as ordinary



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income or loss under Section 751 of the Internal Revenue Code of 1986, as amended (the Code) to the extent attributable to assets giving rise to depreciation recapture or other unrealized receivables or to inventory items owned by ATLS and its subsidiaries, even if the ATLS unitholder's aggregate adjusted basis in its ATLS common units exceeds the amount realized in the exchange. Consequently, a U.S. holder may recognize both ordinary income and capital loss upon the exchange of ATLS common units in the ATLS Merger. Passive losses that were not deductible by a U.S. holder in prior taxable periods because they exceeded a U.S. holder's share of ATLS's income may become available to offset a portion of the gain recognized by such U.S. holder. In addition, certain ATLS unitholders may be subject to the 3.8% net investment income tax on unearned income in respect of any net gain from the exchange.

The U.S. federal income tax consequences of the ATLS Merger to an ATLS unitholder will depend on such unitholder's own personal tax situation. **Accordingly, we strongly urge you to consult your tax advisor for a full understanding of the particular tax consequences of the ATLS Merger to you.** See Material U.S. Federal Income Tax Consequences.

## **Other Information Related to the Transactions**

### ***No Appraisal Rights***

Neither TRC stockholders nor ATLS unitholders are entitled to appraisal rights in connection with the APL Merger under applicable law or contractual appraisal rights under TRC's organizational documents, the ATLS partnership agreement or the ATLS Merger Agreement.

### ***Antitrust and Regulatory Matters***

Under the HSR Act, certain transactions, including the Atlas Mergers, may not be completed until notifications have been given and information furnished to the Antitrust Division and the FTC, and all statutory waiting period requirements under the HSR Act have been satisfied. On October 24, 2014, TRP and APL filed the requisite notification and report forms under the HSR Act with the DOJ and FTC. On November 4, 2014, TRP and APL received notice of early termination of the waiting period under the HSR Act. The ATLS Merger is not separately reportable under the HSR Act.

### ***Listing of TRC Shares to be Issued in the ATLS Merger; Delisting and Deregistration of ATLS Common Units***

TRC expects to obtain approval to list, on the NYSE, the TRC shares to be issued pursuant to the ATLS Merger Agreement, which approval is a condition to the ATLS Merger. Upon completion of the ATLS Merger, ATLS common units currently listed on the NYSE will cease to be listed on the NYSE and will be subsequently deregistered under the Exchange Act.

### ***Accounting Treatment of the Atlas Mergers***

In conformity with accounting principles generally accepted in the United States and in accordance with the Financial Accounting Standards Board's Accounting Standards Codification Topic 805 Business Combinations, TRC and TRP will account for the ATLS Merger and the APL Merger, respectively, as an acquisition of a business.

### ***Pending Litigation***

Between October and December 2014, five public unitholders of APL filed putative class action lawsuits against APL, ATLS, APL GP, its managers, TRC, TRP, TRP GP and MLP Merger Sub. In October and November 2014, two

public unitholders of ATLS filed putative class action lawsuits against ATLS, ATLS GP, its managers, TRC and GP Merger Sub. The plaintiffs allege a variety of causes of action challenging the Atlas Mergers. Targa and Atlas cannot predict the outcome of these or any other lawsuits that might be filed

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subsequent to the date of the filing of this joint proxy statement/prospectus, nor can Targa or Atlas predict the amount of time and expense that will be required to resolve these lawsuits. Targa, Atlas and the other defendants named in these lawsuits intend to defend vigorously against these actions.

### ***Comparison of the Rights of TRC Stockholders and ATLS Unitholders***

A limited partnership is inherently different from a corporation. Ownership interests in a limited partnership are therefore fundamentally different from ownership interests in a corporation. ATLS unitholders will own TRC common stock following the completion of the ATLS Merger, and their rights associated with the TRC common stock will be governed by TRC's organizational documents and Delaware corporation law, which differ in a number of respects from the ATLS partnership agreement and Delaware Revised Uniform Limited Partnership Act (the "Delaware LP Act").

### **Summary of Risk Factors**

You should consider carefully all the risk factors together with all of the other information included in this joint proxy statement/prospectus before deciding how to vote. The risks related to the Atlas Mergers and the related transactions, Targa's business, TRC shares and risks resulting from TRC's organizational structure are described under the caption "Risk Factors" beginning on page 40 of this joint proxy statement/prospectus. Some of these risks include, but are not limited to, those described below:

The Atlas Mergers are subject to conditions, including some conditions that may not be satisfied on a timely basis, if at all. Failure to complete the Atlas Mergers, or significant delays in completing the Atlas Mergers, could negatively affect each party's future business and financial results.

Because the exchange ratio is fixed and because the market price of TRC common stock will fluctuate prior to the consummation of the ATLS Merger, ATLS unitholders cannot be sure of the market value of the shares of TRC common stock they will receive as merger consideration relative to the value of ATLS common units they exchange.

If the ATLS Merger is approved by ATLS unitholders, the date that those unitholders will receive the ATLS Merger Consideration is uncertain.

Failure to successfully combine Targa's business with the business of Atlas in the expected time frame may adversely affect the future results of the combined entities.

ATLS is subject to provisions that limit its ability to pursue alternatives to the ATLS Merger, could discourage a potential competing acquirer of ATLS from making a favorable alternative transaction proposal and, in specified circumstances under the ATLS Merger Agreement, would require ATLS to pay a termination fee to TRC or to make a payment in respect of TRC's expenses.

ATLS and TRC are subject to provisions under the ATLS Merger Agreement that, in specified circumstances, could require ATLS or TRC, as applicable, to pay a termination fee of up to \$53.4 million to the other party or make a payment in respect of the other party's expenses of \$17.8 million, including circumstances in which the APL Merger Agreement is terminated for specified reasons.

Certain executive officers and directors of ATLS have interests in the ATLS Merger that are different from, or in addition to, the interests of ATLS unitholders generally, which could have influenced their decision to support or approve the ATLS Merger.

The receipt of the ATLS Merger Consideration will be taxable for U.S. federal income tax purposes, and ATLS unitholders could recognize tax gain in excess of the ATLS Merger Consideration received.

The U.S. federal income tax treatment to ATLS unitholders with respect to owning and disposing of any TRC shares received in the ATLS Merger will be different than their U.S. federal income tax treatment with respect to owning and disposing of their ATLS common units.

**Table of Contents****SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF TRC**

The following selected historical consolidated financial data as of and for the nine months ended September 30, 2014 and September 30, 2013 are derived from TRC's unaudited consolidated financial statements and as of and for each of the years ended December 31, 2013, 2012, 2011, 2010, and 2009 are derived from TRC's audited consolidated financial statements. You should read the following data in conjunction with Management's Discussion and Analysis of Financial Condition and Results of Operations and the consolidated financial statements and the related notes thereto set forth in TRC's Annual Report on Form 10-K for the year ended December 31, 2013 and its Quarterly Report on Form 10-Q for the quarter ended September 30, 2014, which are incorporated by reference into this joint proxy statement/prospectus. See Where You Can Find More Information. You should not assume the results of operations for any past period indicate results for any future period.

Targa Resources Corp.	Nine Months Ended		Year Ended December 31,				
	September 30, 2014	2013	2013	2012	2011	2010	2009
<b>(in millions, except per share data)</b>							
<b>Statement of operations and cash flow data:</b>							
Revenues (1)	\$ 6,583.7	\$ 4,210.3	\$ 6,314.7	\$ 5,679.0	\$ 6,843.2	\$ 5,391.0	\$ 4,470.4
Income from operations	\$ 477.6	\$ 223.1	\$ 368.2	\$ 336.3	\$ 351.1	\$ 196.1	\$ 217.2
Net income	\$ 330.7	\$ 105.6	\$ 201.3	\$ 159.3	\$ 215.4	\$ 63.3	\$ 79.1
Net income (loss) attributable to Targa Resources Corp.	\$ 76.8	\$ 44.6	\$ 65.1	\$ 38.1	\$ 30.7	\$ (15.0)	\$ 29.3
Dividends on Series B preferred stock	\$	\$	\$	\$	\$	\$ (9.5)	\$ (17.8)
Undistributed earnings attributable to preferred shareholders	\$	\$	\$	\$	\$	\$	\$ (11.5)
Dividends on common equivalents	\$	\$	\$	\$	\$	\$ (177.8)	\$
Net income (loss) available to common shareholders	\$ 76.8	\$ 44.6	\$ 65.1	\$ 38.1	\$ 30.7	\$ (202.3)	\$
Income (loss) per common share basic	\$ 1.83	\$ 1.07	\$ 1.56	\$ 0.93	\$ 0.75	\$ (30.94)	\$
Income (loss) per common share diluted	\$ 1.82	\$ 1.06	\$ 1.55	\$ 0.91	\$ 0.74	\$ (30.94)	\$
Dividends declared per common share	\$ 2.0700	\$ 1.5975	\$ 2.2050	\$ 1.6388	\$ 1.2063	\$ 0.0616	\$ N/A
Dividends paid on series B preferred shares						238.0	
Capital expenditures and business acquisitions	\$ 533.8	\$ 727.1	\$ 1,034.5	\$ 1,613.2	\$ 492.2	\$ 148.6	\$ 92.2
<b>Balance sheet data (at end of period):</b>							
Total assets	\$ 6,491.9	\$ 5,725.3	\$ 6,048.6	\$ 5,105.0	\$ 3,831.0	\$ 3,393.8	\$ 3,367.5

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Long-term debt	\$ 3,137.2	\$ 2,867.9	\$ 2,989.3	\$ 2,475.3	\$ 1,567.0	\$ 1,534.7	\$ 1,593.5
Convertible cumulative participating series B preferred stock	\$	\$	\$	\$	\$	\$	\$ 308.4
Total owners equity	\$ 2,349.8	\$ 1,974.6	\$ 2,091.3	\$ 1,753.4	\$ 1,330.7	\$ 1,036.1	\$ 754.9

**Table of Contents****(1) Revision of Previously Reported Revenues and Product Purchases:**

During the third quarter of 2014, TRP concluded that certain prior period buy-sell transactions related to the marketing of NGL products were incorrectly reported on a gross basis as Revenues and Product Purchases in its previous Consolidated Statements of Operations. Generally accepted accounting principles require that such transactions that involve purchases and sales of inventory with the same counterparty that are legally contingent or in contemplation of one another be reported as a single transaction on a combined net basis.

TRP concluded that these misclassifications were not material to any of the periods affected. However, TRP has revised previously reported revenues and product purchases to correctly report NGL buy-sell transactions on a net basis. Accordingly, Revenues and Product Purchases reported in TRP's Form 10-K filed on February 14, 2014 will be reduced by equal amounts as presented in the following tables. There is no impact on previously reported net income, cash flows, financial position or other profitability measures.

Revenue footnote table	2013	Year Ended December 31,			2009
		2012	2011	2010	
		(in millions)			
<b>As Reported:</b>					
Revenues	6,556.0	5,885.7	6,994.5	5,476.1	4,542.3
Product Purchases	5,378.5	4,879.0	6,039.0	4,695.5	3,797.4
<b>Effect of Revisions:</b>					
Revenues	(241.3)	(206.7)	(151.3)	(85.1)	(71.9)
Product Purchases	(241.3)	(206.7)	(151.3)	(85.1)	(71.9)
<b>As Revised:</b>					
Revenues	6,314.7	5,679.0	6,843.2	5,391.0	4,470.4
Product Purchases	5,137.2	4,672.3	5,887.7	4,610.4	3,725.5

**Table of Contents****SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF ATLS**

The following selected historical consolidated financial data as of and for the nine months ended September 30, 2014 and September 30, 2013 are derived from ATLS' unaudited consolidated financial statements and as of and for each of the years ended December 31, 2013, 2012, 2011, 2010, and 2009 are derived from ATLS' audited consolidated financial statements. You should read the following data in conjunction with Management's Discussion and Analysis of Financial Condition and Results of Operations and the consolidated financial statements and the related notes thereto set forth in ATLS' Annual Report on Form 10-K for the year ended December 31, 2013 and its Quarterly Report on Form 10-Q for the quarter ended September 30, 2014, which are incorporated by reference into this joint proxy statement/prospectus. See Where You Can Find More Information. You should not assume the results of operations for any past period indicate results for any future period.

	Nine Months Ended		Years Ended December 31,				
	September 30,	2013	2013	2012	2011	2010	2009
	2014						
	(in thousands, except per unit data)						
<b>Statement of operations data:</b>							
<b>Revenues:</b>							
Gas and oil production	\$ 342,456	\$ 176,190	\$ 273,906	\$ 92,901	\$ 66,979	\$ 93,050	\$ 112,979
Well construction and completion	126,917	92,293	167,883	131,496	135,283	206,802	372,045
Gathering and processing	2,158,701	1,538,970	2,139,694	1,219,815	1,329,418	944,609	714,145
Administration and oversight	12,072	8,923	12,277	11,810	7,741	9,716	15,554
Well services	18,441	14,703	19,492	20,041	19,803	20,994	17,859
Gain (loss) on mark-to-market derivatives	9,117	(9,493)	(28,764)	31,940	(20,453)	(5,944)	(35,815)
Other, net	8,465	(5,700)	(6,973)	13,440	31,803	17,437	15,295
Total revenues	2,676,169	1,815,886	2,577,515	1,521,443	1,570,574	1,286,664	1,212,062
<b>Costs and expenses:</b>							
Gas and oil production	134,590	64,837	100,178	26,624	17,100	23,323	25,557
Well construction and completion	110,363	80,255	145,985	114,079	115,630	175,247	315,546
Gathering and processing	1,836,438	1,298,300	1,802,618	1,009,100	1,123,051	789,548	605,222
Well services	7,525	7,009	9,515	9,280	8,738	10,822	9,330
General and administrative	150,578	156,446	197,976	165,777	80,584	37,561	38,932



Chevron transaction expense				7,670			
Depreciation, depletion and amortization	326,145	214,313	308,533	142,611	109,373	115,655	119,396
Asset impairment			81,880	9,507	6,995	50,669	166,684
Total costs and expenses	2,565,639	1,821,160	2,646,685	1,484,648	1,461,471	1,202,825	1,280,667
<b>Operating income (loss)</b>	110,530	(5,274)	(69,170)	36,795	109,103	83,839	(68,605)
Gain (loss) on asset sales and disposal	46,146	(3,554)	(2,506)	(6,980)	256,292	(13,676)	108,947
Interest expense	(125,816)	(91,854)	(132,581)	(46,520)	(38,394)	(90,448)	(104,053)
Loss on early extinguishment of debt		(26,601)	(26,601)		(19,574)	(4,359)	(2,478)
Income (loss) from continuing operations before tax	30,860	(127,283)	(230,858)	(16,705)	307,427	(24,644)	(66,189)
Income tax (benefit) expense	(1,519)	(854)	(2,260)	176			
Income (loss) from continuing operations	32,379	(126,429)	(228,598)	(16,881)	307,427	(24,644)	(66,189)
Income (loss) from discontinued operations					(81)	321,155	84,148
<b>Net income (loss)</b>	32,379	(126,429)	(228,598)	(16,881)	307,346	296,511	17,959
(Income) loss attributable to non-controlling interests	(65,412)	78,062	153,231	(35,532)	(257,643)	(245,764)	(53,924)
Net income (loss) after non-controlling interests	(33,033)	(48,367)	(75,367)	(52,413)	49,703	50,747	(35,965)
(Income) loss not attributable to common limited partners (results of operations of the Transferred					(4,711)	(22,813)	40,000

Business as of  
and prior to  
February 17,  
2011, the date of  
acquisition)

<b>Net income (loss) attributable to common limited partners</b>	\$	(33,033)	\$	(48,367)	\$	(75,367)	\$	(52,413)	\$	44,992	\$	27,934	\$	4,035
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	Nine Months Ended September 30,		Years Ended December 31,				
	2014	2013	2013	2012	2011	2010	2009
	(in thousands, except per unit data)						
<b>Allocation of net income (loss) attributable to common limited partners:</b>							
Continuing operations	\$ (33,033)	\$ (48,367)	\$ (75,367)	\$ (52,413)	\$ 45,002	\$ (11,994)	\$ (7,287)
Discontinued operations					(10)	39,928	11,322
	\$ (33,033)	\$ (48,367)	\$ (75,367)	\$ (52,413)	\$ 44,992	\$ 27,934	\$ 4,035
<b>Net income (loss) attributable to common limited partners per unit:</b>							
<b>Basic:</b>							
Income (loss) from continuing operations attributable to common limited partners	\$ (0.64)	\$ (0.94)	\$ (1.47)	\$ (1.02)	\$ 0.91	\$ (0.43)	\$ (0.26)
Income (loss) from discontinued operations attributable to common limited partners						1.44	0.41
Net income (loss) attributable to common limited	\$ (0.64)	\$ (0.94)	\$ (1.47)	\$ (1.02)	\$ 0.91	\$ 1.01	\$ 0.15

## partners

**Diluted (1):**

Income (loss)  
from  
continuing  
operations  
attributable to  
common  
limited  
partners

\$	(0.64)	\$	(0.94)	\$	(1.47)	\$	(1.02)	\$	0.88	\$	(0.43)	\$	(0.26)
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Income (loss)  
from  
discontinued  
operations  
attributable to  
common  
limited  
partners

1.44	0.41
------	------

Net income  
(loss)  
attributable to  
common  
limited  
partners

\$	(0.64)	\$	(0.94)	\$	(1.47)	\$	(1.02)	\$	0.88	\$	1.01	\$	0.15
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**Balance sheet****data (at****period end):**

Property, plant  
and equipment,  
net

\$	5,861,460	\$	4,958,551	\$	4,910,875	\$	3,502,609	\$	2,093,283	\$	1,849,486	\$	1,831,090
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Total assets	7,793,625	6,885,091	6,792,641	4,597,194	2,684,771	2,435,262	2,838,007
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Total debt,  
including

current portion	3,274,989	2,843,931	2,889,044	1,540,343	524,140	601,389	1,262,183
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Total partners  
capital

3,711,131	3,380,754	3,222,876	2,479,848	1,744,081	1,406,123	1,053,855
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**Cash flow****data:**

Net cash  
provided by  
(used in)  
operating  
activities

\$	47,693	\$	(59,390)	\$	37,608	\$	70,276	\$	88,195	\$	157,253	\$	236,664
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Net cash  
provided by  
(used in)  
investing  
activities

(1,018,805)	(2,327,536)	(2,496,607)	(1,650,505)	14,159	502,330	142,637
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Net cash provided by (used in) financing activities	1,015,078	2,379,644	2,445,720	1,539,633	(25,225)	(660,439)	(385,483)
Capital expenditures	(635,873)	(533,688)	(718,040)	(500,759)	(292,750)	(139,360)	(209,576)

(1) For the nine months ended September 30, 2014, approximately 4,417,000 units were excluded from the computation of diluted earnings attributable to common limited partners per unit because the inclusion of such units would have been anti-dilutive. For the nine months ended September 30, 2013, approximately 3,963,000 units were excluded from the computation of diluted earnings attributable to common limited partners per unit because the inclusion of such units would have been anti-dilutive. For the year ended December 31, 2013, approximately 3,995,000 units were excluded from the computation of diluted earnings attributable to common limited partners per unit because the inclusion of such units would have been anti-dilutive. For the year ended December 31, 2012, approximately 2,867,000 units were excluded from the computation of diluted earnings attributable to common limited partners per unit because the inclusion of such units would have been anti-dilutive. For the year ended December 31, 2010, approximately 180,000 units were excluded from the computation of diluted net income (loss) attributable to common limited partners per unit because the inclusion of such common limited partner units would have been anti-dilutive. For the year ended December 31, 2009, approximately 187,000 units were excluded from the computation of diluted net income (loss) attributable to common limited partners per unit because the inclusion of such common limited partner units would have been anti-dilutive.

**Table of Contents****SELECTED UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION**

The following table sets forth selected unaudited pro forma condensed combined financial information for TRC after giving effect to the Transactions. The selected unaudited pro forma condensed combined financial information is derived from the unaudited pro forma condensed combined financial statements included in this joint proxy statement/prospectus. For a complete discussion of the pro forma adjustments underlying the amounts in the table below, please read the section titled "Unaudited Pro Forma Condensed Combined Financial Statements" beginning on page F-1.

<b>Targa Resources Corp.</b>	<b>Nine Months Ended September 30, 2014</b>	<b>Year Ended December 31, 2013</b>
<b>Pro Forma Income and Pro Forma Cash Flow Data:</b>		
Revenues	\$ 8,758.9	\$ 8,421.5
Income from operations	\$ 572.8	\$ 339.3
Net income	\$ 337.9	\$ 41.0
Net income available to common shareholders	\$ 13.5	\$ (29.0)
Net income available per common share		
Income per share - basic	\$ 0.26	\$ (0.57)
Income per share - diluted	\$ 0.26	\$ (0.57)
Dividends declared per common share	\$ 0.58	\$ 0.63
Capital expenditures and business acquisitions	\$ 1,006.9	\$ 1,485.1
<b>Pro Forma Balance Sheet Data (at end of period):</b>		
Total assets	\$ 13,211.0	
Long-term debt	\$ 5,975.4	
Total owners' equity	\$ 5,742.2	

**Table of Contents****COMPARATIVE PER SHARE AND PER UNIT INFORMATION**

The following table sets forth (i) historical per share information of TRC, (ii) the unaudited pro forma per share information of TRC after giving pro forma effect to the proposed ATLS Merger and the transactions contemplated thereby, including TRC's issuance of 0.1809 of a share of TRC common stock for each outstanding ATLS common unit (other than certain common units held by TRC or ATLS or their wholly owned subsidiaries, which will be cancelled) and (iii) the historical and equivalent pro forma per share information for ATLS.

You should read this information in conjunction with (i) the summary historical financial information included elsewhere in this joint proxy statement/prospectus, (ii) the historical consolidated financial statements of ATLS and TRC and related notes that are incorporated by reference in this joint proxy statement/prospectus and (iii) the

Unaudited Pro Forma Condensed Consolidated Financial Statements and related notes included elsewhere in this joint proxy statement/prospectus. The unaudited pro forma per share and unit information does not purport to represent what the actual results of operations of ATLS and TRC would have been had the proposed ATLS Merger been completed in another period or to project ATLS's and TRC's results of operations that may be achieved if the proposed ATLS Merger is completed.

	<b>Nine Months Ended September 30, 2014</b>	<b>Year Ended December 31, 2013</b>
<b>Historical TRC</b>		
Income from continuing operations per share basic	\$ 1.83	\$ 1.56
Income from continuing operations per share diluted	\$ 1.82	\$ 1.55
Dividends per share declared for the period	\$ 2.070	\$ 2.205
Book value per share (a)	\$ 3.79	\$ 3.53
<b>Historical ATLS</b>		
Income (loss) from continuing operations per unit basic and diluted	\$ (0.64)	\$ (1.47)
Distributions per unit declared for the period	\$ 1.47	\$ 1.67
Book value per unit (a)	\$ 6.62	\$ 7.23
<b>Pro forma combined TRC</b>		
Income from continuing operations per share basic (b)	\$ 0.26	\$ (0.57)
Income from continuing operations per share diluted (b)	\$ 0.26	\$ (0.57)
Dividends per share declared for the period (c)	\$ 3.18	\$ 3.48
Book value per share (d)	\$ 25.24	
<b>Equivalent pro forma combined ATLS(e)</b>		
Income from continuing operations per share basic	\$ 0.05	\$ (0.10)
Income from continuing operations per share diluted	\$ 0.05	\$ (0.10)
Dividends per share declared for the period	\$ 0.58	\$ 0.63
Book value per share	\$ 4.57	

(a) The historical book value per share or unit was calculated as follows (in millions, except per share or unit amounts):

	<b>Nine Months Ended September 30, 2014</b>	
	<b>TRC</b>	<b>ATLS</b>
Equity or capital, as applicable, before noncontrolling interests	\$ 159.5	\$ 344.0
Divided by: Number of shares or units outstanding as of end of period	42.1	51.9
<b>Book value per share or unit</b>	<b>\$ 3.79</b>	<b>\$ 6.63</b>



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	<b>Year Ended December 31, 2013</b>	
	<b>TRC</b>	<b>ATLS</b>
Equity or capital, as applicable, before noncontrolling interests	\$ 148.8	\$ 371.8
Divided by: Number of shares or units outstanding as of end of period	42.2	51.4
<b>Book value per share or unit</b>	<b>\$ 3.53</b>	<b>\$ 7.23</b>

- (b) Amounts are from the unaudited pro forma condensed combined financial statements included under Unaudited Pro Forma Condensed Consolidated Financial Statements.
- (c) The pro forma combined TRC dividends declared amounts were calculated as follows (in millions, except per share or unit amounts):

	<b>Nine Months Ended September 30, 2014</b>		
	<b>TRC</b>	<b>ATLS</b>	<b>Total</b>
Declared dividends or distributions, as applicable, for the period to the public (historical)	\$ 87.6	\$ 76.3	\$ 163.9
Divided by: Pro forma combined number of shares outstanding as of date of record			51.5
<b>Dividends per share declared for the period (pro forma)</b>			<b>\$ 3.18</b>

	<b>Year Ended December 31, 2013</b>		
	<b>TRC</b>	<b>ATLS</b>	<b>Total</b>
Declared dividends or distributions, as applicable, for the period to the public (historical)	\$ 93.2	\$ 85.9	\$ 179.1
Divided by: Pro forma combined number of shares outstanding as of date of record			51.5
<b>Dividends per share declared for the period (pro forma)</b>			<b>\$ 3.48</b>

- (d) The pro forma combined TRC, book value per share was calculated as follows (in millions, except per share amounts):

	<b>As of September 30, 2014</b>
Equity before noncontrolling interests	\$ 1,300.1
Divided by: Pro forma combined number of shares outstanding	51.5

Book value per share	\$	25.24
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- (e) Equivalent pro forma amounts are calculated by multiplying pro forma combined TRC amounts by the exchange ratio of 0.1809 of a share of TRC common stock for each ATLS common unit. In addition, ATLS unitholders will receive approximately \$521.8 million in cash in total.

**Table of Contents****MARKET PRICES AND DIVIDEND AND DISTRIBUTION INFORMATION**

TRC shares are traded on the NYSE under the ticker symbol TRGP and the ATLS common units are traded on the NYSE under the ticker symbol ATLS. The following table sets forth, for the periods indicated, the range of high and low sales prices per unit for TRC shares and ATLS common units, on the NYSE composite tape, as well as information concerning quarterly cash dividends declared paid on the TRC shares and cash distributions declared and paid on the ATLS common units. The sales prices are as reported in published financial sources.

	TRC shares			ATLS common units		
	High	Low	Dividend (1)(2)	High	Low	Distribution (1)(2)
<b>2012</b>						
First Quarter	\$ 48.28	\$ 38.70	\$ 0.36500	\$ 35.40	\$ 23.51	\$ 0.25
Second Quarter	\$ 49.91	\$ 39.89	\$ 0.39375	\$ 39.35	\$ 27.83	\$ 0.25
Third Quarter	\$ 51.43	\$ 41.46	\$ 0.42250	\$ 36.75	\$ 31.15	\$ 0.27
Fourth Quarter	\$ 53.38	\$ 45.74	\$ 0.45750	\$ 36.57	\$ 31.15	\$ 0.30
<b>2013</b>						
First Quarter	\$ 68.42	\$ 54.31	\$ 0.49500	\$ 44.56	\$ 34.74	\$ 0.31
Second Quarter	\$ 69.43	\$ 60.01	\$ 0.53250	\$ 53.60	\$ 43.13	\$ 0.44
Third Quarter	\$ 74.94	\$ 64.40	\$ 0.57000	\$ 55.70	\$ 44.80	\$ 0.46
Fourth Quarter	\$ 89.74	\$ 72.24	\$ 0.60750	\$ 55.89	\$ 41.79	\$ 0.46
<b>2014</b>						
First Quarter	\$ 99.20	\$ 84.17	\$ 0.64750	\$ 48.78	\$ 40.13	\$ 0.46
Second Quarter	\$ 160.97	\$ 99.30	\$ 0.69000	\$ 45.70	\$ 38.27	\$ 0.49
Third Quarter	\$ 145.00	\$ 126.42	\$ 0.73250	\$ 48.47	\$ 41.51	\$ 0.52
Fourth Quarter)	\$ 139.99	\$ 88.01	\$ 0.7750	\$ 43.94	\$ 25.24	
<b>2015</b>						
First Quarter (through January 21, 2015)	\$ 107.93	\$ 82.09		\$ 32.03	\$ 24.96	

- (1) Represents cash dividends per share of TRC common stock or cash distributions per ATLS common unit declared with respect to the quarter presented and paid in the following quarter.
- (2) Cash dividends on TRC common stock for the fourth quarter of 2014 will be paid on February 17, 2015 to holders of record as of the close of business on February 2, 2015, and cash dividends on TRC common stock for the first quarter of 2015 have not been declared or paid. Cash distributions on ATLS common units with respect to the fourth quarter of 2014 and the first quarter of 2015 have not been declared or paid.

The last reported sale price of ATLS common units on the NYSE on October 10, 2014, the last trading day before TRC announced the execution of the ATLS Merger Agreement, was \$32.41. The last reported sale price of TRC shares on the NYSE on October 10, 2014, the last trading day before TRC announced the execution of the ATLS Merger Agreement, was \$121.65. The last reported sale price of ATLS common units on the NYSE on January 21, 2015, the latest practicable trading day prior to the printing of this joint proxy statement/prospectus, was \$28.58. The last reported sale price of TRC shares on the NYSE on January 21, 2015, the latest practicable trading day prior to the printing of this joint proxy statement/prospectus, was \$92.02.

As of January 22, 2015, the record date for the TRC special meeting, we estimate there will be approximately 42,143,400 TRC shares outstanding held by approximately 185 holders of record. TRC intends to pay to its

stockholders, on a quarterly basis, dividends equal to the cash it receives from its TRP distributions, less reserves for expenses, future dividends and other uses of cash. If TRP is successful in implementing its business strategy and increasing distributions to its partners, TRC would generally expect to increase dividends to its stockholders, although the timing and amount of any such increased dividends may not necessarily be comparable to any increased TRP distributions. TRC cannot guarantee that any dividends will be declared or paid in the future.

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As of January 22, 2015, the record date for the ATLS special meeting, we estimate there will be approximately 51,985,700 ATLS common units outstanding held by approximately 170 holders of record. The ATLS partnership agreement requires it to distribute all of its available cash, as defined in its partnership agreement, within 50 days after the end of each quarter. The payment of quarterly cash distributions by ATLS in the future will depend on the amount of its available cash at the end of each quarter.

TRP common units are traded on the NYSE under the ticker symbol NGLS and the APL common units are traded on the NYSE under the ticker symbol APL. The following table sets forth, for the periods indicated, the range of high and low sales prices per unit for TRP common units and APL common units, on the NYSE composite tape, as well as information concerning quarterly cash distributions declared and paid on those units. The sales prices are as reported in published financial sources.

	TRP common units			APL common units		
	High	Low	Distribution (1)(2)	High	Low	Distribution (1)(2)
<b>2012</b>						
First Quarter	\$ 43.48	\$ 37.47	\$ 0.6225	\$ 40.89	\$ 34.78	\$ 0.56
Second Quarter	\$ 45.42	\$ 32.68	\$ 0.6425	\$ 36.04	\$ 27.32	\$ 0.56
Third Quarter	\$ 43.50	\$ 35.56	\$ 0.6625	\$ 36.09	\$ 30.55	\$ 0.57
Fourth Quarter	\$ 44.75	\$ 34.39	\$ 0.6800	\$ 36.10	\$ 29.53	\$ 0.58
<b>2013</b>						
First Quarter	\$ 46.25	\$ 37.59	\$ 0.6975	\$ 34.82	\$ 31.55	\$ 0.59
Second Quarter	\$ 50.87	\$ 43.52	\$ 0.7150	\$ 39.94	\$ 33.05	\$ 0.62
Third Quarter	\$ 54.13	\$ 47.57	\$ 0.7325	\$ 40.06	\$ 35.07	\$ 0.62
Fourth Quarter	\$ 54.25	\$ 48.09	\$ 0.7475	\$ 40.02	\$ 32.50	\$ 0.62
<b>2014</b>						
First Quarter	\$ 56.94	\$ 49.66	\$ 0.7625	\$ 35.62	\$ 28.88	\$ 0.62
Second Quarter	\$ 83.49	\$ 57.02	\$ 0.7800	\$ 34.58	\$ 30.55	\$ 0.63
Third Quarter	\$ 74.51	\$ 63.87	\$ 0.7975	\$ 37.93	\$ 32.16	\$ 0.64
Fourth Quarter	\$ 73.20	\$ 40.17	\$ 0.8100	\$ 37.96	\$ 22.36	\$ 0.64
<b>2015</b>						
First Quarter (through January 21, 2015)	\$ 49.76	\$ 39.05		\$ 28.45	\$ 22.08	

(1) Represents cash distributions per share of TRP common stock or APL common unit declared with respect to the quarter presented and paid in the following quarter.

(2) Cash distributions on TRP common units for the fourth quarter of 2014 will be paid on February 13, 2015 to holders of record as of the close of business on February 2, 2015. Cash distributions on APL common units for the fourth quarter of 2014 will be paid on February 13, 2015 to holders of record as of the close of business on January 21, 2015. Cash distributions with respect to the first quarter of 2015 have not been declared or paid.

The last reported sale price of APL common units on the NYSE on October 10, 2014, the last trading day before TRP announced the execution of the APL Merger Agreement, was \$33.62. The last reported sale price of TRP common units on the NYSE on October 10, 2014, the last trading day before TRP announced the execution of the APL Merger Agreement, was \$63.98. The last reported sale price of APL common units on the NYSE on January 21, 2015, the latest practicable trading day prior to the printing of this joint proxy statement/prospectus, was \$25.92. The last reported sale price of TRP common units on the NYSE on January 21, 2015, the latest practicable trading day prior to

the printing of this joint proxy statement/prospectus, was \$45.50.

As of January 22, 2015, the record date for the APL special meeting, we estimate there will be approximately 118,732,780 TRP common units outstanding held by approximately 36 holders of record. TRP s

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partnership agreement requires it to distribute all of its available cash, as defined in its partnership agreement, within 45 days after the end of each quarter. The payment of quarterly cash distributions by TRP in the future, therefore, will depend on the amount of its available cash at the end of each quarter.

As of January 22, 2015, the record date for the APL special meeting, we estimate there will be approximately 99,998,800 APL common units outstanding held by approximately 94 holders of record. APL's partnership agreement requires it to distribute all of its available cash, as defined in its partnership agreement, within 45 days after the end of each quarter. The payment of quarterly cash distributions by ATLS in the future will depend on the amount of its available cash at the end of each quarter.

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**RISK FACTORS**

***The Atlas Mergers are subject to conditions, including some conditions that may not be satisfied on a timely basis, if at all. Failure to complete the Atlas Mergers, or significant delays in completing the Atlas Mergers, could negatively affect each party's future business and financial results.***

The completion of the Atlas Mergers is subject to a number of conditions, and each of the Atlas Mergers and the Spin-Off is contingent on one another. The completion of the Atlas Mergers is not assured and is subject to risks, including the risk that approval of TRC's stock issuance by TRC stockholders in connection with the ATLS Merger or the approval of the Atlas Mergers by the unitholders of APL and ATLS, as applicable, is not obtained or that other closing conditions are not satisfied. If the Atlas Mergers are not completed, or if there are significant delays in completing the Atlas Mergers, Targa's future business and financial results could be negatively affected, and each of the parties will be subject to several risks, including the following:

the parties may be liable for damages to one another under the terms and conditions of the Atlas Merger Agreements;

there may be negative reactions from the financial markets due to the fact that current prices of Targa and Atlas equity may reflect a market assumption that the Atlas Mergers will be completed; and

the attention of Targa management and the Atlas management will have been diverted to the Atlas Mergers rather than their own operations and pursuit of other opportunities that could have been beneficial to Targa and Atlas's business.

For additional information on the Spin-Off or New Atlas, please read New Atlas's registration statement on Form 10 and related information statement.

***Because the exchange ratio is fixed and because the market price of TRC common stock will fluctuate prior to the consummation of the ATLS Merger, ATLS unitholders cannot be sure of the market value of the shares of TRC common stock they will receive as merger consideration relative to the value of ATLS common units they exchange.***

The market value of the consideration that ATLS unitholders will receive in the ATLS Merger will depend on the trading price of TRC's common stock at the closing of the ATLS Merger. The exchange ratio that determines the number of TRC shares that ATLS unitholders will receive in the ATLS Merger is fixed. This means that there is no mechanism contained in the ATLS Merger Agreement that would adjust the number of TRC shares that ATLS unitholders will receive based on any decreases or increases in the trading price of TRC common stock. Stock or unit price changes may result from a variety of factors (many of which are beyond TRC's or ATLS's control), including:

changes in TRC's business, operations and prospects;

changes in market assessments of TRC's business, operations and prospects;



interest rates, commodity prices, general market, industry and economic conditions and other factors generally affecting the price of TRC common stock; and

federal, state and local legislation, governmental regulation and legal developments in the businesses in which TRC operates.

If the price of TRC common stock at the closing of the ATLS Merger is less than the price of TRC common stock on the date that the ATLS Merger Agreement was signed, then the market value of the consideration received by ATLS unitholders will be less than contemplated at the time the ATLS Merger Agreement was signed.

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***If the ATLS Merger is approved by ATLS unitholders, the date that those unitholders will receive the ATLS Merger Consideration is uncertain.***

As described in this joint proxy statement/prospectus, completing the proposed ATLS Merger is subject to several conditions, not all of which are controllable by TRC or ATLS. Accordingly, if the proposed ATLS Merger is approved by ATLS unitholders, the date that those unitholders will receive ATLS Merger Consideration depends on the completion date of the ATLS Merger, which is uncertain.

***Targa and Atlas may have difficulty attracting, motivating and retaining employees in light of the Atlas Mergers.***

The success of the combined entities after the Atlas Mergers will depend in part upon the ability of Targa and Atlas to retain their respective key employees. Key employees may depart either before or after the Atlas Mergers because of issues relating to the uncertainty and difficulty of integration or a desire not to remain following the Atlas Mergers. Accordingly, no assurance can be given that the combined entities will be able to retain key employees to the same extent as in the past.

***Targa and Atlas are subject to business uncertainties and contractual restrictions while the Atlas Mergers are pending, which could adversely affect each party's business and operations.***

In connection with the Atlas Mergers, it is possible that some customers, suppliers and other persons with whom Targa or Atlas have business relationships may delay or defer certain business decisions or might decide to seek to terminate, change or renegotiate their relationship with Targa or Atlas as a result of the Atlas Mergers, which could negatively affect the respective revenues, earnings and cash available for distribution of Targa and Atlas, regardless of whether the Atlas Mergers are completed.

Under the terms of the Atlas Merger Agreements, each of Targa and Atlas is subject to certain restrictions on the conduct of its business prior to completing the Atlas Mergers, which may adversely affect Targa's and Atlas' ability to execute certain of Targa's and Atlas' business strategies. Such limitations could negatively affect each party's businesses and operations prior to the completion of the Atlas Mergers. Furthermore, the process of planning to integrate the businesses and organizations for the post-merger period can divert management attention and resources and could ultimately have an adverse effect on each party.

***Targa and Atlas will incur substantial transaction-related costs in connection with the Atlas Mergers.***

Targa and Atlas expect to incur substantial expenses in connection with completing the Atlas Mergers and integrating the businesses, operations, networks, systems, technologies, policies and procedures of Atlas and Targa. There are a large number of systems that must be integrated, including billing, management information, purchasing, accounting and finance, sales, payroll and benefits, fixed assets, lease administration and regulatory compliance, and there are a number of factors beyond Targa's and Atlas' control that could affect the total amount or the timing of integration expenses. Many of the expenses that will be incurred, by their nature, are difficult to estimate accurately at the present time. Due to these factors, the transaction and integration expenses associated with the Atlas Mergers could, particularly in the near term, exceed any savings that the combined entities might otherwise realize from the elimination of duplicative expenses and the realization of economies of scale related to the integration of the businesses following the completion of the Atlas Mergers.

***Failure to successfully combine Targa's business with the business of Atlas in the expected time frame may adversely affect the future results of the combined entities.***

The success of the Atlas Mergers will depend, in part, on Targa's ability to realize the anticipated benefits and synergies from combining Targa's business with the business of Atlas. To realize these anticipated benefits, the businesses must be successfully integrated. If the combined entities are not able to achieve these objectives, or are not able to achieve these objectives on a timely basis, the anticipated benefits of the Atlas Mergers may not be realized fully or at all. In addition, the actual integration may result in additional and unforeseen expenses, which could reduce the anticipated benefits of the Atlas Mergers.

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***If TRP successfully completes the APL Merger, it may not be able to fund a change of control offer for all of APL's outstanding 6.625% Senior Notes due 2020, 5.875% Senior Notes due 2023 and 4.75% Senior Note due 2021 (collectively, the APL Notes).***

If TRP successfully completes the APL Merger, APL will be required under each of the indentures for the APL Notes to offer to purchase, within 90 days of the APL Merger, all outstanding APL Notes at a price equal to 101% of the principal amount thereof, plus accrued and unpaid interest thereon to the date of purchase. The aggregate principal amount of the outstanding APL Notes is currently \$1.55 billion. Apart from borrowings under TRP's \$1.2 billion senior secured revolving credit facility and cash on hand, TRP has no available funds that TRP could provide to APL to purchase the APL Notes, and TRP anticipates that APL would not have sufficient cash on hand for that purpose. Consequently, TRP cannot assure you that it would have sufficient funds available, or that TRP would be permitted by its senior secured revolving credit facility or other debt instruments, to provide to APL sufficient funds to fulfill its obligation to purchase all APL Notes that may be tendered to it for purchase following the APL Merger.

***ATLS is subject to provisions that limit its ability to pursue alternatives to the ATLS Merger, could discourage a potential competing acquirer of ATLS from making a favorable alternative transaction proposal and, in specified circumstances under the ATLS Merger Agreement, would require ATLS to pay a termination fee to TRC or to make a payment in respect of TRC's expenses.***

Under the ATLS Merger Agreement, there are restrictions on the ability of ATLS to enter into alternative transactions. Unless and until the ATLS Merger Agreement is terminated, subject to specified exceptions (which are discussed in more detail in *The Transaction Agreements The ATLS Merger Agreement Termination of the ATLS Merger Agreement*), ATLS is restricted from initiating, soliciting, knowingly encouraging or knowingly facilitating any inquiry, proposal or offer for a competing acquisition proposal. Under the ATLS Merger Agreement, in the event of a potential change by the ATLS GP Board of its recommendation with respect to the proposed ATLS Merger in light of a superior proposal or a potential termination of the agreement by ATLS to enter into a superior proposal, ATLS must provide TRC with 72 hours' notice to allow TRC to propose an adjustment to the terms of the ATLS Merger Agreement. In addition, if the ATLS Merger Agreement is terminated by TRC as a result of a change in recommendation by the ATLS GP Board, it must pay TRC a termination fee of \$53.4 million. These provisions could discourage a third party that may have an interest in acquiring all or a significant part of ATLS from considering or proposing that acquisition, even if such third party were prepared to pay consideration with a higher per unit market value than the merger consideration, or might result in a potential competing acquirer of ATLS proposing to pay a lower price than it would otherwise have proposed to pay because of the added expense of the termination fee that may become payable in specified circumstances. For a discussion of the restrictions on ATLS's soliciting or entering into a takeover proposal or alternative transaction and the ATLS GP Board's ability to change its recommendation, see *The Transaction Agreements The ATLS Merger Agreement No Solicitation by ATLS of Alternative Proposals* and *The Transaction Agreements The ATLS Merger Agreement Change in ATLS GP Board Recommendation*.

***ATLS and TRC are subject to provisions under the ATLS Merger Agreement that, in specified circumstances, could require ATLS or TRC, as applicable, to pay a termination fee of \$53.4 million or \$26.7 million to the other party or make a payment of \$17.8 million or \$8.9 million in respect of other party's expenses, including circumstances in which the APL Merger Agreement is terminated for specified reasons.***

If the ATLS Merger Agreement is terminated by TRC or ATLS in certain situations, including by TRC due to an ATLS change in recommendation or by ATLS due to a TRC change in recommendation, ATLS or TRC, as applicable, will be required to pay the other party a termination fee of \$53.4 million, less any expense payments previously paid. Alternatively, ATLS and TRC will be required to pay a termination fee of \$26.7 million to the party in certain situations where the APL Merger Agreement has been terminated by ATLS or TRC. Or alternatively, if the

ATLS Merger Agreement is terminated under specified circumstances, ATLS and TRC will be required to make a payment of \$17.8 million in respect of the other party's expenses. Alternatively, ATLS and

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TRC will be required to pay \$8.9 million in respect of the other party's expenses in certain situations where the APL Merger Agreement has been terminated by ATLS or TRC. In addition, if the ATLS Merger Agreement is terminated and APL is obligated under the APL Merger Agreement to pay a termination fee to TRP, ATLS may, in certain specified circumstances, be obligated to reimburse APL for \$17.8 million of such termination fee. See The Transaction Agreements The ATLS Merger Agreement Termination of the ATLS Merger Agreement and The Transaction Agreements The ATLS Merger Agreement Expenses. If such a termination fee and expenses are payable, the payment of this fee and expenses could have material and adverse consequences to the financial condition and operations of ATLS or TRC.

***Certain executive officers and directors of ATLS have interests in the Atlas Mergers that are different from, or in addition to, the interests of ATLS unitholders generally, which could have influenced their decision to support or approve the Atlas Mergers.***

Certain executive officers and directors of ATLS are parties to agreements or participants in other arrangements that give them interests in the Atlas Mergers that may be different from, or be in addition to, your interests as an ATLS unitholder. You should consider these interests in voting on the ATLS Merger proposal. These different interests are described in The Transactions Interests of Certain Persons in the Transactions.

***Financial projections by Targa and Atlas may not prove to be reflective of actual future results.***

In connection with the Atlas Mergers, Targa and Atlas prepared and considered, among other things, internal financial forecasts for Atlas and Targa, respectively. These financial projections include assumptions regarding future operating cash flows, expenditures, growth and distributable income of Targa and Atlas. They speak only as of the date made and will not be updated. These financial projections were not provided with a view to public disclosure, are subject to significant economic, competitive, industry and other uncertainties and may not be achieved in full, at all or within projected timeframes. In addition, the failure of businesses to achieve projected results, could have a material adverse effect on TRC's share price, financial position and ability to maintain or increase its dividends following the ATLS Merger.

***The unaudited pro forma financial statements included in this joint proxy statement/prospectus are presented for illustrative purposes only and may not be an indication of the combined entity's financial condition or results of operations following the Atlas Mergers.***

The unaudited pro forma financial statements contained in this joint proxy statement/prospectus are presented for illustrative purposes only, are based on various adjustments, assumptions and preliminary estimates, and may not be an indication of the financial condition or results of operations of the combined entities (TRC/ATLS and TRP/APL) following the Atlas Mergers for several reasons. The actual financial condition and results of operations of the combined entities following the Atlas Mergers may not be consistent with, or evident from, these pro forma financial statements. In addition, the assumptions used in preparing the pro forma financial information may not prove to be accurate, and other factors may affect the financial condition or results of operations of the combined entities following the Atlas Mergers. Any potential decline in the financial condition or results of operations of the combined entities may cause significant variations in the price of TRC common stock after completion of the AT Atlas Mergers. See Unaudited Pro Forma Condensed Consolidated Financial Statements.

***TRC shares to be received by ATLS unitholders as a result of the ATLS Merger have different rights from ATLS common units.***

Following completion of the ATLS Merger, ATLS unitholders will no longer hold ATLS common units, but will instead be stockholders of TRC. There are important differences between the rights of ATLS unitholders and the rights of TRC stockholders. Ownership interests in a limited partnership are fundamentally different from ownership interests in a corporation. ATLS unitholders will own TRC common stock following the completion

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of the ATLS Merger, and their rights associated with the TRC common stock will be governed by TRC's organizational documents and Delaware corporation law, which differ in a number of respects from the ATLS partnership agreement and the Delaware LP Act. See [Comparison of the Rights of TRC Stockholders and ATLS Unitholders](#) for a discussion of the different rights associated with ATLS common units and shares of TRC common stock.

***Targa and Atlas are subject to litigation related to the Atlas Mergers.***

Targa and Atlas are subject to litigation related to the Atlas Mergers. See [The Transactions Pending Litigation](#). It is possible that additional claims beyond those that have already been filed will be brought by the current plaintiffs or by others in an effort to enjoin the Atlas Mergers or seek monetary relief from Targa. Targa and Atlas cannot predict the outcome of these lawsuits, or others, nor can they predict the amount of time and expense that will be required to resolve the lawsuits. An unfavorable resolution of any such litigation surrounding the Atlas Mergers could delay or prevent their consummation. In addition, the costs defending the litigation, even if resolved in Targa's or Atlas's favor, could be substantial and such litigation could distract Targa and Atlas from pursuing the consummation of the Atlas Mergers and other potentially beneficial business opportunities.

**Tax Risks Related to the ATLS Merger**

In addition to reading the following risk factors, you are urged to read [Material U.S. Federal Income Tax Consequences](#) for a more complete discussion of the expected material U.S. federal income tax consequences of the ATLS Merger and owning and disposing of TRC shares received in the ATLS Merger.

***The receipt of the ATLS Merger Consideration will be taxable for U.S. federal income tax purposes, and ATLS unitholders could recognize tax gain in excess of the ATLS Merger Consideration received.***

A U.S. holder who receives TRC shares and cash in exchange for ATLS common units pursuant to the ATLS Merger will recognize gain or loss in an amount equal to the difference between (i) the amount realized, which is the sum of (A) the amount of cash received, (B) the fair market value of TRC shares received, and (C) such U.S. holder's share of ATLS's nonrecourse liabilities immediately prior to the ATLS Merger; and (ii) such U.S. holder's adjusted tax basis in the ATLS common units exchanged therefor (which includes any remaining basis attributable to such U.S. holder's share of ATLS's nonrecourse liabilities immediately prior to the ATLS Merger).

Because the amount realized includes the amount of ATLS's liabilities allocated to each ATLS unitholder immediately prior to the ATLS Merger, it is possible that the amount of gain ATLS unitholders recognize could exceed the fair market value of the shares of TRC common stock and cash received. The application of other complicated tax rules also may give rise to adverse tax consequences to ATLS unitholders. Because the tax consequences of the ATLS Merger to an ATLS unitholder will depend on the unitholder's particular factual circumstances and are uncertain in some material respects, ATLS unitholders should consult their tax advisors regarding the potential tax consequences of exchanging ATLS common units for TRC shares and cash in the ATLS Merger.

***The U.S. federal income tax treatment to ATLS unitholders with respect to owning and disposing of any TRC shares received in the ATLS Merger will be different than their U.S. federal income tax treatment with respect to owning and disposing of their ATLS common units.***

For U.S. federal income tax purposes, ATLS is classified as a partnership. Thus, it is generally not a taxable entity and incurs no U.S. federal income tax liability. Instead, each ATLS unitholder is required to take into account such unitholder's share of items of income, gain, loss and deduction of ATLS in computing its U.S. federal income tax



liability, regardless of whether cash distributions are made to such ATLS unitholder by

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ATLS. A distribution of cash by ATLS to an ATLS unitholder who is a U.S. holder (as defined in Material U.S. Federal Income Tax Consequences ) is generally not taxable for U.S. federal income tax purposes unless the amount of cash distributed is in excess of the ATLS unitholder's adjusted tax basis in its ATLS common units. In contrast, TRC is classified as a corporation for U.S. federal income tax purposes, and thus, TRC (and not its stockholders) is subject to U.S. federal income tax on its taxable income. A distribution of cash by TRC to a stockholder who is a U.S. holder will generally be included in such U.S. holder's income as ordinary dividend income to the extent of TRC's current or accumulated earnings and profits, as determined under U.S. federal income tax principles. A portion of the cash distributed to TRC shareholders by TRC after the ATLS Merger may exceed TRC's current and accumulated earnings and profits. Cash distributions in excess of TRC's current or accumulated earnings and profits will be treated as a non-taxable return of capital, reducing a U.S. holder's adjusted tax basis in such stockholder's TRC shares and, to the extent the cash distribution exceeds such stockholder's adjusted tax basis, as gain from the sale or exchange of such TRC shares. See Material U.S. Federal Income Tax Consequences.

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**CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS**

This joint proxy statement/prospectus and some of the documents TRC and ATLS have incorporated herein by reference contain forward-looking statements within the meaning of Section 21E of the Exchange Act. These forward-looking statements are identified as any statement that does not relate strictly to historical or current facts. When used in this joint proxy statement/prospectus or the documents incorporated herein by reference, words such as anticipate, project, expect, plan, seek, goal, estimate, forecast, intend, could, should, will, similar expressions and statements regarding TRC's or ATLS's plans and objectives for future operations, are intended to identify forward-looking statements. In particular, statements, express or implied, concerning future actions, operating results or the ability to generate revenue, income, cash flow or to make distributions or dividends are forward-looking statements. Although TRC, ATLS and ATLS GP believe that the expectations reflected in such forward-looking statements are reasonable, they cannot give assurances that such expectations will prove to be correct. Such statements are subject to a variety of risks, uncertainties and assumptions. If one or more of these risks or uncertainties materialize, or if underlying assumptions prove incorrect, TRC's and/or ATLS's actual results may vary materially from those anticipated, estimated, projected or expected.

For instance, although TRC and ATLS have signed a merger agreement, there is no assurance that they will complete the proposed ATLS Merger. The ATLS Merger Agreement will terminate if ATLS or TRC do not receive the necessary approval of their unitholders and stockholders, respectively, and also may be terminated if any conditions to closing are not satisfied or if the ATLS Merger is not completed by the outside date. Other risks and uncertainties that may affect the ATLS Merger or actual results include:

the occurrence of any event, change or other circumstances that could give rise to the termination of the Atlas Merger Agreements;

the outcome of any legal proceedings that have been or may be instituted against TRC, TRP, ATLS, APL and others relating to the Atlas Merger Agreements;

the failure of the Transactions to close for any other reason;

the effect of the announcement of the Atlas Mergers or the Spin-Off on Targa's and Atlas's customer relationships, operating results and business generally;

the risks that the proposed transaction disrupts current plans and operations;

the amount of the costs, fees, expenses and charges related to the Atlas Mergers;

the failure to obtain the approval of TRC's stock issuance in connection with the ATLS Merger by the stockholders of Targa and the approval of the Atlas Mergers by the unitholders of ATLS and APL, as applicable, and to satisfy the other conditions to the consummation of the Atlas Mergers;

the failure to integrate with Atlas successfully after consummation of the Atlas Mergers and to achieve anticipated benefits from the proposed transaction;

risks relating to any unforeseen liabilities of Atlas;

the failure to realize a lower long-term cost of capital, anticipated cost savings and other benefits of the proposed Atlas Mergers;

the demand for oil, natural gas, natural gas liquids and condensate;

the volatility of realized oil, natural gas and natural gas liquids prices;

the potential for additional impairment due to future declines in oil, natural gas and natural gas liquids prices;

the accuracy of estimated natural gas and oil reserves;

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the ability to fulfill the substantial capital investment needs of ATLS;

the ability to retain key customers;

APL's dependence on the gathering and transportation facilities of third parties;

potential incurrence of significant costs and liabilities in the future resulting from a failure to comply with new or existing environmental regulations or an accidental release of hazardous substances into the environment;

uncertainties with respect to the success of drilling wells at identified drilling locations;

the conditions of the capital markets, interest rates, availability of credit facilities to support business requirements, liquidity and general economic conditions;

Targa's and Atlas's respective businesses and financial strategies;

technology;

cash flow, liquidity and financial position;

the timing and amount of future production of oil, natural gas and natural gas liquids;

operating expenses, general and administrative costs, and finding and development costs;

competition in the oil, natural gas and natural gas liquids industry;

weather and other natural phenomena;

governmental regulation of the oil and natural gas industry;

changes in laws and regulations and enforcement, particularly with regard to taxes, safety and protection of the environment;

the effect of legislation, regulatory initiatives and litigation related to climate change;

exposure to new and existing litigation;

strategic plans, objectives, expectations and intentions for future operations; and

other factors and uncertainties discussed in this joint proxy statement/prospectus and TRC's and ATLS's respective filings with the SEC, including their Annual Reports on Form 10-K for the year ended December 31, 2013 and Quarterly Reports on Form 10-Q for the quarters ended March 31, 2014, June 30, 2014 and September 30, 2014.

You should not put undue reliance on any forward-looking statements. When considering forward-looking statements, please review carefully the risk factors described under "Risk Factors" in this joint proxy statement/prospectus and incorporated by reference into this document.

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**THE PARTIES**

**Targa Resources Corp.**

Targa Resources Corp., or TRC, is a publicly traded Delaware corporation formed in October 2005. TRC does not directly own any operating assets; its main source of future revenue therefore is from general and limited partner interests, including IDRs, in TRP. TRC's shares of common stock are listed on the NYSE under the symbol TRGP.

TRC's principal executive offices are located at 1000 Louisiana Street, Suite 4300, Houston, Texas 77002 and its telephone number is 713-584-1000.

**Targa Resources Partners LP**

Targa Resources Partners LP, or TRP, is a publicly traded Delaware limited partnership formed in October 2006 by its parent, TRC, to own, operate, acquire and develop a diversified portfolio of complementary midstream energy assets. TRP's common units are listed on the NYSE under the symbol NGLS. TRP is a leading provider of midstream natural gas and NGL services in the United States, with a growing presence in crude oil gathering and petroleum terminaling. In connection with these business activities, TRP buys and sells natural gas, NGLs and NGL products, crude oil, condensate and refined products.

TRP is engaged in the business of:

gathering, compressing, treating, processing and selling natural gas;

storing, fractionating, treating, transporting, terminaling and selling NGLs and NGL products;

gathering, storing and terminaling crude oil; and

storing, terminaling and selling refined petroleum products.

TRP's principal executive offices are located at 1000 Louisiana Street, Suite 4300, Houston, Texas 77002 and our telephone number is 713-584-1000.

**Atlas Energy, L.P.**

Atlas Energy, L.P., or ATLS, is a publicly traded Delaware master limited partnership whose common units are listed on the NYSE under the symbol ATLS. Its assets currently consist principally of its ownership interests in the following:

APL, a publicly traded Delaware master limited partnership and midstream energy service provider engaged in natural gas gathering, processing and treating services primarily in the Anadarko, Arkoma and Permian Basins located in the southwestern and mid-continent regions of the United States and in the Eagle Ford

Shale play in south Texas; natural gas gathering services in the Appalachian Basin in the northeastern region of the United States; and NGL transportation services in the southwestern region of the United States;

ARP, a publicly traded Delaware master limited partnership and an independent developer and producer of natural gas, crude oil and NGLs, with operations in basins across the United States. ARP sponsors and manages tax-advantaged investment partnerships, in which it coinvests, to finance a portion of its natural gas and oil production activities;

The Development Subsidiary, a partnership that currently conducts natural gas and oil operations in the mid-continent region of the United States. At October 31, 2014, ATLS owned a 2.5% limited partner interest in the Development Subsidiary and 80.0% of its outstanding general partner units;



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The Lightfoot entities, which incubate new MLPs and invest in existing MLPs. At October 31, 2014, ATLS had an approximate 15.9% general partner interest and 12% limited partner interest in Lightfoot; and

Direct natural gas development and production assets in the Arkoma Basin.

ATLS's principal executive offices are located at Park Place Corporate Center One, 1000 Commerce Drive, 4th Floor, Pittsburgh, Pennsylvania 15275-1011, and its telephone number is (877) 950-7473.

### **Atlas Pipeline Partners, L.P.**

Atlas Pipeline Partners, L.P, or APL, is a publicly traded Delaware limited partnership formed in 1999 whose common units are listed on the NYSE under the symbol APL. APL is a leading provider of natural gas gathering, processing and treating services primarily in the Anadarko, Arkoma and Permian Basins located in the southwestern and mid-continent regions of the United States and in the Eagle Ford Shale play in south Texas; a provider of natural gas gathering services in the Appalachian Basin in the northeastern region of the United States and a provider of NGL transportation services in the southwestern region of the United States.

APL's general partner, Atlas Pipeline Partners GP, LLC, manages its operations and activities through its ownership of APL's general partner interest. Atlas Pipeline GP is a wholly owned subsidiary of ATLS, which owned 5.5% of the limited partner interests in APL at October 31, 2014, as well as a 2.0% general partner interest.

APL's principal executive offices are located at Park Place Corporate Center One, 1000 Commerce Drive, 4th Floor, Pittsburgh, Pennsylvania 15275-1011, and its telephone number is (877) 950-7473.

### **Relationships Between the Parties**

Prior to May 2014, APL indirectly held an aggregate 20% interest in WTLPG, which owns a common-carrier pipeline system that transports NGLs from New Mexico and Texas to Mont Belvieu, Texas for fractionation. During 2011, 2012 and 2013, certain subsidiaries of TRP paid WTLPG approximately \$25.4 million, \$20.8 million and \$22.9 million, respectively, for the WTLPG tariffs, net payments for system losses/gains and reimbursements for connections and other construction costs. For the nine months ended September 30, 2013 and 2014, certain subsidiaries of TRP paid WTLPG approximately \$17.4 and \$20.0 million, respectively, for the WTLPG tariffs, net payments for system losses/gains and reimbursements for connections and other construction costs.

During 2013, certain subsidiaries of TRP paid Atlas Barnett LLC and Atlas Pipeline Mid-Continent LLC, subsidiaries of APL, approximately \$4.4 million pursuant to certain gas purchase agreements. For the nine months ended September 30, 2013 and 2014, certain subsidiaries of TRP paid Atlas Barnett LLC and Atlas Pipeline Mid-Continent LLC approximately \$2.1 million and \$8.4 million, respectively, pursuant to certain gas purchase agreements.

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**THE TRC SPECIAL MEETING**

*Time, Place and Date.* The special meeting of TRC stockholders will be held at Wells Fargo Plaza, 1000 Louisiana Street, Houston, Texas 77002 on February 20, 2015, at 8:00 a.m., local time.

*Purposes.* The purposes of the special meeting are:

To consider and vote upon a proposal to approve the issuance of shares of common stock of TRC in connection with the ATLS Merger contemplated by the ATLS Merger Agreement, which we refer to as the TRC stock issuance proposal ; and

to consider and vote on a proposal to approve the adjournment of the special meeting, if necessary to solicit additional proxies if there are not sufficient votes to approve the foregoing proposal at the time of the special meeting, which we refer to as the adjournment proposal.

At this time, TRC knows of no other matter that will be presented for consideration at the meeting.

*Quorum.* The holders of a majority of the outstanding TRC shares, represented in person or by proxy (by submitting a properly executed proxy card or properly submitting your proxy by telephone or Internet), on the record date will constitute a quorum and will permit TRC to conduct the proposed business at the TRC special meeting. Proxies received but marked as abstentions will be counted as shares that are present and entitled to vote for purposes of determining the presence of a quorum. Broker non-votes (if any) will be considered present at the meeting for purposes of determining the presence of a quorum but cannot be included in the vote. The Chairman of the meeting or a majority of the TRC shares represented in person or by proxy at the meeting may adjourn the meeting from time to time, whether or not there is a quorum.

*Record Date.* The TRC stockholder record date for the special meeting is the close of business on January 22, 2015.

*TRC Shares Entitled to Vote.* TRC stockholders may vote at the special meeting if they owned TRC shares at the close of business on the record date. TRC stockholders may cast one vote for each TRC share owned on the record date.

*Votes Required.* Approval of the TRC stock issuance proposal requires the affirmative vote of a majority of the TRC shares present in person or represented by proxy at the TRC special meeting and entitled to vote thereon. Approval of the adjournment proposal requires the affirmative vote of a majority of the TRC shares present in person or represented by proxy at the TRC special meeting and entitled to vote thereon. Abstentions will have the same effect as votes against the TRC stock issuance proposal and the adjournment proposal. Failures to vote and broker non-votes (if any) will have no effect on the TRC stock issuance proposal and the adjournment proposal.

We estimate that all of the directors and executive officers of TRC will beneficially own, in the aggregate, approximately 10% of the outstanding TRC shares as of the record date. Pursuant to voting and support agreements with ATLS, the executive officers of TRC have agreed to vote any TRC shares beneficially owned by them in favor of the TRC stock issuance proposal and the adjournment proposal. We estimate that the TRC stockholders party to the voting and support agreements will beneficially own, in the aggregate, approximately 10% of the outstanding TRC shares as of the record date. In addition, we believe that the directors of TRC will vote in favor of the TRC stock issuance proposal and the adjournment proposal.

*TRC Shares Outstanding.* As of the record date, we estimate there will be approximately 42,143,400 TRC shares outstanding, held by approximately 185 holders of record.

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**Voting Procedures**

*Voting by TRC Stockholders.* TRC stockholders who hold shares in their own name may submit your proxy using any of the following methods:

call the toll-free telephone number listed on your proxy card and follow the recorded instructions;

go to the Internet website listed on your proxy card and follow the instructions provided;

complete, sign and mail your proxy card in the postage-paid envelope; or

attend the meeting and vote in person.

If you have timely and properly submitted your proxy, clearly indicated your vote and have not revoked your proxy, your TRC shares will be voted as indicated. If you have timely and properly submitted your proxy but have not clearly indicated your vote, your TRC shares will be voted FOR adoption of the TRC stock issuance proposal and the adjournment proposal.

*Revocation.* If you hold your TRC shares in your own name, you may revoke your proxy at any time prior to its exercise by:

giving written notice of revocation to the Secretary of TRC at or before the special meeting;

appearing and voting in person at the special meeting; or

properly completing and executing a later dated proxy and delivering it to the Secretary of TRC at or before the special meeting.

Your presence without voting at the meeting will not automatically revoke your proxy, and any revocation during the meeting will not affect votes previously taken.

*Validity.* The inspectors of election will determine all questions as to the validity, form, eligibility (including time of receipt) and acceptance of proxies. Their determination will be final and binding. The TRC Board has the right to waive any irregularities or conditions as to the manner of voting. TRC may accept your proxy by any form of communication permitted by Delaware law so long as TRC is reasonably assured that the communication is authorized by you.

*Solicitation of Proxies.* The accompanying proxy is being solicited by TRC on behalf of the TRC Board. The expenses of preparing, printing and mailing the proxy and materials used in the solicitation will be borne by TRC.

D.F. King & Co., Inc. has been retained by TRC to aid in the solicitation of proxies for the TRC special meeting for an initial fee of \$10,000 and the reimbursement of out-of-pocket expenses. In addition to the mailing of this joint proxy statement/prospectus, proxies may also be solicited from TRC stockholders by personal interview, telephone, fax or other electronic means by directors and officers of TRC and employees of TRC and its affiliates who provide services to TRC, who will not receive additional compensation for performing that service. Arrangements also will be made with brokerage houses and other custodians, nominees and fiduciaries for the forwarding of proxy materials to the beneficial owners of TRC shares held by those persons, and TRC will reimburse them for any reasonable expenses that they incur.

*TRC Shares Held in Street Name.* If you hold TRC shares in the name of a bank, broker or other nominee, you should follow the instructions provided by your bank, broker or nominee when voting your TRC shares or when granting or revoking a proxy.

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As a general rule, absent specific instructions from you, your bank, broker or other nominee is not allowed to vote your TRC shares on any proposal on which your bank, broker or other nominee does not have discretionary authority. The only proposals for consideration at the TRC special meeting are the adoption of TRC stock issuance proposal and the adjournment proposal, which are non-discretionary matter for which banks, brokers and other nominees do not have discretionary authority to vote. To instruct your bank, broker or other nominee how to vote, you should follow the directions that your bank, broker or other nominee provides to you.

Please note that you may not vote your TRC shares held in street name by returning a proxy card directly to TRC or by voting in person at the special meeting of TRC stockholders unless you provide a legal proxy, which you must obtain from your bank, broker or other nominee. If you do not instruct your bank, broker or other nominee on how to vote your TRC shares, your bank, broker or other nominee may not vote your TRC shares, which will result in the absence of a vote for or against the TRC stock issuance proposal and the adjournment proposal. You should therefore provide your, broker or other nominee with instructions as to how to vote your TRC shares.

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**THE ATLS SPECIAL MEETING**

*Time, Place and Date.* The special meeting of ATLS unitholders will be held at the Sofitel Philadelphia, 120 South 17th Street, Philadelphia, Pennsylvania 19103 on February 20, 2015, at 9:00 A.M., local time. The meeting may be adjourned or postponed by ATLS GP to another date or place.

*Purposes.* The purpose of the special meeting is to consider and vote upon the following proposals:

the approval and adoption of the ATLS Merger Agreement and the ATLS Merger, which we refer to as the ATLS Merger proposal ; and

to approve, on an advisory (non-binding) basis, the compensation payments that will or may be paid by ATLS to its named executive officers in connection with the merger, described more fully below under the heading Advisory Vote on Golden Parachute Compensation, and which we refer to as the ATLS compensation proposal.

In considering the recommendation of the ATLS GP Board, ATLS unitholders should be aware that some of ATLS s directors and executive officers may have interests in the Transactions that are different from, or in addition to, the interests they may have as unitholders. See The Transactions Interests of Certain Persons in the Transactions.

At this time, ATLS knows of no other matter that will be presented for consideration at the meeting.

*Advisory Vote on Golden Parachute Compensation.* In accordance with Section 14A of the Exchange Act, ATLS is providing its unitholders with the opportunity to cast a non-binding advisory vote at the special meeting on the compensation that may be paid or become payable to its named executive officers in connection with the ATLS Merger and the agreements and understandings pursuant to which such compensation may be paid or become payable. As required by those rules, ATLS is asking its unitholders to vote on the adoption of the following resolution:

RESOLVED, that the compensation that may be paid or become payable to ATLS s named executive officers in connection with the ATLS Merger, as disclosed in the table in the section of the joint proxy statement/prospectus entitled *The Transactions Interests of Certain Persons in the Transactions Quantification of Payments and Benefits to ATLS s Named Executive Officers* including the associated narrative discussion, are hereby APPROVED.

Because the vote on the ATLS compensation proposal is advisory in nature only, it will not be binding on ATLS or TRC. Accordingly, if the ATLS Merger Agreement is adopted and the ATLS Merger is completed, the compensation payments that are contractually required to be paid by ATLS to its named executive officers will be paid, subject to the conditions applicable thereto, regardless of the outcome of the advisory (non-binding) vote of the ATLS unitholders.

*Quorum.* The holders of a majority of the outstanding ATLS common units represented in person or by proxy (by submitting a properly executed proxy card or properly submitting your proxy by telephone or Internet) will constitute a quorum and will permit ATLS to conduct the proposed business at the ATLS special meeting. Proxies received but marked as abstentions will be counted as units that are present and entitled to vote for purposes of determining the presence of a quorum. Broker non-votes (if any) will be considered present at the meeting for purposes of determining the presence of a quorum but cannot be included in the vote.

*Record Date.* The ATLS unitholder record date for the special meeting is the close of business on January 22, 2015.

*ATLS Common Units Entitled to Vote.* ATLS unitholders may vote at the special meeting if they owned ATLS common units at the close of business on the record date. ATLS unitholders may cast one vote for each ATLS common unit owned on the record date.



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*Votes Required.* Approval of the ATLS Merger proposal requires the affirmative vote of a majority of the outstanding ATLS common units entitled to vote thereon. Approval, on an advisory, non-binding basis, of the ATLS compensation proposal requires the affirmative vote of the holders of a majority of the outstanding units entitled to vote and represented in person or by proxy at the ATLS special meeting. Abstentions will have the same effect as votes against the ATLS Merger proposal and the ATLS compensation proposal. Failures to vote and broker non-votes (if any) will have the same effect as a vote against the ATLS Merger proposal and will have no effect on the ATLS compensation proposal. **The vote on the ATLS compensation proposal is a vote separate and apart from the ATLS Merger proposal. Accordingly, you may vote to approve the ATLS Merger proposal and vote not to approve the ATLS compensation proposal and vice versa. Because the vote on the ATLS compensation proposal is advisory in nature only, it will not be binding on ATLS or TRC.**

We estimate that all of the directors and executive officers of ATLS will beneficially own, in the aggregate, approximately 6% of the outstanding ATLS common units as of the record date. Pursuant to voting and support agreements with TRC, certain directors and executive officers of ATLS have agreed to vote any ATLS common units beneficially owned by them in favor of the ATLS Merger proposal. We estimate that the ATLS unitholders party to the voting and support agreements will beneficially own, in the aggregate, approximately 6% of the outstanding ATLS common units as of the record date. In addition, we believe that the directors and executive officers of ATLS who are not party to voting and support agreements will vote in favor of adopting the APL Merger proposal. We also believe that the directors and executive officers of ATLS will vote in favor of adopting the ATLS compensation proposal.

*ATLS Common Units Outstanding.* As of the record date, we estimate there will be approximately 51,985,700 ATLS common units outstanding held by approximately 170 holders of record.

## **Voting Procedures**

*Voting by ATLS Unitholders.* ATLS unitholders who hold units in their own name may submit your proxy using any of the following methods:

call the toll-free telephone number listed on your proxy card and follow the recorded instructions;

go to the Internet website listed on your proxy card and follow the instructions provided;

complete, sign and mail your proxy card in the postage-paid envelope; or

attend the meeting and vote in person.

If you have timely and properly submitted your proxy, clearly indicated your vote and have not revoked your proxy, your ATLS common units will be voted as indicated. If you have timely and properly submitted your proxy but have not clearly indicated your vote, your ATLS common units will be voted FOR the ATLS Merger proposal and FOR the ATLS compensation proposal.

If any other matters are properly presented for consideration at the meeting or any adjournment or postponement thereof, the persons named in your proxy will have the discretion to vote on these matters. The ATLS partnership agreement provides that ATLS GP may adjourn the meeting and that, in the absence of a quorum, any meeting of

ATLS limited partners may be adjourned from time to time by the affirmative vote of a majority of the outstanding ATLS common units entitled to vote at such meeting represented either in person or by proxy.

*Revocation.* If you hold your ATLS common units in your own name, you may revoke your proxy at any time prior to its exercise by:

giving written notice of revocation to the Secretary of ATLS GP at or before the special meeting;

appearing and voting in person at the special meeting; or

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properly completing and executing a later dated proxy and delivering it to the Secretary of ATLS GP at or before the special meeting.

Your presence without voting at the meeting will not automatically revoke your proxy, and any revocation during the meeting will not affect votes previously taken.

*Validity.* The inspectors of election will determine all questions as to the validity, form, eligibility (including time of receipt) and acceptance of proxies. Their determination will be final and binding. The ATLS GP Board has the right to waive any irregularities or conditions as to the manner of voting. ATLS may accept your proxy by any form of communication permitted by Delaware law so long as ATLS is reasonably assured that the communication is authorized by you.

*Solicitation of Proxies.* The accompanying proxy is being solicited by ATLS GP on behalf of the ATLS GP Board. The expenses of preparing, printing and mailing the proxy and materials used in the solicitation will be borne by ATLS.

Georgeson Inc. has been retained by ATLS to aid in the solicitation of proxies for an initial fee of \$12,500 and the reimbursement of out-of-pocket expenses. In addition to the mailing of this joint proxy statement/prospectus, proxies may also be solicited from ATLS unitholders by personal interview, telephone, fax or other electronic means by directors and officers of ATLS GP and employees of ATLS and its affiliates who provide services to ATLS, who will not receive additional compensation for performing that service. Arrangements also will be made with brokerage houses and other custodians, nominees and fiduciaries for the forwarding of proxy materials to the beneficial owners of ATLS common units held by those persons, and ATLS will reimburse them for any reasonable expenses that they incur.

*ATLS Common Units Held in Street Name.* If you hold ATLS common units in the name of a bank, broker or other nominee, you should follow the instructions provided by your bank, broker or nominee when voting your ATLS common units or when granting or revoking a proxy.

As a general rule, absent specific instructions from you, your bank, broker or other nominee is not allowed to vote your common units on any proposal on which your bank, broker or other nominee does not have discretionary authority. The only proposals for consideration at the ATLS special meeting are the ATLS Merger proposal and the ATLS compensation proposal, which are non-discretionary matters for which banks, brokers and other nominees do not have discretionary authority to vote. To instruct your bank, broker or other nominee how to vote, you should follow the directions that your bank, broker or other nominee provides to you.

Please note that you may not vote your ATLS common units held in street name by returning a proxy card directly to ATLS or by voting in person at the special meeting of ATLS unitholders unless you provide a legal proxy, which you must obtain from your bank, broker or other nominee. If you do not instruct your bank, broker or other nominee on how to vote your ATLS common units, your bank, broker or other nominee may not vote your ATLS common units, which will have the same effect as a vote against the ATLS Merger proposal and result in the absence of a vote for or against the ATLS compensation proposal. A broker non-vote will have no effect on the ATLS compensation proposal. You should therefore provide your, broker or other nominee with instructions as to how to vote your ATLS common units.

*Adjournment.* Pursuant to the ATLS partnership agreement, ATLS GP, as the general partner of ATLS, may authorize its designated chairman of any special meeting to adjourn the meeting. Consequently, ATLS GP may adjourn the special meeting (including a further adjournment of an adjourned meeting) to a date within 45 days of the special meeting without further notice other than by an announcement made at the special meeting (or such adjourned

meeting) and without setting a new record date. If proxies representing the required unitholder approvals have not been received at the time of the special meeting (or such adjourned meeting), ATLS GP may choose to adjourn the meeting to solicit additional proxies in favor of the ATLS Merger proposal. ATLS GP may also choose to adjourn the meeting for any other reason if deemed necessary or advisable.

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**THE TRANSACTIONS**

**Overview**

On October 13, 2014, TRC and ATLS entered into an Agreement and Plan of Merger by and among TRC, GP Merger Sub, ATLS and ATLS GP, which we refer to as the ATLS Merger Agreement. The ATLS Merger Agreement provides that, upon the terms and subject to the conditions set forth therein, GP Merger Sub will merge with and into ATLS, with ATLS surviving the merger as a subsidiary of TRGP, which we refer to as the ATLS Merger.

Concurrently with the execution of the ATLS Merger Agreement, on October 13, 2014, TRP and APL entered into an Agreement and Plan of Merger by and among TRC, TRP, TRP GP, MLP Merger Sub, ATLS, APL and APL GP, which we refer to as the APL Merger Agreement. The APL Merger Agreement provides that, upon the terms and subject to the conditions set forth therein, immediately following the ATLS Merger, MLP Merger Sub will merge with and into APL, with APL surviving the merger as a subsidiary of NGLS, which we refer to as the APL Merger.

Subject to the terms and conditions set forth in the ATLS Merger Agreement, ATLS has agreed that it will, pursuant to the Separation Agreement, (1) transfer its assets and liabilities other than those related to its Atlas Pipeline Partners segment to Atlas Energy Group, LLC, which we refer to as New Atlas, and (2) immediately prior to the ATLS Merger, effect a pro rata distribution to the ATLS unitholders of New Atlas common units representing a 100% interest in New Atlas, which we refer to as the Spin-Off.

Each of the Transactions is cross-conditioned (subject to permitted waiver) on either the consummation of each of the other Transactions or the parties' agreement that such other Transactions will occur substantially concurrently with the other Transactions.

**Background of the Atlas Mergers**

The ATLS GP Board and APL GP Board have each periodically discussed and reviewed the businesses, strategic direction, performance and prospects of ATLS and APL in the context of developments in the energy industry and in the competitive landscape. In this context, the ATLS GP Board and the APL GP Board have each discussed various potential strategic alternatives, including potential strategic combinations, joint ventures, restructurings or divestitures that could complement, enhance or improve both the competitive strengths and strategic position of ATLS and APL, respectively, and the boards have considered these alternatives in connection with their evaluation of the strategic goals and initiatives of each of ATLS and APL. Also, senior management of ATLS and APL have, from time to time, had informal discussions with representatives of other potential transaction partners regarding trends and issues in the industry, including the significant increase in consolidation activity among midstream companies in 2014, and have engaged in exploratory discussions of the potential benefits and issues arising from possible strategic transactions.

In late 2013, representatives of a midstream MLP ( Company A ) contacted Jonathan Cohen (Executive Chairman of the ATLS GP Board and Executive Vice Chairman of the APL GP Board) to set up a meeting to discuss potential strategic opportunities involving ATLS and APL. Edward Cohen (Chief Executive Officer and President of ATLS GP and Executive Chairman of the APL GP Board) and Jonathan Cohen had an introductory meeting with representatives of Company A to discuss consolidation generally in the midstream industry. The parties agreed to hold a follow-up meeting to discuss exploring a potential transaction.

In early 2014, Jonathan Cohen and Daniel Herz (Senior Vice President of Corporate Development and Strategy of ATLS GP and APL GP) met with representatives of Company A, and Company A indicated an interest in exploring a potential business combination involving ATLS and APL. A few weeks later, Jonathan Cohen and Daniel Herz met

with the controlling holders of Company A and continued the exploratory discussions regarding a potential transaction, including discussing possible transaction structures, such as an

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acquisition of ATLS following a spin-off of its non-midstream assets. Following this meeting, the parties did not have any further discussions or meetings to continue their exploratory discussions, and, subsequently, Company A's controlling holders, which included a publicly traded general partner of an affiliated midstream MLP ( Company B ), entered into a transaction agreement with Company B providing for Company A to become fully controlled by Company B.

In early April 2014, Jonathan Cohen contacted a representative of a midstream MLP ( Company C ) and scheduled a meeting to discuss joint venture opportunities in a specified geographic area. On April 22, 2014, representatives of ATLS and APL, including Edward Cohen, Jonathan Cohen and Daniel Herz met with representatives of Company C for the purpose of discussing the potential joint venture transactions. Following discussion of the merits of the potential joint venture, the representatives of Company C raised the recent consolidation in the industry and their views of potential strategic opportunities available in the midstream industry to a party with size, scale and geographic and business-line diversity. They then inquired whether ATLS would be interested in exploring a potential business combination transaction between Company C and APL, and between the general partner of Company C and the general partner of APL. The Atlas representatives indicated that any such decision would be up to the respective ATLS GP Board and APL GP Board, but that management would support a business combination only if the offer was at a valuation that implied a significant premium to the acquired businesses.

On May 27, 2014, at the invitation of Company C, Edward Cohen, Jonathan Cohen and Daniel Herz again met with representatives of Company C to continue their exploratory discussions regarding a potential business combination. Representatives of Company C presented a preliminary high-level overview of a potential structure for such a transaction, in which (1) ATLS would spin-off an entity that would hold all of ATLS's non-midstream assets as well as its limited partnership interests in APL; (2) immediately after such spin-off, an affiliate of Company C would acquire ATLS for \$1.4 billion in total consideration consisting of 50% cash and 50% equity of an affiliate of Company C and (3) Company C would acquire APL at a to be determined premium to its current market price with equity of Company C plus an amount in cash intended to make up for any reduction in APL's distributions as a result of the transaction for a specified period of time. The parties engaged in discussions regarding the potential benefits and risks involved in such a structure, and the Atlas representatives again reiterated that Atlas management would support a business combination transaction only if the offer was at a valuation that implied a significant premium to the acquired businesses. The ATLS representatives asked Company C to confirm that its ultimate parent company was supportive of the discussions, and Company C indicated that it would present the potential transaction to its ultimate parent company once Company C had completed a preliminary due diligence review of ATLS and APL. In connection with that due diligence review, Company C requested certain non-public information from ATLS and APL.

Following this discussion, on July 11, 2014, Company C, an affiliate of Company C, ATLS and APL entered into a mutual confidentiality agreement in respect of a potential transaction. The confidentiality agreement included a standstill provision, but provided that the standstill provision would terminate upon the execution of a definitive agreement providing for a sale transaction involving ATLS. The parties then began conducting mutual preliminary due diligence for purposes of determining whether or not there would be a basis for proceeding with preliminary discussions regarding a potential transaction.

In early July 2014, a representative of a publicly traded midstream MLP general partner ( Company D ) contacted Jonathan Cohen and requested a meeting between Jonathan Cohen and representatives of Company D to discuss potential strategic opportunities between ATLS and Company D. On July 8, 2014, Jonathan Cohen met with representatives of Company D and at the meeting, these representatives inquired whether ATLS would be interested in exploring a potential transaction in which Company D would acquire ATLS's general partner and limited partner interests in APL. Company D indicated in its discussions that it was contemplating an offer price of approximately \$1 billion in cash. Mr. Cohen informed Company D that any such decision would be up to the ATLS GP Board, but that

management would support a business combination only if the offer was at a valuation that implied a significant premium to the acquired business. Mr. Cohen further informed the representatives of



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Company D that, in his opinion, the indicative price offered by Company D was inadequate. The representatives of Company D expressed a willingness to increase its price depending on the results of a preliminary due diligence investigation and requested that the parties enter into a mutual confidentiality agreement. Mr. Cohen inquired as to whether, as part of its proposal to acquire ATLS, Company D's midstream business was interested in an acquisition of APL at a premium price, with such acquisition to occur substantially simultaneously with the acquisition of ATLS. The representatives of Company D said that Company D was focused only on an acquisition of the general partner of APL at such time. As part of the discussions with Company D, Mr. Cohen indicated that it would be preferable if the transaction were structured to provide ATLS unitholders with the opportunity to vote on the transaction, which would be required if Company D were to acquire all of the equity of ATLS as opposed to just ATLS's interest in APL. Company D expressed a preference for a structure that did not require a vote of the ATLS unitholders, but agreed to consider the concerns raised by Mr. Cohen.

On July 16, 2014, Company D, affiliates of Company D, ATLS and APL entered into a mutual confidentiality agreement. The confidentiality agreement included a standstill provision, but provided that the standstill provision would terminate upon the execution of a definitive agreement providing for a sale transaction involving ATLS.

On July 22, 2014, Daniel Herz met with representatives of Company D to answer due diligence questions.

At the executive session of a regularly scheduled meeting of the APL GP Board held on July 23, 2014, Edward Cohen discussed with the APL GP Board the current trend of consolidation in the midstream industry generally and explained that APL, as one of the last mid-sized gathering and processing master limited partnerships, may receive offers for a strategic transaction from potential acquirers.

At a regularly scheduled meeting of the ATLS GP Board held on July 24, 2014, Edward Cohen and Jonathan Cohen provided the ATLS GP Board with an update on the ATLS business and also discussed the current trends that they were observing in the energy industry generally, including strategic consolidation occurring in the midstream industry. Edward Cohen and Jonathan Cohen also informed the ATLS GP Board of the indications of interest that they had received from Company C and Company D, as well as the earlier discussions with Company A, the due diligence information provided to Company C and Company D and ATLS's preliminary findings based on its due diligence investigation of Company C. They also discussed with the Board their expectation that, given the current trends in the industry and attractiveness of ATLS's general partner interest and incentive distribution rights in APL, it was likely ATLS would be approached by other companies regarding a potential strategic combination. They noted that the interest from potential acquirors was likely to be focused on ATLS's general partner interest and IDRs in APL and not on ATLS's interests in its non-midstream assets and that, in the context of an acquisition, there may be an opportunity to retain the non-midstream assets through a spin-off or other structure. Following these discussions, the ATLS GP Board directed senior management to continue the preliminary discussions with each of Company C and Company D and to continue to engage with others in the industry to explore the potential for strategic opportunities.

A few days after the ATLS GP Board meeting, representatives of Company C contacted Jonathan Cohen to inform him that, following discussion with the ultimate parent company of Company C, Company C was no longer authorized to continue exploratory discussions regarding a potential transaction because its parent company's focus at such time was to grow its exploration and production business and not its midstream business.

On July 24, 2014, representatives of Citi met with representatives of an independent exploration and production company ( Company E ) in the normal course of business to discuss potential strategic opportunities for Company E's midstream assets. During the discussion, Company E indicated that it may be interested in pursuing a potential strategic transaction with ATLS and APL. The representatives of Company E asked Citi to convey this interest to ATLS. Shortly thereafter, representatives of Citi contacted Jonathan Cohen and Daniel Herz regarding Company E's

inquiry and indicated that Company E was interested in discussing a potential strategic transaction with ATLS and APL.

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On July 29, 2014, Jonathan Cohen had a call with a representative of Company D to discuss Company D's valuation analysis of ATLS. During this discussion, the representative of Company D indicated that Company D was currently willing to offer a price of \$1.3 billion in cash for ATLS's general partner and limited partner interests in APL. Mr. Cohen informed the representative of Company D that, in his opinion, the indicative price offered by Company D remained inadequate.

In late July, following the discussion with Citi regarding Company E's interest in discussing a potential strategic transaction with ATLS and APL, Jonathan Cohen reached out to representatives of Company E and began exploratory discussions regarding the potential for a strategic transaction. During these discussions, ATLS and Company E discussed the possibility of a transaction in which (1) ATLS would spin-off its interests in its non-midstream assets, (2) immediately after such spin-off, Company E would contribute its midstream assets to ATLS in exchange for a number of ATLS common units that provided it with control of ATLS and (3) APL would acquire the newly contributed midstream assets from ATLS over time from 2015 to 2018, with approximately 25% of such assets being acquired in each of those years. Mr. Cohen informed the representatives of Company E that any such decision would be up to the ATLS GP Board and APL GP Board, but that management would support a combination only if the offer was at a valuation that implied a significant premium to the acquired businesses.

On August 8, 2014, Company E, ATLS and APL entered into a mutual confidentiality agreement to permit the companies to begin conducting due diligence in connection with their preliminary discussions regarding a potential transaction. The confidentiality agreement included a standstill provision, but provided that the standstill provision would terminate upon the execution of a definitive agreement providing for a sale transaction involving ATLS or APL. Around this time, ATLS and APL also engaged Citi as a financial advisor to assist ATLS and APL in their respective evaluation of the proposals received and potential strategic alternatives.

On August 13, 2014, Edward Cohen, Jonathan Cohen, Daniel Herz, and representatives from Wachtell, Lipton, Rosen & Katz (Wachtell Lipton), which was serving as outside legal counsel to ATLS and APL, and representatives from Citi, in its capacity as financial advisor to ATLS and APL, met with representatives of Company E and its legal advisor to discuss a potential strategic transaction. The parties discussed the possible benefits and risks involved in the potential transaction structure proposed by Company E as well as other potential structural alternatives, including a transaction in which Company E equityholders would acquire control of ATLS. The parties also began exchanging preliminary due diligence materials and agreed to analyze these materials prior to engaging in discussions regarding valuation.

During the month of August, representatives of Company D and ATLS engaged in due diligence discussions and scheduled a meeting for early September to further discuss the terms of a potential transaction.

The TRC Board and TRP GP Board have each, from time to time, reviewed and evaluated potential strategic alternatives with TRC and TRP management, including possible acquisitions and business combination transactions. In this context, the TRC Board and the TRP GP Board have each discussed various potential strategic alternatives that could complement, enhance or improve both the competitive strengths and strategic position of TRC and TRP, respectively, and the boards have considered these alternatives in connection with their evaluation of the strategic goals and initiatives of each of TRC and TRP. Also, senior management of TRC and TRP have, from time to time, had informal discussions with representatives of other potential transaction partners in the industry and have engaged in exploratory discussions and analyses of the potential benefits and issues arising from possible strategic transactions. In this context, during August 2014, Targa management prepared an update of its prior analyses of a potential transaction with ATLS and APL. Targa management discussed this analysis with representatives of Evercore Group L.L.C. (Evercore) and Evercore presented an updated Evercore analysis of a potential transaction with ATLS and APL to Targa management. The Targa management and Evercore analyses assessed the strategic fit of the assets and

businesses; valuation perspectives; the potential accretion/dilution benefits to both TRP and TRC; the ability to create a transaction that was positive for APL, ATLS, TRP and TRC; the relative attractiveness of such a transaction relative to other strategic alternatives; and certain other factors.

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On August 29, 2014, Jonathan Cohen received a call from Joe Bob Perkins, Chief Executive Officer of TRC and TRP. Messrs. Cohen and Perkins discussed potential strategic opportunities and tentatively scheduled a meeting in New York City to discuss such opportunities.

On September 4, 2014, representatives of a midstream MLP general partner ( Company F ) contacted Jonathan Cohen and communicated an interest in setting up a meeting to discuss the industry as well as potential strategic opportunities between Company F and ATLS.

On September 4, 2014, representatives of Company E met with Jonathan Cohen and Daniel Herz. At the meeting, Jonathan Cohen and Daniel Herz provided a management presentation regarding the ATLS and APL businesses. At the conclusion of the meeting, the representatives of Company E indicated that, during the month of September, they planned to conduct a strategic review of the various opportunities available to Company E and expected to reach out to the ATLS and APL representatives in early October.

On September 9, 2014, Edward Cohen and Jonathan Cohen met with representatives of Company D to further discuss the terms of a potential transaction. The representatives of Company D indicated that, based on its previous discussions with the ATLS representatives and the results of its diligence they were proposing a revised transaction structure, which contemplated (1) ATLS spinning off its non-midstream assets (other than its interest in Lightfoot) to the ATLS unitholders and (2) immediately following such spin-off, Company D would acquire ATLS (which would include its interests in APL and Lightfoot) for \$1.75 billion in cash. Company D clarified, however, that, it would be responsible for transaction expenses and change-of-control payments up to \$75 million, and, to the extent such expenses and payments exceeded that amount, such expenses and payments would be borne by the ATLS unitholders in the form of reduced merger consideration. The ATLS representatives expressed their appreciation for the increased purchase price that Company D was offering following its preliminary due diligence, but urged Company D to increase its price further. ATLS representatives also inquired whether Company D or one of its affiliates was considering a concurrent acquisition of APL at a premium, but Company D indicated that it was not considering an acquisition of APL at such time.

On September 11, 2014, Jonathan Cohen received an email setting forth a non-binding indication of interest from a representative of Company D memorializing the proposal described by Company D at the September 9 meeting. In its indication of interest, Company D stated that an affiliate of Company D was giving consideration as to whether such affiliate would make a transaction proposal for APL.

Also on September 11, 2014, at the direction of Jonathan Cohen, representatives of Citi met with representatives of Targa in Houston, Texas to discuss a potential transaction involving Targa and Atlas.

On September 12, 2014, Edward Cohen, Jonathan Cohen and Daniel Herz met with representatives of Company F. At the meeting, the representatives of Company F expressed Company F's interest in exploring a potential acquisition of ATLS following a spin-off of ATLS's non-midstream assets, as well as a potential acquisition of APL. The ATLS representatives informed Company F that any such decision would be up to the ATLS GP Board, but that management would support a combination only if the offer was at a valuation that implied a significant premium to the acquired business. The representatives of Company F requested that the parties enter into a confidentiality agreement and exchange certain non-public information. They also indicated that Company F may be open to increasing its valuation following the results of its preliminary diligence.

At a special meeting of the ATLS GP Board held on September 15, 2014, members of senior management of ATLS, including Edward Cohen, Jonathan Cohen and Daniel Herz, updated the ATLS GP Board regarding the indications of interest received since the previous board meeting and updated the Board on the current status of discussions with

each party, all of which they characterized as preliminary (other than with Company A and C, which discussions had been terminated). They also informed the Board that they had received a call from representatives of TRC and TRP who had requested a meeting. Senior management also reviewed with the ATLS GP Board perspectives regarding the consolidation trends in the industry and that ATLS' s interest in its APL

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segment was an attractive acquisition candidate because of its high quality midstream portfolio and the industry trend of consolidation with board and management teams looking for increased scale and scope to create growth. Senior management also discussed that there were likely a limited number of potential parties (other than the parties with whom they had engaged in discussions) that would be interested in pursuing an acquisition of ATLS and APL in the industry due to the sizeable market capitalization of the companies. The ATLS GP Board reviewed each of the proposals that had been received to date, including an analysis of the potential benefits and risks associated with each of the proposals as compared to one another as well as compared to the benefits and risks associated with ATLS remaining a stand-alone company. The ATLS GP Board again discussed that a common theme in the proposals was a desire to acquire ATLS's interest in its APL business and to exclude ATLS's non-midstream assets, which meant that, if the transaction were consummated, ATLS would need to spin-off those assets to the ATLS unitholders. The ATLS GP Board directed senior management to move forward with the exploratory discussions with the various parties and instructed senior management to continue to update the Board on its progress.

On September 15, 2014, at a regularly scheduled meeting of the TRP GP Board, with TRC Board members invited and in attendance, Targa management informed the TRP GP Board and the TRC Board of Mr. Perkins' discussions with Mr. Cohen and representatives of Citi and the scheduled meeting with representatives of Atlas in New York City occurring later in the week. Targa management described its view that the potential existed for a very strong strategic fit that could be attractive for all parties. The attractiveness and potential timeliness of the Atlas opportunity was discussed relative to other strategic alternatives. Later on the same day at the regularly scheduled TRC Board meeting, Targa management presented, and the members of the TRC Board discussed, strategic alternatives and other potential strategic candidates.

In mid-September 2014, representatives of a publicly traded midstream MLP general partner ( Company G ) contacted Citi in the normal course of business to discuss opportunities for Company G. During the discussion, the representatives of Company G indicated that Company G might eventually be interested in pursuing an acquisition of ATLS for approximately \$1 billion, but that Company G could not consider a transaction at such time because it was in the middle of consummating a recently announced transaction.

On September 16, 2014, Company F, an affiliate of Company F, ATLS and APL entered into a mutual confidentiality agreement. The confidentiality agreement included a standstill provision, but provided that the standstill provision would terminate upon the execution of a definitive agreement providing for a sale transaction involving ATLS or APL.

On September 19, 2014, Edward Cohen and Jonathan Cohen held a meeting with representatives of TRC and TRP. The Targa representatives discussed their businesses and the potential benefits of a strategic combination between ATLS and TRC and between APL and TRP. The Targa representatives also made a preliminary non-binding proposal, on behalf of Targa, based on publicly available information, for (1) TRC to acquire ATLS's interest in APL for \$2.042 billion, consisting of \$1.1425 billion in shares of TRC common stock and \$900 million in cash and (2) TRP to acquire APL limited partnership common units in exchange for units of TRP based on an exchange ratio reflecting a 12.5% premium to APL's then-current unit price plus a \$1.20 per unit one-time cash payment. They also proposed redeeming APL's Class E Preferred Units. The proposal stated that TRC would be willing to provide an IDR giveback equal to \$20 to \$40 million per year for a period of time to be determined. The Atlas and Targa representatives discussed the potential merits of the transactions, and Targa emphasized that it believed the transactions offered significant value to ATLS and APL equityholders. The Targa representatives also highlighted that the ATLS unitholders would benefit from holding units in the larger, more diversified combined company, and that the transaction should be accretive to the ATLS unitholders. They further highlighted that the APL unitholders would also benefit from holding units in the larger, more diversified combined enterprise. The Atlas representatives indicated that the decision to enter into any such transaction would be up to the ATLS GP Board and APL GP Board and also indicated that Targa would need to

increase its price to receive the support of senior management.



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On September 19, 2014, Jonathan Cohen received a written communication from representatives of a publicly traded midstream MLP general partner ( Company H ). In the communication, the representatives of Company H indicated that Company H had recently been involved in a process to potentially acquire another midstream company but, since that process had concluded without Company H acquiring the other midstream company, Company H was now potentially interested in pursuing a transaction with ATLS and APL. The representatives of Company H requested a meeting to discuss such opportunities.

On September 23, 2014, TRC, TRP, ATLS and APL entered into a confidentiality agreement (effective September 19, 2014) and began conducting their respective due diligence reviews. The confidentiality agreement included a standstill provision, but provided that the standstill provision would terminate upon the execution of a definitive agreement providing for a sale transaction involving ATLS or APL. On the same day, representatives of Atlas and Targa participated in a teleconference during which representatives of Atlas delivered a general management presentation to representatives of Targa. Representatives of Atlas also provided to representatives of Targa certain ATLS and APL financial projections.

At a special meeting of the ATLS GP Board held on September 23, 2014, senior management of ATLS provided the Board with an update on the proposal from TRC and TRP. The Board discussed the strategic benefits of the proposal including the benefits of increased size, scale and geographic diversity and the ability of ATLS and APL equityholders to participate in these benefits through the equity consideration. The Board compared this offer to the all-cash offer from Company D, which provided certainty of value but would not enable ATLS unitholders to receive any upside in the form of equity in the larger, more diversified combined company. The Board also discussed the fact that the Targa proposal included an acquisition of APL at a significant premium, whereas Company D had not proposed an acquisition of APL. Senior management also informed the Board that Company E had initially reported to them that it would be in touch in early October following its strategic review in September, but that representatives of Company E had called in the previous days saying that they had heard rumors that ATLS and APL were in discussions with other parties regarding a potential transaction. The ATLS GP Board discussed the importance of maintaining confidentiality and that any leaks could have an adverse impact on the business as well as any potential transaction. Senior management also informed the Board that there had been no new proposals from Company F since the previous board meeting. In light of the Targa proposal, the ATLS GP Board directed management to initiate discussions with the APL GP Board or the special committee formed by such Board regarding the potential transactions involving APL.

Later that day, Edward Cohen met telephonically with members of the APL GP Board and informed them of the potential transaction opportunities with TRP, as well as the previous interest and discussions with Companies A, C, D, E, F, G and H.

On September 23, 2014, ATLS received a written non-binding preliminary indication of interest from Company H, which proposed a multi-step transaction structure in which (1) ATLS would spin-off its ownership of its non-midstream assets along with all of its debt (which was approximately \$238 million) to its existing unitholders, (2) Company H would acquire ATLS through a merger for \$1.1 to \$1.15 billion in cash and approximately \$1.1 to \$1.15 billion in equity of Company H and (3) the APL business or Company H's midstream business would potentially be merged into Company H for the purposes of creating a drop-down structure. The proposal from Company H indicated that it was subject to due diligence and that Company H expected to enter into exclusivity prior to moving past the stage of exploratory discussions.

On September 24, 2014, ATLS and APL senior management, including Jonathan Cohen, Eugene Dubay (Senior Vice President of Midstream of ATLS and Chief Executive Officer and President of APL GP, LLC) and Daniel Herz, met with representatives of Company D and its affiliate in an effort to encourage Company D to provide a proposal to

acquire APL and for the purposes of providing a management presentation focused on ATLS's and APL's businesses.

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On the same day, representatives of Targa provided certain TRC and TRP financial projections to representatives of Atlas. Representatives of Targa and Atlas also participated on a conference call during which representatives of Targa delivered a management presentation concerning TRC and TRP.

Also on September 24, 2014, in connection with the evaluation by TRC and TRP of a potential transaction involving ATLS and APL, Mr. Perkins, had a discussion with Robert Evans, the chair of the conflicts committee (the TRP Conflicts Committee ) of the TRP GP Board, to discuss the potential transaction and related process issues. Representatives of Evercore and Richards, Layton & Finger, P.A. ( RLF ), legal advisor to the TRP Conflicts Committee, also participated.

On September 26, 2014, at a special meeting of the APL GP Board, Edward Cohen, Jonathan Cohen and Daniel Herz updated the APL GP Board on the potential transaction opportunities with TRP, as well as the previous interest and discussions with Companies A, C, D, E, F, G and H. The APL GP Board adopted resolutions establishing a special committee (the APL GP Conflicts Committee ) for purposes of considering potential transaction proposals involving both ATLS and APL. The APL GP Conflicts Committee was comprised of Tony Banks, Curtis Clifford and Martin Rudolph, with Tony Banks serving as the chairman of the committee, all of whom are independent directors of the APL GP Board. The members of the APL GP Conflicts Committee also comprise the conflicts committee under the APL limited partnership agreement for purposes of evaluating any such potential transaction. Thereafter, the APL GP Conflicts Committee retained Covington & Burling LLP ( Covington ) as its outside legal advisor to assist it in exploring and evaluating any potential transaction.

On the same day, representatives of Atlas, Targa, Wachtell Lipton and Vinson & Elkins LLP ( Vinson & Elkins ), outside legal counsel to TRC and TRP, held a conference call to discuss proposed mechanics for a potential spinoff of Atlas' s non-midstream assets in connection with the overall transaction being discussed among the parties.

On September 27, 2014, a joint meeting of the TRC Board and the TRP GP Board was held with management and representatives of Wells Fargo Securities and Evercore present at the request of the TRC Board and the TRP GP Board. At the meeting, management and Evercore gave presentations on management' s preliminary proposal to Atlas, including its recommendation of a four year reduction in TRC' s incentive distributions. The TRP GP Board established a special committee comprised of the four independent board members (Ruth I. Dreessen, Robert B. Evans, Barry R. Pearl, and William D. Sullivan), and the TRP GP Board delegated to the TRP Special Committee and to the TRP Conflicts Committee (consisting of Ruth I. Dreessen, Robert B. Evans and William D. Sullivan) (such committees, acting jointly, the TRP Committee ), with Mr. Evans serving as the chair of the TRP Committee, the power and authority to jointly (1) review and evaluate the terms and conditions of, and determine the advisability of, the potential transactions on behalf of TRP and the unitholders of TRP who are not affiliated with TRC or its affiliates, (2) negotiate, or delegate to any persons the ability to negotiate, the potential transactions and (3) make recommendations regarding the potential transactions to the TRP GP Board on behalf of TRP and the unitholders of TRP who are not affiliated with TRC or its affiliates.

On September 29, 2014, Jonathan Cohen and Daniel Herz met with representatives of Company H to discuss Company H' s September 23 non-binding proposal. The representatives of Company H discussed the merits of the transaction structure and the ATLS representatives raised questions regarding the value of the equity portion of the consideration as well as certain risks associated with the drop-down strategy presented in Company H' s proposal. The ATLS and APL representatives indicated that the decision to enter into any such transaction would be up to the respective ATLS GP Board and APL GP Board, and that the Atlas representatives would support a business combination transaction only if the offer was at a valuation that implied a significant premium to the acquired businesses. The ATLS representatives asked Company H to sign a confidentiality agreement to continue their discussions and to engage in due diligence.

On September 30, 2014, ATLS and APL senior management met with representatives of TRC, TRP, Wells Fargo Securities and Evercore for the purposes of providing management presentations focused on each company's respective businesses.

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On September 30, 2014, the TRP Committee engaged RLF as outside legal counsel to the TRP Committee, effective as of September 22, 2014.

About this time, ATLS determined to hire Deutsche Bank as an additional financial advisor in connection with the transaction. Citi continued to act in its capacity as financial advisor to ATLS and APL.

On October 2, 2014, Company H, ATLS and APL entered into a confidentiality agreement, and the companies began conducting their respective diligence reviews and agreed to revisit the transaction structure after the diligence was more progressed. The confidentiality agreement included a standstill provision, but provided that the standstill provision would terminate upon the execution of a definitive agreement providing for a sale transaction involving ATLS. ATLS and APL did not grant Company H exclusivity.

On October 2, 2014, Company D submitted a written non-binding indication of interest to ATLS. Company D proposed the same transaction structure that it previously had described at the September 9 meeting with respect to ATLS but, in response to ATLS's indication that it needed to raise its price for ATLS to move forward with further discussions, Company D raised its nominal price to \$1.825 billion in cash. As with its last proposal, Company D noted that it would be responsible for transaction expenses and change-of-control payments up to \$75 million, and, to the extent such expenses and payments exceeded that amount, such expenses and payments would be borne by the ATLS unitholders in the form of reduced merger consideration. In addition, as with its prior proposal, Company D's proposal assumed that Company D would acquire ATLS's interest in Lightfoot (instead of spinning it off to the ATLS unitholders along with the other non-midstream assets). In its indication of interest, Company D also stated that an affiliate of Company D was interested in merging with APL as a second step transaction following its acquisition of ATLS's interest in APL, but that this second step would not be part of the definitive documentation entered into at the time of the ATLS transaction and the ATLS transaction would not be conditioned in any way on the consummation of the APL transaction.

On October 2, 2014, Company F also submitted a written non-binding indication of interest based on the due diligence that it had conducted on ATLS and APL over the previous three weeks following the meeting between each company's representatives. The indication of interest proposed the following transaction structure, for a total transaction value of \$1.57 billion: (1) Company F would acquire ATLS's interest in the general partner of APL for \$1.35 billion in cash, and (2) Company F would acquire ATLS's limited partner interests in APL for \$220 million in cash. Simultaneously with the acquisition of ATLS, a midstream subsidiary of Company F would merge with APL and the limited partners in APL would receive equity in Company F's midstream subsidiary with a value of approximately \$3.65 billion. In its proposal, Company F also stated that it expected ATLS and its affiliates, the APL GP Board and management to sign voting agreements supporting the transaction. The proposal stated that it was subject to due diligence and that Company F would require exclusivity in order to move forward with further discussions.

On October 2, 2014, the TRP Committee held a meeting in Houston, Texas, at which representatives from Evercore and RLF were also in attendance (either in person or telephonically). At that meeting, the TRP Committee engaged Evercore as its financial advisor. RLF discussed with the TRP Committee various legal and process issues, including the duties of the TRP Committee under applicable law and the terms of the TRP organizational documents. The Evercore representatives discussed the due diligence Evercore had done in advance of the meeting in connection with the proposed transactions, and presented various financial analyses relating to the proposed transactions and expected effects of the proposed transactions on TRP and its unitholders. After discussion, the TRP Committee agreed generally with the terms of the anticipated proposal to be made by TRC and TRP, but determined to request that the proposed giveback by TRC of a portion of its IDR distributions under the TRP partnership agreement be increased from \$27.5 million to \$47.5 million in the first year and from \$15 million to \$25 million in the second year (and accepted management's recommended proposals for the third and fourth years).

On October 2, 2014, Mr. Evans called Mr. Perkins following the TRP Committee meeting. Mr. Evans expressed support by the TRP Committee of the potential Atlas transaction but requested that Targa increase the

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giveback of IDR distributions as requested by the TRP Committee. Mr. Evans described analyses core to the TRP Committee's request and suggested that Mr. Perkins also contact a representative of Evercore for details of those analyses. Mr. Evans and Mr. Perkins scheduled a TRP Committee meeting for the next morning, with Mr. Perkins to attend, following a previously scheduled meeting of the TRC Board. Mr. Perkins communicated the request to the TRC Board. Mr. Perkins and a representative of Evercore communicated as suggested by Mr. Evans.

On October 2, 2014, the APL GP Conflicts Committee met, with representatives from Covington present, and determined to retain Stifel, Nicolaus & Company, Incorporated (Stifel) as its financial advisor to assist it in exploring and evaluating any potential transaction.

On October 3, 2014, the APL GP Conflicts Committee held a meeting, with Jonathan Cohen, Daniel Herz and representatives from Stifel and Covington also present at the request of the APL GP Conflicts Committee. Mr. Cohen and Mr. Herz were invited to the meeting to provide the APL GP Conflicts Committee with an overview of the discussions with various interested parties that they had taken part in over the past few months as well as to provide a detailed review of the proposals received from TRC and TRP to date.

On October 3, 2014, the TRC Board held a meeting to discuss the potential Atlas transactions. At the request of the TRC Board, a representative of Wells Fargo Securities reviewed and discussed Wells Fargo Securities' preliminary financial analyses with respect to TRC, ATLS and the proposed ATLS Merger. Mr. Perkins presented the TRP Committee's request for additional giveback of IDR distributions, the committee's analyses, management's analysis of the request, and management's recommendation to the TRC Board. After discussion, the TRC Board authorized Targa management to present its giveback recommendation of \$37.5 million in the first year, \$25 million in the second year and no changes thereafter to the TRP Committee, and authorized management to prepare and deliver indications of interest to ATLS and APL.

Shortly after the meeting of the TRC Board, the TRP Committee held a telephonic meeting, at which representatives from Evercore and Targa management also participated. Mr. Perkins discussed the management team's reasons for supporting the proposed transactions. Mr. Perkins also responded to the TRP Committee's request following its October 2, 2014 meeting that the amount of IDR distributions being given back be increased. Mr. Perkins proposed increasing the amount of the IDR giveback to \$37.5 million in the first year (up from the initial proposal of \$27.5 million) and \$25 million in the second year (up from the initial proposal of \$15 million), leaving management's initial proposals for the third and fourth years the same. Mr. Perkins left the meeting after his presentation, and following a discussion, the TRP Committee unanimously agreed to the revised proposal regarding the buyback of the IDRs.

On October 3, 2014, TRC submitted a written non-binding indication of interest to ATLS, and TRP submitted a written non-binding indication of interest to APL. The TRC letter to ATLS proposed the following transaction structure: (1) ATLS spins-off all of its non-midstream assets, (2) TRC acquires ATLS through the merger of a newly formed subsidiary with and into ATLS and (3) ATLS equityholders receive merger consideration consisting of 10.35 million shares of TRC common stock and \$610 million in cash, representing a total indicative value at that time of approximately \$2.035 billion (based upon \$137.66 per share of TRC common stock, which was the volume weighted average price of the TRC shares over the 15 trading days ending October 3, 2014). The letter further indicated that TRC assumed that it would receive a step-up for tax purposes on the entirety of APL, that ATLS's existing debt (of approximately \$238 million) would be repaid prior to closing, that TRC would be responsible for change-of-control payments as a result of the transaction and that ATLS would have ordinary course working capital at closing. The proposal increased the mix of stock consideration to provide ATLS unitholders with further upside potential. The letter noted that the transaction would be subject to HSR approval, required approvals by the equityholders of TRC (in addition to approval by ATLS unitholders) and that it would be conditioned upon a simultaneous acquisition of APL by TRP. TRC emphasized in its proposal that confirmatory due diligence could be

completed expeditiously and expressed a desire to quickly move to definitive agreements.



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The TRP letter to APL proposed the following transaction structure: (1) TRP acquires APL through the merger of a newly formed subsidiary with and into APL, (2) APL equityholders receive merger consideration for each common unit of APL consisting of: a fixed 0.5719 common units of TRP (based upon a 12.5% premium to the volume weighted average price of the APL common units for the 15 trading days ended October 3, 2014) and \$1.26 in cash, (3) the Class D preferred units of APL would be converted into APL common units prior to the merger and (4) the Class E Preferred Units would be redeemed for cash in the amount of \$126.5 million. The proposal assumed that APL would be responsible for change of control payments as a result of the transaction. The letter also stated that TRP would agree to give back IDR distributions of: \$37.5 million in 2015, \$25 million in 2016, \$10 million in 2017 and \$5 million in 2018. The letter noted that the transaction would be subject to required approvals by the equityholders of APL, HSR approval and that it would be conditioned upon a simultaneous acquisition of ATLS by TRC. TRP also emphasized in the proposal that confirmatory due diligence could be completed expeditiously and expressed a desire to quickly move to definitive agreements.

Between October 3, 2014 and October 6, 2014, Mr. Evans, chairman of the TRP Committee, had several telephone conversations with Mr. Perkins regarding the status of the proposed transactions.

On October 4, 2014, the APL GP Conflicts Committee met with Stifel, its outside financial advisor, to review the presentation APL management had given Stifel that morning. Stifel discussed the presentation with the APL GP Conflicts Committee as well as senior management's strategic rationale supporting a transaction between APL and TRP. The APL GP Conflicts Committee also discussed that Stifel was preparing an analysis to assist the committee in evaluating the terms of TRP's October 3 indication of interest which would be discussed at a meeting the next day.

On October 4, 2014, Company E informed ATLS that, at such time, it was no longer interested in moving forward with discussions regarding a potential transaction as it was no longer interested in controlling or owning a midstream master limited partnership.

On October 4, 2014, ATLS also received a call from representatives of Company B. The Company B representatives indicated that Company B was interested in exploring the potential for a strategic opportunity although no specific proposal was made.

On October 5, 2014, Jonathan Cohen called Mr. Perkins to update him on the status of deliberations on the Atlas side and to negotiate certain transaction terms.

On October 5, 2014, representatives of Atlas and Targa coordinated due diligence requests and scheduled due diligence conference calls involving representatives of Atlas, Targa and their respective legal and financial advisors.

On October 5, 2014, the APL GP Conflicts Committee met with Stifel and Covington, its outside financial and legal advisors, respectively, to review the terms of TRP's October 3 indication of interest. Stifel reviewed the financial terms of the proposal with the APL GP Conflicts Committee and Covington reviewed the duties of the committee under applicable law and the terms of the APL organizational documents. Following these presentations and discussion, the APL GP Conflicts Committee determined to instruct management to submit a counterproposal requesting the following merger consideration: (1) a fixed 0.5971 common units of TRP (based on a 15% premium to the volume weighted average price of APL common units for the 30 trading days ended October 3, 2014) and (2) \$1.26 in cash.

On October 6, 2014, Mr. Perkins contacted Jonathan Cohen in response to their conversation the previous day and indicated that Targa's offers remained as previously presented.

On October 6, 2014, representatives of Targa and Atlas participated in a conference call during which representatives of Targa delivered a management presentation concerning TRC and TRP to representatives of Atlas's financial advisors.

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On October 6, 2014, representatives of Atlas submitted the counterproposal to representatives of Targa. Representatives of Targa management analyzed the counterproposal and discussed it with representatives of the TRP Committee.

On October 6, 2014, ATLS and APL entered into a mutual confidentiality agreement with Company B. The confidentiality agreement included a standstill provision, but provided that the standstill provision would terminate upon the execution of a definitive agreement providing for a sale transaction involving ATLS. Representatives of senior management of ATLS and APL then met with representatives of Company B and provided them with an executive management session. They requested that Company B make a proposal if it were interested. Ultimately, Company B did not end up making such a proposal.

Later in the day on October 6, 2014, Wachtell Lipton, on behalf of ATLS and APL, sent draft merger agreements to Vinson & Elkins.

That same evening, ATLS received a draft merger agreement from Company D.

That same evening, the TRP Committee held a telephonic meeting, at which representatives from RLF and Evercore participated. Discussion was had regarding (1) APL's counteroffer, and (2) Targa management's proposed counterproposal, which would consist of the same terms previously proposed except that the exchange ratio would reflect a 15% premium based on a 15-day volume-weighted average price of the APL common units. The Evercore representatives presented analyses regarding the various proposals that had previously been made and that were being considered. The TRP Committee unanimously approved Targa management's counterproposal.

On October 7, 2014, the ATLS GP Board met and senior management provided an update on the current status of the discussions with the various parties, as well as the APL GP Conflicts Committee process, and conveyed to the ATLS GP Board management's view that the proposals from Targa and Company D were both serious and attractive proposals. Senior management also informed the Board that both Targa and Company D were concerned about the potential for leaks and both had insisted on moving quickly to a signed and announced transaction. Senior management also discussed with the ATLS GP Board its view that the proposals from Company F and Company H provided ATLS unitholders with significantly less value than the proposals from Targa and Company D. With respect to Company H's proposal, senior management expressed concerns regarding the value of the Company H stock consideration, including that Company H's acquisition of the entire pipeline business of APL would cause Company H to cease to be a pure-play general partner and therefore could negatively affect the value of Company H stock, and that Company H's level of debt could also negatively affect such value. Senior management also expressed concerns about the ability of Company H to obtain financing for its proposed transaction. Senior management also noted that both the proposals from Company F and Company H were highly preliminary, subject to due diligence, and each of Company F and Company H had requested exclusivity prior to moving forward. The Board discussed the merits of the offers from TRC and Company D and in doing so, considered, among other things, that the offer from TRC was higher (with the Targa bid having an indicative value of approximately \$2.03 billion and the bid from Company D having a value of approximately \$1.825 billion, with each assuming that ATLS's existing \$238 million in indebtedness would be repaid prior to closing), that the offer from Company D provided for Company D to be responsible for transaction expenses and change-of-control payments up to \$75 million, and, to the extent such expenses and payments exceeded that amount, such expenses and payments would be borne by the ATLS unitholders in the form of reduced merger consideration, that, Company D's proposal assumed that Company D would acquire ATLS's interest in Lightfoot instead of it being spun-off to the ATLS unitholders, that the offer from TRC involved a significant stock component with potential upside whereas the offer from Company D was all-cash and that the Targa transaction included a combination for APL at a significant premium (by virtue of the proposal from TRP) whereas the offer from Company D included no commitment to acquire APL. The ATLS GP Board weighed these benefits against, among

other things, the risk of reduced closing certainty associated with the increased stock consideration which would require TRC's stockholders to approve the stock issuance under New York Stock Exchange rules and

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associated with the transaction being conditioned on the consummation of the APL transaction, meaning that the transaction could be terminated if APL unitholders voted against the APL Merger. The ATLS GP Board also discussed the proposals received from Company F and Company H, and in doing so, considered, among other things, that the offer from Company F was for a total transaction value of \$1.57 billion in cash, which was substantially lower than the offers received from TRC and Company D, that the proposal was preliminary in nature, subject to due diligence and that Company F had requested exclusivity in order to move forward with further discussions, that the proposal from Company H was for a total transaction value of \$1.1 billion to \$1.15 billion in cash and \$1.1 billion to \$1.15 billion in equity of Company H and that there were significant concerns regarding the value of the stock component of Company H's offer, including the expected negative impact on the stock price of Company H from acquiring the entire pipeline business of ATLS and APL and holding those assets in Company H, and the impact of Company H's leverage following the transaction on its stock price, as well as the ability of Company H to obtain financing for its proposed transaction. The ATLS GP Board also discussed its prospects as a stand-alone company and the potential benefits and risks in engaging in a strategic transaction at this time as compared to remaining a stand-alone company. The Board engaged in further discussions with management regarding the proposals and in those discussions, senior management presented their view that the transaction with TRC provided greater value to ATLS unitholders than the alternatives proposed by Company D, Company F or Company H. They also noted the desire of TRC to move quickly to execute definitive agreements regarding a transaction, the view of senior management based on their negotiations with Company D and the due diligence they had conducted, that they did not believe that Company D would be willing to further increase its offer, and that, based on their negotiations with Company F and Company H as well as the diligence that they had conducted to date, they did not believe that Company F or Company H were likely to propose a transaction on terms superior to that of TRC at the time, in part because both Company F and Company H would need at least 30 days to conduct due diligence and determine whether to make definitive proposals and both companies had requested exclusivity prior to doing so. The Board and management discussed the risk that if ATLS delayed moving forward with TRC at the time, such a delay could jeopardize the transaction with TRC and that any merger agreement that it entered into with TRC would contain customary provisions that would allow a third party to make a superior offer for ATLS. Following these discussions and deliberations, the ATLS GP Board directed senior management to continue its negotiations with TRC.

Later on October 7, 2014, TRP submitted a revised written non-binding indication of interest to the APL GP Conflicts Committee in response to its counterproposal. Pursuant to the indication of interest, TRP offered 0.5846 common units of TRP (based on a 15% premium to the volume weighted average price of APL common units for the 15 trading days ended October 3, 2014) and \$1.26 in cash.

Following receipt of the revised indication of interest from TRP, the APL GP Conflicts Committee held two meetings with Stifel and Covington also present. Stifel presented the APL GP Conflicts Committee with its financial analysis of the revised offer as well as a financial analysis of APL's stand-alone business. The committee members discussed the compelling strategic rationale for the transaction with TRP and their view that the likely potential merger partners for APL had already interacted with APL management regarding a potential transaction. Following these presentations and discussion, the APL GP Conflicts Committee then determined to proceed with the revised offer from TRP, subject to further review of the relative trading prices of TRP and APL prior to execution of any definitive agreements.

On October 7, 2014, representatives of Targa and Atlas participated in a conference call to discuss the proposed spinoff in connection with the overall transactions.

On October 7, 2014, Wachtell Lipton, on behalf of ATLS, sent a draft of the separation and distribution agreement to Vinson & Elkins, on behalf of TRC.

On October 8, 2014, Vinson & Elkins, on behalf of TRC and TRP, sent its own initial drafts of the merger agreements to Wachtell Lipton. After agreeing to start from the Vinson & Elkins drafts, TRC, TRP, ATLS and APL and their respective advisors engaged in active discussions and negotiations regarding the terms of the merger agreements, the separation and distribution agreement and the other ancillary agreements. Issues that

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ATLS and APL and their respective advisors raised in their discussions and negotiations with TRC, TRP and their advisors based on the initial drafts received from Vinson & Elkins included the ability of the ATLS GP and APL GP Boards to terminate the respective merger agreement to accept competing acquisition proposals, the scope of the respective boards' ability to change their recommendation to their respective equityholders in certain circumstances relating to a competing acquisition proposal or an intervening event, the scope of the no-solicitation provision, the amount of the termination fees relating to termination of the merger agreements, the payment of termination fees if the other merger agreement was terminated in a situation where the affiliated party was required to pay a termination fee, whether TRC should be subject to reciprocal termination fee triggers relating to the TRC shareholder vote and a regulatory efforts covenant that required no divestitures. The APL GP Conflicts Committee and its advisors also raised an objection to the payment of expenses if APL unitholders voted against the transaction, since it would not receive a benefit from having a reciprocal provision from TRP, whose equityholders would not have a vote on the transaction. The primary open items that TRC raised regarding the draft of the separation and distribution agreement received from Wachtell Lipton were the allocation of certain assets and liabilities between the retained and spun-off businesses and the level of working capital to be retained at closing. During discussions between ATLS and the APL GP Conflicts Committee, ATLS indicated its willingness to pay a portion of a termination fee if the other merger agreement was terminated in a situation where the affiliated party was required to pay a termination fee but the APL GP Conflicts Committee was not willing to agree to pay any termination fee in that situation.

On October 9, ATLS received an updated written non-binding indication of interest from Company H, which proposed an updated multi-step transaction structure in which (1) ATLS would spin-off its ownership of its non-midstream assets along with all of its debt (which was approximately \$238 million) to its existing unitholders, (2) Company H would acquire ATLS through a merger for \$575 million in cash and \$1.725 billion of Company H equity (and Company H also indicated a willingness to move to an all-equity consideration mix) and (3) at the closing of the ATLS transaction, the APL business would be merged into Company H, with consideration for APL unitholders being equity of Company H based on a 10% premium to the 20-day volume weighted average trading price of the APL common units. The letter also stated that Company H would assume the debt of APL in that merger and be responsible for any transaction expenses and change of control payments resulting from the mergers. This transaction would be designed to create a drop-down strategy whereby Company H would sell APL's legacy assets down to Company H's midstream affiliate over a three-year period. The indication of interest from Company H stated that it was subject to due diligence, and that Company H expected to enter into exclusivity prior to moving past the stage of exploratory discussions.

On October 9, 2014, a joint telephonic informational session of the TRC Board and TRP GP Board was held during which Targa management provided an update on the potential transactions.

On October 10, 2014, ATLS sent a draft merger agreement to Company D for a potential transaction.

The ATLS GP Board met on October 10, 2014 to review the current status of each of the outstanding proposals. Senior management of ATLS and representatives of Wachtell Lipton, Citi and Deutsche Bank were also present. At the meeting, Wachtell Lipton discussed the Board's duties under applicable law and its organizational documents. Citi provided an overview of current trends in the midstream industry, including recent consolidations and increased focus on size and scale to drive future growth. Citi also reviewed with the Board financial terms of the most recent proposals received from TRC, Company D, Company F and Company H (noting that Company H had submitted a revised proposal on October 9 following the most recent ATLS GP Board meeting) and certain preliminary financial information relating to ATLS's businesses, TRC and TRP. Citi noted that the Targa proposal had a value of approximately \$1.917 billion (based on the October 9, 2014 closing price of Targa common stock which, as was the case with ATLS's and other energy stock prices, had significantly decreased that week), the proposal by Company D had a value of approximately \$1.825 billion (except that (1) Company D would be responsible for transaction

expenses and change-of-control payments up to \$75 million, and, to the extent such expenses and payments exceeded that amount, such expenses and payments would be borne by the ATLS unitholders in the form of reduced merger consideration and (2) Company D's



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proposal assumed that Company D would acquire ATLS's interest in Lightfoot instead of it being spun-off to the ATLS unitholders), the indication of interest from Company F had a value of \$1.57 billion in cash (and did not address treatment of transaction expenses or change-of-control payments), and the indication of interest by Company H had a nominal value of approximately \$2.3 billion but involved a significant stock component, which had increased in Company H's most recent proposal from 50% of the consideration to 75% of the consideration. Senior management also discussed with the Board that the indication of interests from Company F and Company H were each preliminary in nature, subject to due diligence, and that Company F and Company H had each requested exclusivity. Senior management also elaborated with the ATLS GP Board on its concerns regarding the value of the Company H stock consideration, including that, among other things, the value of the Company H stock consideration was uncertain given the recent trend in the trading price of Company H's stock, that Company H and its midstream affiliate were, on a combined basis, of similar size to ATLS and APL, that Company H and its midstream affiliate already had relatively high leverage, the expected negative impact on the value of Company H stock from acquiring the entire pipeline business of APL and therefore ceasing to be a pure-play general partner and the impact of the Company H's leverage following the transactions on its stock price, and that Company H did not have committed financing for its proposed transaction at this time and senior management's concerns about the ability of Company H to obtain financing for the proposed transaction. Each of the Targa and Company D proposals and Company H's indication of interest also assumed repayment of ATLS's existing indebtedness of approximately \$238 million prior to closing (treatment of the ATLS indebtedness was not addressed in Company F's indication of interest). Edward Cohen, Jonathan Cohen and Daniel Herz provided the Board with an update on the status of each of the outstanding proposals and that senior management recommended the Targa transaction because they believed it had the greatest value of any of the proposals, including as a result of the upside that it provided through the stock consideration. The Board engaged in further discussion regarding the proposals as well as several of the factors that it previously discussed at the October 7, 2014 board meeting in weighing the proposals from Targa, Company D, Company H and Company F. During those discussions, management reiterated their view from the October 7, 2014 board meeting that the transaction with Targa provided greater value to ATLS unitholders than the alternatives proposed by Company D, Company F or Company H. They also noted the desire of Targa to move quickly to execute definitive agreements regarding a transaction. They further discussed that based on their negotiations with Company D and the due diligence they had conducted, they did not believe that Company D would be willing to further increase its proposal, and that, based on their negotiations with Company F and Company H as well as the diligence that they had conducted to date, they did not believe that Company F or Company H were likely to propose a transaction on terms superior to those then proposed by Targa, in part because both Company F and Company H would need at least 30 days to conduct due diligence and determine whether to make definitive proposals and both companies had requested exclusivity prior to doing so. The Board and management discussed the risk that if ATLS delayed moving forward with Targa at the time, such a delay could jeopardize the transaction with Targa (particularly considering the recent drop in the stock price of ATLS and other energy stock prices), and that any merger agreement that it entered into with Targa would contain provisions that would allow a third party to make a superior proposal for ATLS. The ATLS GP Board authorized senior management to proceed in finalizing a transaction with Targa.

The APL GP Board also met on October 10, 2014. Senior management of APL and representatives of Wachtell Lipton, Covington and Stifel were also present. At the meeting, the Chairman of the APL GP Conflicts Committee and a representative from Covington reviewed with the APL GP Board the work done by the APL GP Conflicts Committee and its advisors to date. Representatives of Stifel provided an overview of the business and operations of both APL and TRP and then reviewed with the APL GP Board Stifel's financial analyses of the financial terms of TRP's revised non-binding written indication of interest received by the APL GP Conflicts Committee on October 7, 2014. In addition, a representative from Wachtell Lipton discussed the conditions to closing of the ATLS Merger and the APL Merger as set forth in the then-current drafts of the ATLS Merger Agreement and the APL Merger Agreement, as applicable.

Over the next three days, ATLS, APL, TRC and TRP worked with their advisors to finalize the merger agreements, separation and distribution agreement, employee matters agreement, voting agreements and related materials, including the reimbursement side letter related to the transaction termination fees between ATLS and

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APL and the non-compete agreements from Edward Cohen, Jonathan Cohen, and Eugene Dubay. As a result of the negotiations, by the evening of October 11, the parties had resolved certain of the key open issues and had agreed that ATLS would be entitled to terminate the ATLS Merger Agreement to accept a superior proposal, that the ATLS GP, APL GP and TRC Boards would have the ability to change their recommendation to their respective equityholders in certain circumstances relating to a competing acquisition proposal or an intervening event, and to the scope of the no-solicitation provisions. The parties had also made progress on their negotiation of the separation and distribution agreement and related agreements. The parties had not yet resolved the open point regarding whether a termination fee would be paid if the other merger agreement was terminated in a situation where the affiliated party was required to pay a termination fee. Targa had indicated that it would not move forward without a termination fee being paid in this situation although indicated that it may be willing to accept a lower amount in this situation. ATLS again discussed the issue with the APL GP Conflicts Committee, which indicated that it would not agree to payment of a termination fee unless it was reimbursed for payment of the fees. ATLS and the APL GP Conflicts Committee agreed to make a proposal to Targa regarding termination fees, including that the termination fee in this situation would be 50% of the full termination fee and that they would further discuss the amount of that fee that would be reimbursed by ATLS or APL to the other.

On October 11, 2014, TRC formally engaged Wells Fargo Securities as financial advisor to the TRC Board in connection with the proposed transaction.

On the evening of October 11, 2014, Wachtell Lipton and Covington made a proposal on behalf of ATLS and APL to resolve the open items regarding termination fees, which Vinson & Elkins agreed to, on behalf of Targa, on October 12, 2014 and which provided for an agreed upon termination fee, an agreement with respect to the payment of 50% of the termination fees if the other merger agreement was terminated in specified situations where the affiliated party was required to pay a termination fee, reciprocal termination fee triggers relating to the TRC shareholder vote and no payment of expenses if the APL unitholders did not approve the APL Merger Agreement.

On October 12, 2014, ATLS and APL (acting through the APL GP Conflicts Committee) and their respective advisors negotiated the terms of the reimbursement agreement relating to specified circumstances where the action of one Atlas party resulted in the payment of 50% of the termination fees (or expenses) by the other Atlas party.

During the afternoon of October 12, 2014, the ATLS GP Board met to receive an update on the status of negotiations with TRC and TRP with the understanding that the ATLS GP Board would reconvene later that evening once the open issues had been resolved. ATLS and representatives of Wachtell Lipton, Citi and Deutsche Bank were also present. Wachtell Lipton described the terms of the transaction agreements and summarized the current open issues. The primary open issues that remained were the level of divestiture commitment from TRC and TRP in connection with certain regulatory approvals and the non-compete that TRC and TRP had indicated they would request from certain ATLS and APL executives but that had not yet been negotiated. Citi reviewed with the ATLS GP Board its preliminary financial analysis of the ATLS Merger Consideration provided for in the ATLS Merger Agreement. Representatives from Deutsche Bank also briefly reviewed with the ATLS GP Board Deutsche Bank's financial analyses relating to the merger consideration provided for in the ATLS Merger Agreement. Citi and Deutsche Bank each informed the ATLS GP Board that, subject to resolution of the open items, it expected to be in a position to render to the ATLS GP Board an opinion as to the fairness, from a financial point of view, of the ATLS Merger Consideration when the ATLS GP Board meeting reconvened later that evening. Also during the afternoon of October 12, 2014, the APL GP Conflicts Committee met to receive an update on the status of the negotiations with TRP with the understanding that the APL GP Conflicts Committee would reconvene later that evening once the open issues had been resolved. Representatives from Stifel and Covington were also present. A representative from Stifel delivered a presentation to the APL GP Conflicts Committee. A representative from Covington reviewed the duties of the APL GP Conflicts Committee in considering whether to recommend to the APL GP Board that it approve the

proposed merger with TRP, including the provisions of the APL partnership agreement regarding transactions involving potential conflicts of interest. Representatives from Covington then reviewed the terms of the proposed APL Merger Agreement and other transaction agreements (including the reimbursement agreement) with the APL GP Conflicts Committee.

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Following these meetings, the parties reached agreement on the remaining key open issues in the transaction agreements and Vinson & Elkins sent drafts of the non-compete agreements that it would be asking Edward Cohen, Jonathan Cohen and Eugene Dubay to execute in connection with the transactions.

During the afternoon of October 12, 2014, the TRP Committee held a telephonic meeting, at which representatives from RLF, Evercore and Vinson & Elkins participated. The representatives from Vinson & Elkins provided the TRP Committee with an overview of various matters relating to the proposed transaction and the terms of the transactions agreements. The Evercore representatives also presented various financial analyses regarding the proposed transaction. Next, at the request of the TRP Committee, Evercore rendered its oral opinion (which was subsequently confirmed in writing) to the TRP Committee that, as of October 12, 2014, and based upon and subject to the factors, procedures, assumptions, qualifications and limitations set forth in its opinion, the merger consideration (as described and set forth in the Evercore opinion) to be paid by TRP pursuant to the APL Merger Agreement is fair, from a financial point of view, to the holders of TRP common units other than the parties to the APL Merger Agreement and any affiliates thereof including, without limitation, TRC, APL or ATLS. The RLF representatives also discussed the draft amendment to the TRP partnership agreement to effect the giveback of distributions relating to the IDRs contemplated by the proposed transaction. After discussion, the TRP Committee unanimously (1) approved the proposed transaction (including the APL Merger Agreement and the amendment to the TRP partnership agreement), and (2) recommended that the TRP GP Board approve the merger agreement and the amendment to the TRP partnership agreement and the transactions contemplated thereby.

Also during the afternoon on October 12, 2014, the TRP GP Board held a meeting during which management provided an update on negotiations, a representative of Evercore made a presentation and a representative of Vinson & Elkins summarized the proposed transaction terms. The TRP Board also established a deal committee consisting of Messrs. Pearl and Evans (the TRP Deal Committee) to approve final terms of the transaction documents. Following a discussion, the TRP GP Board approved the transactions, subject to approval of final terms by the TRP Deal Committee.

Following the meeting of the TRP GP Board, the TRC Board held a meeting during which management provided an update on negotiations. In addition, a representative of Wells Fargo Securities reviewed and discussed Wells Fargo Securities financial analyses with respect to TRC, ATLS and the proposed ATLS Merger. Thereafter, at the request of the TRC Board, Wells Fargo Securities rendered its oral opinion to the TRC Board (which was subsequently confirmed in writing by delivery of Wells Fargo Securities written opinion addressed to the TRC Board dated October 12, 2014), as to, as of October 12, 2014, the fairness, from a financial point of view, to TRC of the consideration to be paid and issued by TRC in the ATLS Merger pursuant to the ATLS Merger Agreement. A representative of Vinson & Elkins then reviewed and discussed with the TRC Board the terms of the proposed transaction. The TRC Board also established a deal committee consisting of one management director and one independent director (TRC Deal Committee) to approve final terms of the transaction documents. Following a discussion, the TRC Board approved the transactions and resolved to submit the issuance of TRC common stock under the ATLS Merger Agreement to a vote of the TRC stockholders, subject to approval of final terms by the TRC Deal Committee.

During the evening of October 12, 2014, the APL GP Conflicts Committee reconvened to determine whether or not to approve the merger agreement providing for the merger of APL and TRP and the transactions contemplated thereby, including the reimbursement side letter related to the transaction termination fees. Representatives from Stifel and Covington were also present. A representative from Stifel delivered a presentation to the APL GP Conflicts Committee. After considering the terms of the APL Merger Agreement, the ATLS Merger Agreement and the other transaction documents, and the other factors described in this joint proxy statement/prospectus under The Transactions Recommendation to the APL Common Unitholders and the APL GP Conflicts Committee's and the APL

GP Board's Reasons for the APL Merger, the APL GP Conflicts Committee, (1) determined that the APL Merger Agreement is advisable and in the best interests of APL and the unitholders of APL other than APL GP, ATLS and their respective affiliates, (2) approved the APL Merger Agreement and the transactions contemplated thereby and (3) recommended approval of the APL Merger Agreement by the APL GP

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Board. Following this meeting, the full APL GP Board (other than Edward Cohen and Jonathan Cohen, who recused themselves), after considering among other factors, the recommendation of the APL GP Conflicts Committee, (1) determined that it is in the best interests of APL and its common unitholders, and declared it advisable, to enter into the APL Merger Agreement, (2) approved the execution, delivery and performance of the APL Merger Agreement and the transactions contemplated thereby and (3) resolved to submit the APL Merger Agreement to a vote of the APL common unitholders and recommend approval of the APL Merger Agreement by the APL common unitholders. The APL GP Board then directed management to finalize and execute the APL Merger Agreement and the related agreements on the terms reviewed at the ATLS GP Board meeting.

During the evening of October 12, 2014, the ATLS GP Board also reconvened to determine whether or not to approve the merger agreement providing for the merger of ATLS and TRC and the transactions contemplated thereby (including the spin-off transactions and the APL Merger). Senior management of ATLS and representatives of Wachtell Lipton, Citi and Deutsche Bank and were also present. Representatives of Wachtell Lipton reviewed the resolution of the open items that it had described at the board meeting earlier that day and reviewed the duties of the ATLS GP Board in determining whether to approve the merger agreements. Citi provided to the ATLS GP Board its final financial analysis of the ATLS Merger Consideration provided for in the ATLS Merger Agreement and delivered to the ATLS GP Board an oral opinion, confirmed by delivery of a written opinion dated October 12, 2014, to the effect that, as of such date and based on and subject to the assumptions made, procedures followed, matters considered and limitations on the review undertaken, the ATLS Merger Consideration to be received by holders of ATLS common units was fair, from a financial point of view, to such holders. A representative of Deutsche Bank then reviewed with the ATLS GP Board Deutsche Bank's financial analyses of the merger consideration provided for in the ATLS Merger Agreement in more detail than had been discussed at the earlier board meeting, confirmed that the resolution of the open items did not have an impact on the financial analyses, and rendered to the ATLS GP Board Deutsche Bank's oral opinion, subsequently confirmed in writing, that based upon and subject to the assumptions made, matters considered and limitations, qualifications and conditions set forth in that opinion, Deutsche Bank was of the opinion, as of the date of the opinion, that the merger consideration provided for under the ATLS Merger Agreement was fair, from a financial point of view, to holders of ATLS common units (excluding TRC and its affiliates). After considering the terms of the ATLS Merger Agreement, the APL Merger Agreement and the other transaction documents and the other factors described under The Transactions Recommendation to the ATLS Unitholders and the ATLS GP Board's Reasons for the ATLS Merger, the ATLS GP Board, (1) determined that it is in the best interests of ATLS and its common unitholders, and declared it advisable, to enter into the ATLS Merger Agreement, (2) approved the execution, delivery and performance of the ATLS Merger Agreement and the transactions contemplated thereby and (3) resolved to submit the ATLS Merger Agreement to a vote of the ATLS common unitholders and recommend approval of the ATLS Merger Agreement by the ATLS common unitholders. The ATLS GP Board then directed management to finalize and execute the ATLS Merger Agreement, the APL Merger Agreement and the related agreements on the terms reviewed at the board meeting.

Following the conclusion of the ATLS GP and APL GP Board meetings, the parties and their advisors worked to finalize the transaction agreements and to resolve the terms of the non-compete agreements.

Early in the morning on October 13, 2014, Mr. Perkins presented final transaction terms to the TRP Deal Committee and the TRC Deal Committee and the respective committee members provided their approval of the final terms and directed Targa management to finalize and execute the merger agreements and the related agreements.

Prior to the market open on the morning of October 13, 2014, the parties executed the ATLS Merger Agreement, the APL merger agreement and related agreements and the Atlas Mergers were announced.

**Recommendation to the TRC Stockholders and the TRC Board's Reasons for the ATLS Merger**

At a special board meeting held on October 12, 2014, the TRC Board unanimously determined that the ATLS Merger, the ATLS Merger Agreement, and the transactions contemplated thereby, including the TRC stock issuance, are in the best interests of TRC and the TRC stockholders. The TRC Board unanimously



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approved the ATLS Merger, the ATLS Merger Agreement and the transactions contemplated thereby, including the TRC stock issuance, and recommends that the holders of TRC shares vote FOR the TRC stock issuance proposal and FOR the adjournment proposal. In making this determination, the TRC Board consulted with TRC's management and with its financial and legal advisors, and considered a number of factors. The decision of the TRC Board was based upon a number of potential benefits of the transactions and other factors that it believed would contribute to the success of the combined company, and thus benefit the TRC stockholders, including the following factors, the order of which does not necessarily reflect their relative significance:

The combined companies (TRC/ATLS and TRP/APL) will be significantly larger than TRC and TRP currently and should have greater financial, operational and technical strengths that should enable TRC and TRP to consider and more effectively pursue additional types of opportunities, including acquisitions and financing alternatives.

The combination will provide for significant additional growth projects over time, allowing for projected aggregate 2015 growth capital expenditures for TRP of \$1.4 billion.

The APL Merger will create the 12th largest diversified MLP on an enterprise value basis (upper mid-cap/lower large-cap MLP), offering TRC and TRP significant G&P scale and diversity, attractive basin diversity, strong Permian Basin positions to create a premier franchise, and a leading NGL logistics business including a leading NGL fractionation and export position.

The combined companies will provide significant financial and strategic benefits by enhancing the long-term dividend growth rate at TRC, lowering the effective tax rate on TRC and diversifying the cash flow sources supporting the general partner and IDRs economics.

Enhanced size and scale will support TRC's and its subsidiaries' credit profiles over time while also allowing for substantial pro forma financing related cost savings at TRC and TRP overall.

APL and TRP's gathering and processing assets are complementary in that APL's assets add the Woodford/SCOOP, Mississippi Lime and Eagle Ford areas and add additional assets to TRP's existing Permian, Bakken, Barnett and Louisiana Gulf Coast operations.

The combination is expected to deliver meaningful accretion, both immediate and long-term, to TRC stockholders.

The form of merger consideration, which includes a fixed number of TRC shares, provides anticipated greater market capitalization and related liquidity for TRC shares following the consummation of the Atlas Mergers. In addition, a fixed exchange ratio provides certainty and protection in the event the TRC shares decreased relative to the ATLS common units price prior to the closing.

The combined company is expected to have the opportunity to achieve improvements in organic growth opportunities due to a stronger balance sheet and improved ability to fund such projects. The combined company is expected to achieve estimated synergies over time of approximately \$20 million to \$30 million per year, including cost savings.

The TRC Board took into account the financial analysis reviewed by Wells Fargo Securities with the TRC Board and the oral opinion of Wells Fargo Securities to the TRC Board (which was subsequently confirmed in writing by delivery of Wells Fargo Securities' written opinion addressed to the TRC Board dated October 12, 2014), as to, as of October 12, 2014, the fairness, from a financial point of view, to TRC of the ATLS Merger Consideration to be paid and issued by TRC in the ATLS Merger pursuant to the ATLS Merger Agreement. See Opinion of the TRC Board's Financial Advisor.

In addition, the TRC Board also identified and considered several potentially negative factors to be balanced against the positive factors listed above, including the following, the order of which does not necessarily reflect their relative significance:

The pendency of the Atlas Mergers for an extended period of time following the announcement of the execution of the Atlas Merger Agreements could have an adverse impact on Targa or Atlas.

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The attention of our management and employees may be diverted during the period prior to completion of the Atlas Mergers, and the potential negative effect on Targa's and Atlas's business.

One or more of the conditions to the ATLS Merger, including the consummation of the Spin-Off, may not be satisfied.

The potential benefits and synergies sought in the Atlas Mergers may not be realized, or may not be realized within the expected time period, and the risks associated with integration of the operations of the two companies.

The regulatory approvals and clearances necessary to complete the Atlas Mergers might not be obtained or that governmental authorities would condition approval of the Atlas Mergers on the companies' compliance with certain burdensome conditions or require certain burdensome divestitures, or that regulatory approvals may be delayed.

TRC may be unable to complete approximately \$1 billion in new financing necessary to consummate the Atlas Mergers.

Negative consequences could result from the combined companies' (TRC/ATLS and TRP/APL) significant amount of indebtedness following the closing of the Atlas Mergers with pro forma total debt outstanding as of September 30, 2014 at TRP of \$5,032 million and an additional amount of debt at TRC of \$855 million.

Even if the Atlas Mergers are successfully completed, TRP may not be able to fund a change of control offer for all of APL's outstanding senior notes.

The Atlas Merger Agreements restrict the conduct of Targa's and Atlas's business during the period between execution of the Atlas Merger Agreements and the consummation of the Atlas Mergers.

Despite the efforts of Targa and Atlas prior to the consummation of the Atlas Mergers, the combined company may lose key personnel.

The companies (TRC/ATLS and TRP/APL) might not achieve their projected financial results. In view of the variety of factors and the quality and amount of information considered, the TRC Board as a whole did not find it practicable to and did not quantify or otherwise assign relative weights to the specific factors considered in reaching its determination but conducted an overall analysis of the transaction. Individual members of the TRC Board may have given different relative considerations to different factors.

The explanation of the reasoning of the TRC Board and certain information presented in this section are forward-looking in nature and, therefore, the information should be read in light of the factors discussed in the

sections entitled Cautionary Statement Regarding Forward-Looking Statements and Risk Factors.

**Recommendation to the ATLS Unitholders and the ATLS GP Board's Reasons for the ATLS Merger**

After careful consideration, the ATLS GP Board, by a unanimous vote of all directors, at a meeting held on October 12, 2014, determined that the ATLS Merger Agreement and the transactions contemplated thereby are advisable and in the best interests of ATLS and its common unitholders and approved the execution, delivery and performance of the ATLS Merger Agreement and the transactions contemplated thereby. In evaluating the ATLS Merger, the ATLS GP Board consulted with ATLS's senior management and its legal and financial advisors and, in reaching its decision, the ATLS GP Board considered a number of factors that the ATLS GP Board believed supported its decision, including the following material factors:

the potential strategic alternatives available to ATLS, including the possibility of remaining a stand-alone entity as well as the various indications of interest received by ATLS in the weeks leading up to October 12, 2014, and the assessment of the ATLS GP Board that the ATLS Merger was likely to create greater value for ATLS unitholders than other available alternatives;

the results of ATLS's due diligence investigation of Targa and the reputation, business practices and experience of Targa and its management;

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the fact that approximately 72% of the ATLS Merger Consideration consists of equity in the combined company, enabling ATLS unitholders to participate in the future prospects of the combined company, including as a result of:

the benefits resulting from the combination of the APL and TRP midstream businesses, which will create the 12th largest diversified MLP with a larger, more diverse underlying business mix and asset base in the Woodford/SCOOP, Mississippi Lime, Eagle Ford, Permian, Bakken, Barnett and Louisiana Gulf Coast areas to support additional potential long-term growth;

the larger, more diverse business mix resulting from the combination of APL and TRP will create a lower cost of capital, increasing returns on future capital projects;

increased cash flow to APL unitholders as a result of higher distributions on incentive distribution rights; and

expected long-term dividend accretion;

the fact that approximately 28% of the ATLS Merger Consideration consists of cash, which will provide immediate and certain liquidity to ATLS unitholders at closing at an attractive valuation;

the fact that ATLS unitholders will receive a pro rata share of interests in a New Atlas, holding ATLS's non-midstream assets, which enables the ATLS unitholders to continue to participate in the future value of such assets, and which assets have the ability to provide ongoing distributions to the ATLS unitholders;

their knowledge of the current environment in the energy industry and the competitive landscape, including consolidation in the midstream industry and the importance of increased size, scale and diversification to ongoing success and value creation;

the fact that ATLS senior management had discussions regarding potential strategic opportunities with a number of companies in the industry, and its view that, based on those discussions, the transaction with TRC provided greater value than those proposed by any of the other companies and its view that there were not likely many other potential acquirors for its business given the size of the purchase price that would be required;

the financial presentation and opinion of Citi, dated October 12, 2014, to the ATLS GP Board as to the fairness, from a financial point of view and as of the date of the opinion, to holders of ATLS common units of the ATLS Merger Consideration to be received by such holders pursuant to the ATLS Merger Agreement, which opinion was based on and subject to the procedures followed, assumptions made, matters considered and qualifications and limitations on the review undertaken as more fully described below under "Opinions of

ATLS's Financial Advisors' Opinion of Citigroup Global Markets Inc. ;

the financial presentation and oral opinion of Deutsche Bank, subsequently confirmed by delivery of a written opinion dated October 13, 2014, to the ATLS GP Board as to the fairness, from a financial point of view and as of the date of the opinion, to the holders of ATLS common units (excluding TRC and its affiliates) of the ATLS Merger Consideration to be received by such holders pursuant to the ATLS Merger Agreement, which opinion was based on and subject to the procedures followed, assumptions made, matters considered and limitations, qualifications and conditions set forth in the opinion as more fully described below under "Opinions of ATLS's Financial Advisors' Opinion of Deutsche Bank Securities Inc. ;

the fact that the ATLS Merger Agreement permits ATLS to engage in negotiations with, and provide information to, a third party that makes an unsolicited written acquisition proposal, if the ATLS GP Board determines in good faith that such proposal could result in a superior proposal (as defined under "The Transaction Agreements - The ATLS Merger Agreement - No Solicitation by ATLS of Alternative Proposals"), and the fact that the ATLS Merger Agreement permits the ATLS GP Board to terminate the ATLS Merger Agreement to enter into such a transaction after paying a \$53.4 million termination fee (in addition to the obligation to reimburse APL \$17.8 million under the terms of the reimbursement agreement between ATLS and APL relating to termination fees);

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the likelihood that the ATLS Merger will be completed, including its expectation that regulatory approvals and clearances required in connection with the ATLS Merger would likely be received without material costs or unacceptable conditions and the fact that the ATLS Merger Agreement is not subject to a financing condition;

the fact that the ATLS Merger is subject to the approval of the ATLS unitholders, who will be free to approve or reject the ATLS Merger;

the fact that the TRC Board can change its recommendation in favor of the ATLS Merger only in limited circumstances relating to an intervening event and has an unqualified obligation to hold a shareholder meeting for its shareholders to vote on the ATLS Merger Agreement, as well as the reciprocal nature of the termination fees and expense payment provisions relating to a change of recommendation or vote against the ATLS Merger;

the fact that certain executive officers of TRC executed a voting agreement, in which they agreed to vote all of their shares of TRC common stock in favor of the ATLS Merger, regardless of whether the TRC Board changes its recommendation of the ATLS Merger;

the fact that the ATLS Merger Agreement provides that ATLS has the right to specific performance to force TRC to comply with its obligation to consummate the ATLS Merger once the closing conditions are satisfied, even if TRC's financing is not available; and

the fact that the financial and other terms and conditions of the ATLS Merger Agreement and the transactions contemplated thereby were the product of arms-length negotiations.

The ATLS GP Board also considered, and balanced against the potential benefits, various risks and other potentially negative factors concerning the ATLS Merger Agreement, including the following:

the fact that because approximately 72% of the ATLS Merger Consideration is payable in shares of TRC common stock, the ATLS unitholders will be adversely affected by any decrease prior to completion of the ATLS Merger in the trading price of TRC common stock, and will in such circumstances receive less value for their ATLS common units upon completion of the ATLS Merger;

the non-solicitation and unitholder approval provisions and the provision for the payment of a termination fee of \$53.4 million or \$26.7 million payable upon certain events (as well as an obligation under the terms of the termination fee reimbursement agreement between ATLS and APL to reimburse APL \$17.8 million in respect of a termination fee payable by APL if the fee is payable as a result of an action by APL under specified circumstances);

the fact that, if the ATLS Merger Agreement is terminated because the ATLS unitholders do not approve the ATLS Merger Agreement, ATLS is required to pay to TRC \$17.8 million in respect of its expenses;

the fact that each of TRC's and ATLS's obligations to consummate the ATLS Merger are subject to the consummation of the Spin-Off and the parties standing ready to consummate the APL Merger, and that the consummation of the Spin-Off and the APL Merger are subject to certain conditions, including, in the case of the APL Merger, the receipt of approval of the APL unitholders;

the fact that the consideration received by ATLS unitholders in the ATLS Merger will be taxable;

the possibility that the ATLS Merger might not be consummated despite the parties' efforts or that the closing of the ATLS Merger may be unduly delayed, and that the announcement of the transaction, coupled with any failure to consummate the transaction, could have a negative effect on ATLS's relationships with employees and third parties, as well as a negative effect on ATLS's operating results and trading price;

the fact that there are restrictions on the conduct of ATLS's business prior to consummation of the ATLS Merger that generally require ATLS to conduct its business only in the ordinary course of business and subject to specific limitations, which may prevent or delay ATLS from undertaking business opportunities that may arise prior to the completion of the ATLS Merger;



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the potential risk that TRC stockholders may not vote to approve the transaction;

the scope of TRC's commitments to take certain actions and agree to certain conditions in order to obtain required regulatory approvals;

the potential risk of diverting management focus and resources from other strategic opportunities and from operational matters while working to complete the Transactions; and

the risks associated with an investment in TRC common stock, including those factors described in periodic reports previously filed with the SEC by TRC and those factors discussed in this document under "Risk Factors."

In addition to considering the factors described above, the ATLS GP Board also considered the following factors:

the fact that TRC required certain executive officers of ATLS to execute a voting agreement, in which they agreed to vote all of their ATLS common units in favor of the ATLS Merger, regardless of whether the ATLS GP Board changes its recommendation for the ATLS Merger;

the fact that TRC and TRP required Edward Cohen, Jonathan Cohen and Eugene Dubay, for no additional consideration to be provided to Edward Cohen, Jonathan Cohen or Eugene Dubay, to execute non-competition and non-solicitation agreements, in which they agreed, for a period of 18 months following the completion of the ATLS Mergers to refrain from: (1) engaging in certain activities related to the mid-stream businesses in certain geographic areas, (2) soliciting for employment or hiring individuals employed by APL and its subsidiaries, subject to certain exceptions, and (3) causing, soliciting or knowingly encouraging certain business relations of APL and its subsidiaries to cease doing business with the APL and its subsidiaries; and

the fact that some of ATLS's directors and executive officers have other interests in the ATLS Merger and related transactions that are in addition to their interests as ATLS unitholders, including as a result of existing employment and compensation arrangements with ATLS and its affiliates (see "The Transactions - Interests of Certain Persons in the Transactions").

The ATLS GP Board concluded that the potentially negative factors associated with the proposed merger were outweighed by the potential benefits that it expected the ATLS unitholders would achieve as a result of the ATLS Merger, including the belief of the ATLS GP Board that the proposed merger would maximize the value of the ATLS common units. Accordingly, the ATLS GP Board determined that the ATLS Merger Agreement and the transactions contemplated thereby, including the ATLS Merger, are in the best interests of ATLS and the ATLS common unitholders.

The foregoing discussion of the information and factors considered by the ATLS GP Board includes all of the material factors considered by the ATLS GP Board, but it is not intended to be exhaustive and may not include all of the factors considered by the ATLS GP Board. In view of the wide variety of factors considered in connection with its evaluation of the ATLS Merger and the complexity of these matters, the ATLS GP Board did not find it useful and did

not attempt to quantify or assign any relative or specific weights to the various factors in its determination to approve the ATLS Merger Agreement and the transactions contemplated thereby, including the ATLS Merger, and to make its recommendations to ATLS unitholders. In addition, individual members of the ATLS GP Board may have given weights to different factors. The ATLS GP Board conducted an overall review of the factors described above, including through discussions with ATLS's management and outside legal and financial advisors.

**After considering this information, the ATLS GP Board unanimously determined that the ATLS Merger Agreement and the transactions contemplated thereby, including the ATLS Merger, are in the best interests of ATLS and the ATLS unitholders. The ATLS GP Board unanimously approved the ATLS Merger Agreement and the transactions contemplated thereby, and recommends that the ATLS unitholders vote FOR the ATLS Merger proposal and FOR the ATLS compensation proposal.**

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This explanation of the ATLS GP Board's reasons for the ATLS Merger and other information presented in this section is forward-looking in nature and, therefore, should be read in light of the factors described under Cautionary Statement Regarding Forward-Looking Statements.

### **Opinion of the TRC Board's Financial Advisor**

On October 12, 2014, Wells Fargo Securities rendered its oral opinion to the TRC Board (which was confirmed in writing by delivery of Wells Fargo Securities' written opinion addressed to the TRC Board dated October 12, 2014), as to, as of October 12, 2014, the fairness, from a financial point of view, to TRC of the ATLS Merger Consideration to be paid and issued by TRC in the ATLS Merger pursuant to the ATLS Merger Agreement.

**Wells Fargo Securities' opinion was for the information of the TRC Board (in its capacity as such) in connection with its evaluation of the ATLS Merger. Wells Fargo Securities' opinion only addressed the fairness, from a financial point of view, to TRC of the ATLS Merger Consideration to be paid and issued by TRC in the ATLS Merger pursuant to the ATLS Merger Agreement and did not address any other terms, aspects or implications of the ATLS Merger or any agreements, arrangements or understandings entered into in connection therewith or otherwise. The summary of Wells Fargo Securities' opinion in this joint proxy statement/prospectus is qualified in its entirety by reference to the full text of its written opinion, which is attached as Annex C and describes the procedures followed, assumptions made, qualifications and limitations on the review undertaken and other matters considered by Wells Fargo Securities in connection with the preparation of its opinion. However, neither Wells Fargo Securities' opinion nor the summary of its opinion and the related analyses set forth in this joint proxy statement/prospectus are intended to be, and do not constitute, a recommendation as to or otherwise address how the members of the TRC Board, the holders of TRC common stock or any other person should vote or act in respect to the ATLS Merger or any related matter.**

In arriving at its opinion, Wells Fargo Securities, among other things: