

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 23, 2013

Terra Tech Corp.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of incorporation)

000-54358

(Commission File Number)

26-3062661

(IRS Employer Identification No.)

18101 Von Karman, Third Floor

Irvine, California 92612

(Address of principal executive offices)(Zip Code)

(855) 447-6967

Registrant's telephone number, including area code

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into Material Definitive Agreement.**Marketing and Distribution Agreements**

On May 7, 2013, Edible Garden Corp., a Nevada corporation and wholly-owned subsidiary of Terra Tech Corp., a Nevada corporation (the “Company”), entered into a letter agreement with Gro-Rite Inc., a New Jersey corporation (“Gro-Rite”) whereby Edible Garden has the right to purchase and distribute a majority of Gro-Rite’s plant products from Gro-Rite for marketing, sale and distribution. Under the agreement, Edible Garden will receive a sales commission of 10% of the selling price of plants sold.

On May 7, 2013, Edible Garden Corp. entered into a letter agreement with NB Plants LLC, a New Jersey limited liability company (“NB Plants”), whereby Edible Garden has the right to purchase and distribute a majority of NB Plants’s plant products from NB Plants for marketing, sale and distribution. Under the agreement, Edible Garden will receive a sales commission of 10% of the selling price of plants sold.

Both Gro-Rite and NB Plants are companies affiliated with Ken VandeVrede, Mike VandeVrede, Steve VandeVrede and Dan VandeVrede, all of whom are affiliates of the Company. Additionally, Ken VandeVrede, Mike VandeVrede, Steve VandeVrede are all directors of the Company.

Item 7.01 Regulation FD Disclosure.

On May 8, 2013, the Company issued a press release titled “Terra Tech Subsidiary, Edible Garden, Signs Distribution Contract with GroRite Garden Centers Increasing Revenue and Production Capabilities” is furnished and not filed pursuant to Item 7.01 as Exhibit 99.1 hereto.

On May 14, 2013, the Company issued a press release titled “Terra Tech Subsidiary, Edible Garden, Signs Distribution Deal with NB Plants with Projected Annual Revenue of \$2 Million” is furnished and not filed pursuant to Item 7.01 as Exhibit 99.2 hereto.

On May 15, 2013, titled “Terra Tech Subsidiary Announces Second Quarter 2013 Revenue Guidance” is furnished and not filed pursuant to Item 7.01 as Exhibit 99.3 hereto.

The information in the referenced press releases shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 (the “Exchange Act”), or otherwise subject to the liabilities of that section, and shall not be deemed to be incorporated by reference into any of the Company’s filings under the Securities Act of 1933, as amended, or the Exchange Act whether made before or after the date hereof and regardless of any general incorporation language in such filings, except to the extent expressly set forth by specific reference in such a filing.

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

Exhibit	Description
10.1	Letter agreement dated May 7, 2013, by and between Edible Garden Corp., a Nevada corporation, and Gro-Rite Inc., a New Jersey corporation.
10.2	Letter agreement dated May 7, 2013, by and between Edible Garden Corp., a Nevada corporation, and NB Plants LLC, a New Jersey limited liability company.
99.1	Press Release dated May 8, 2013.
99.2	Press Release dated May 14, 2013.
99.3	Press Release dated May 15, 2013.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Terra Tech Corp.
(Registrant)

Date: May 28, 2013

By: /s/ Derek Peterson
Name: Derek Peterson
Title: President and Chief Executive Officer

EXHIBIT INDEX

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10.2	Letter agreement dated May 7, 2013, by and between Edible Garden Corp., a Nevada corporation, and NB Plants LLC, a New Jersey limited liability company.
99.1	Press Release dated May 8, 2013.
99.2	Press Release dated May 14, 2013.
99.3	Press Release dated May 15, 2013.

**Edible Garden Corp
283 Route 519
Belvidere, New Jersey 07823**

May 7, 2013

Gro-rite Inc
30 Hillview Road
Lincoln Park, NJ 07035

Re: Marketing & Distribution Agreement

Dear David:

Edible Garden Corp ("EG") is pleased to present this Marketing & Distribution agreement to which Edible Garden will work with Gro-rite (GR) to develop and market the Edible Garden brand throughout the NY Metro area markets. This contract reflects in general our current understanding and of course, except, as expressly set forth herein, is intended to be a binding agreement between us.

The purpose of this contract is to set forth those points upon which we have agreed in principle and to confirm our joint intentions with respect to the arrangement.

1. Marketing Agreement EG will work in conjunction with GR to cultivate and market EG'S line of locally grown sustainable produce throughout the NY Metro area markets. GR will be solely responsible for the cultivation of the produce, according to EG standards and will bear all costs, risks and labor in the cultivation of the products. EG will be responsible for the marketing and sales of the production out of GR facilities. In addition EG will assist GR by opening up trade and operational secrets including but not limited to packaging, handling protocols, cultivation techniques, greenhouse technologies, nutrients and distribution relationships.

2. Distribution Agreement. EG will be marketing and distributing the produce cultivated by GR under the Edible Garden brand through local grocery store chains, Big Box retailers, as well as specialty retailers throughout the mentioned markets. EG commission will be up to 10% of selling price.

3. Structure and Process. GR will be responsible for the cultivation and packaging of produce according to Edible Garden standards. GR will be responsible for the transportation and distribution of the product to retail stores. EG will be responsible for the sales, branding and marketing of the Edible Garden brand throughout GR local market. EG will establish relationships with produce buyers at local retail stores. All orders will be processed by EG and furnished to GR for production and fulfillment. EG will handle invoicing and collections to retail stores. EG will be invoiced by NB for their

COGS. EG will pay GR invoice within 5 business days after constructively receiving payment from retailers.

4. Confidential Information. EG and GR each agree to hold the confidential and proprietary information and trade secrets obtained from the other in confidence and not to use or disclose such confidential and proprietary information and trade secrets to third parties without the consent of the other party, except that each of parties may disclose such information to their respective employees and agents who need to know such information for the purposes of evaluating the Transaction. If the Transaction is not consummated, EG agree to promptly return to the rightful owner all tangible information and documents delivered pursuant to this letter and destroy all compilations, studies of other documents prepared by or for the recipient's use which reflect the information so delivered without retaining copies thereof. The parties agree that the provisions contained in this paragraph shall survive the termination of this letter or other indication by the parties hereto of their intention not to proceed with the Transaction.

5. Exclusivity. During this contract, each party hereto agrees that it will not, nor will it permit any of its respective representatives to, directly or indirectly, solicit, initiate, or encourage any inquiries or proposals from, discuss or negotiate with, or provide any information to, any third persons or parties relating to (i) any transaction involving distribution of produce to retail stores by GR and EG, or (ii) any transaction the completion of which would likely make the Transaction impractical or impossible to complete.

7. Indemnification. Each of EG and GR agrees to indemnify and hold harmless the other from any and all claims, liabilities, damages, actions, causes of action, demands, costs and expenses of every kind or nature, including, without limitation, reasonable attorneys' fees and court costs and fees and costs of any appeals, arising out of, relating to or resulting from the assertion of any obligation to pay or the payment of any broker or finder's fees or other commissions in connection with the transactions contemplated by this letter.

8. Expenses. Each party shall be responsible for the payment of its own expenses in connection with the Transaction, including all expenses associated with the negotiation and preparation of the definitive agreements.

[Signature page follows]

If the foregoing accurately sets forth your understanding concerning this matter, please acknowledge your concurrence by signing the enclosed copy of this letter in the space indicated below. I look forward to the successful completion of the Transaction.

Sincerely,

EDIBLE GARDEN CORP

By: 
Name: Ken VandeVrede
Title: President

Accepted and Agreed:

GRO-RITE INC


Name: David VandeVrede
Title: CEO

**Edible Garden Corp
283 Route 519
Belvedere, New Jersey 07823**

May 13, 2013

NB PLANTS LLC
283 Route 519
Belvedere NJ, 07823

Re: Marketing & Distribution Agreement

Dear David:

Edible Garden Corp ("EG") is pleased to present this Marketing & Distribution agreement to which Edible Garden will work with NB Plants (NB) to develop and market the Edible Garden brand throughout the NY Metro area markets. This contract reflects in general our current understanding and of course, except, as expressly set forth herein, is intended to be a binding agreement between us.

The purpose of this contract is to set forth those points upon which we have agreed in principle and to confirm our joint intentions with respect to the arrangement.

1. Marketing Agreement EG will work in conjunction with NB to cultivate and market EG'S line of locally grown sustainable produce throughout the NY Metro area markets. NB will be solely responsible for the cultivation of the produce, according to EG standards and will bear all costs, risks and labor in the cultivation of the products. EG will be responsible for the marketing and sales of the production out of NB facilities. In addition EG will assist NB by opening up trade and operational secrets including but not limited to packaging, handling protocols, cultivation techniques, greenhouse technologies, nutrients and distribution relationships.

2. Distribution Agreement. EG will be marketing and distributing the produce cultivated by NB under the Edible Garden brand through local grocery store chains, Big Box retailers, as well as specialty retailers throughout the mentioned markets. EG commission will be up to 10% of selling price.

3. Structure and Process. NB will be responsible for the cultivation and packaging of produce according to Edible Garden standards. NB will be responsible for the transportation and distribution of the product to retail stores. EG will be responsible for the sales, branding and marketing of the Edible Garden brand throughout NB local market. EG will establish relationships with produce buyers at local retail stores. All orders will be processed by EG and furnished to NB for production and fulfillment. EG will handle invoicing and collections to retail stores. EG will be invoiced by NB for their

COGS. EG will pay NB invoice within 5 business days after constructively receiving payment from retailers.

4. Confidential Information. EG and NB each agree to hold the confidential and proprietary information and trade secrets obtained from the other in confidence and not to use or disclose such confidential and proprietary information and trade secrets to third parties without the consent of the other party, except that each of parties may disclose such information to their respective employees and agents who need to know such information for the purposes of evaluating the Transaction. If the Transaction is not consummated, EG agree to promptly return to the rightful owner all tangible information and documents delivered pursuant to this letter and destroy all compilations, studies of other documents prepared by or for the recipient's use which reflect the information so delivered without retaining copies thereof. The parties agree that the provisions contained in this paragraph shall survive the termination of this letter or other indication by the parties hereto of their intention not to proceed with the Transaction.

5. Exclusivity. During this contract, each party hereto agrees that it will not, nor will it permit any of its respective representatives to, directly or indirectly, solicit, initiate, or encourage any inquiries or proposals from, discuss or negotiate with, or provide any information to, any third persons or parties relating to (i) any transaction involving distribution of produce to retail stores by NB and EG, or (ii) any transaction the completion of which would likely make the Transaction impractical or impossible to complete.

7. Indemnification. Each of EG and NB agrees to indemnify and hold harmless the other from any and all claims, liabilities, damages, actions, causes of action, demands, costs and expenses of every kind or nature, including, without limitation, reasonable attorneys' fees and court costs and fees and costs of any appeals, arising out of, relating to or resulting from the assertion of any obligation to pay or the payment of any broker or finder's fees or other commissions in connection with the transactions contemplated by this letter.

8. Expenses. Each party shall be responsible for the payment of its own expenses in connection with the Transaction, including all expenses associated with the negotiation and preparation of the definitive agreements.

[Signature page follows]

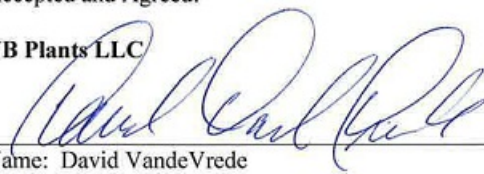
If the foregoing accurately sets forth your understanding concerning this matter, please acknowledge your concurrence by signing the enclosed copy of this letter in the space indicated below. I look forward to the successful completion of the Transaction.

Sincerely,

EDIBLE GARDEN

By: 
Name: Ken VandeVrede
Title: President

Accepted and Agreed:

NB Plants LLC

Name: David VandeVrede
Title: CEO

Terra Tech Subsidiary, Edible Garden, Signs Distribution Contract with GroRite Garden Centers Increasing Revenue and Production Capabilities

(Irvine, CA) Terra Tech Corp (OTCBB: TRTC), a leader in sustainable agricultural products, is pleased to announce it has signed a distribution deal with New Jersey based GroRite Garden Centers, a greenhouse farming retail superstore. Under the terms of the deal GroRite will be purchasing a majority of their plants for retail sale from Edible Gardens. Forecasting from prior year's sales Edible Garden anticipates this portion of the contract to be worth close to \$500,000 in annual revenue.

In addition, Edible Garden will be converting 35,000 sq ft of existing greenhouse space at GroRite's Lincoln Park store into a hydroponic lettuce cultivation facility. This facility will produce close to 12,000 heads of hydroponically grown lettuce weekly for sale throughout the northeast as well as in their existing retail store. At full production this facility can generate up to \$800,000 in sales to Edible Garden. The company anticipates harvesting their first crop of living lettuce by year-end 2013.

"The beauty of this deal is that we will have commercial production taking place within a retail setting," said Ken Vande Vrede, COO of Terra Tech. "Consumers will be able to purchase this product at GroRite a few feet away from where it is being grown. What we don't sell in Lincoln Park will be distributed to local grocers and other specialty retailers within a few hours drive of the facility."

Terra Tech is working aggressively to expand the Edible Garden brand throughout the US. By partnering with local farmers who grow sustainable produce utilizing hydroponic methods, the company can increase distribution and market penetration quickly. Even though the brand will be national, each region throughout the US will have local farmers who produce and distribute within their local market. The company is currently in talks with urban farmers in multiple locations throughout the US.

"Our model has actually simplified quite a bit. We have no intention of purchasing additional farms, which would dilute shareholders. We will however partner with other urban farmers throughout the US who wish to cultivate under our standards and our brand. Utilizing distribution contracts we will market and sell their locally grown, sustainable produce in their respective markets. Under this structure Terra Tech would see 100% of the revenue stream while earning a healthy distribution fee without the overhead, capital expense and cultivation risk associated with owning multiple farms," said Derek Peterson CEO of Terra Tech.

For more information about Terra Tech Corp visit: www.terratechcorp.com

Visit us on Facebook @ <http://www.facebook.com/terratechcorp>

Follow us on Twitter @terratechcorp

For more information about GroRite Garden Center visit: <http://www.grorite.com>

For more information about NB Plants visit: <http://www.eatherbs.com>

Visit Edible Garden on Facebook @ <https://www.facebook.com/ediblefarms>

About Terra Tech

Through its wholly-owned subsidiary GrowOp Technology, Terra Tech Corp. specializes in controlled environment agricultural technologies. The company integrates best-of-breed hydroponic equipment with proprietary software and hardware to provide sustainable solutions for indoor agriculture enterprises and home practitioners. Through their wholly-owned subsidiary Edible Garden Corp. they cultivate hydroponically grown produce and distribute through major retailers throughout the country. Terra Tech Corp. was incorporated in July 2008 in the State of Nevada; its subsidiary GrowOp Technology was founded March 2010, in Oakland, California.

FOR MORE INFORMATION:

Media Contacts:

Lindsay Wiemer
Lindsay@terratechcorp.com
855-447-6967 ext 703

Investor Relations:

Bill Clayton
Independence Financial Ltd.
Toll-Free: (888) 603-2896
Direct: (480) 414-1897
Email: info@terratechcorp.com

Statements in this press release may be “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as “anticipate”, “believe”, “estimate”, “expect”, “intend” and similar expressions, as they relate to the company or its management, identify forward-looking statements. These statements are based on current expectations, estimates and projections about the company's business based, in part, on assumptions made by management. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict. Therefore, actual outcomes and results may, and probably will, differ materially from what is expressed or forecasted in such forward-looking statements due to numerous factors, including those described above and those risks discussed from time to time in Terra Tech Corp.'s filings with the Securities and Exchange Commission. In addition, such statements could be affected by risks and uncertainties related to Terra Tech Corp.'s (i) product demand, market and customer acceptance of its equipment and other goods, (ii) ability to obtain financing to expand its operations, (iii) ability to attract qualified sales representatives, (iv) competition, pricing and development difficulties, (v) ability to integrate GrowOp Technology Ltd. into its operations as a reporting issuer with the Securities and Exchange Commission, and (iv) general industry and market conditions and growth rates and general economic conditions. Any forward-looking statements speak only as of the date on which they are made, and the company does not undertake any obligation to update any forward-looking statement to reflect events or circumstances after the date of this release. Information on Terra Tech Corp.'s website does not constitute a part of this release.

Terra Tech Subsidiary, Edible Garden, Signs Distribution Deal with NB Plants With Projected Annual Revenue of \$2 Million

(Irvine, CA) Terra Tech Corp (OTCBB: TRTC), a leader in sustainable agricultural products, is pleased to announce it has signed a distribution deal with New Jersey based NB Plants, a hydroponic greenhouse grower of specialty plants. Under the terms of the deal, Edible Garden will have first right to purchase NB Plants entire crop throughout the year. Edible Garden has been establishing vendor relationships with major retailers in the northeast to distribute the product. Forecasting from the prior year's sales, Edible Garden anticipates this contract to be worth up to \$2,000,000 in annual revenue.

"This is another valuable relationship that is consistent with our revised business model. By assuming a distribution and branding role throughout the country we have the ability to expand faster without carrying the burdensome operating risk associated with owning multiple farms," explains Ken Vande Vrede, COO of Terra Tech. "While we weren't able to execute a full merger at this point due to certain prohibitive covenants in the company's debt structure, we were able to ink a distribution deal which has significant value for us without the dilution or expense of the merger."

Edible Garden will be purchasing produce as well as annuals and perennials to sell throughout the Northeast. Currently Edible Garden, a premier brand of local and sustainably grown produce, is available at approximately 400 major grocery store chains such as Shoprite, Food Emporium and others throughout New Jersey, New York, Delaware, Maryland, Connecticut, and Pennsylvania. This distribution relationship gives the company access to additional product in order to meet demand.

"This agreement is extremely important for us to bridge the gap until we finish construction on our new five-acre hydroponic facility. Once we are finished at the end of the year, our capacity will have grown significantly and we anticipate keeping this contract in place in order to further the company's reach in the northeast," said Derek Peterson, CEO of Terra Tech. "Additionally our objective is to sign multiple contracts throughout the US establishing Edible Garden as a national brand of sustainably cultivated, locally-grown hydroponic produce. We want our customers to know they can expect high quality nutritious produce whether they reside in New Jersey, Connecticut or Chicago."

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Follow us on Twitter @[@terratechcorp](https://twitter.com/terratechcorp)

For more information about NB Plants visit: <http://www.eatherbs.com>

Visit Edible Garden on Facebook @ <https://www.facebook.com/ediblefarms>

About Terra Tech

Through its wholly-owned subsidiary GrowOp Technology, Terra Tech Corp. specializes in controlled environment agricultural technologies. The company integrates best-of-breed hydroponic equipment with proprietary software and hardware to provide sustainable solutions for indoor agriculture enterprises and home practitioners. We work closely with expert horticulturists, engineers, and plant scientists to develop and manufacture advanced proprietary products for the fast-growing urban agricultural industry as well as individual hobbyists. Large companies, small urban farmers, home enthusiasts, and traditional greenhouse growers utilize our products. Our complete product line is available at specialty retailers throughout the United States, and via our website. Terra Tech Corp. was incorporated in July 2008 in the State of Nevada; its subsidiary GrowOp Technology was founded March 2010, in Oakland, California.

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\Terra Tech Subsidiary Announces Second Quarter 2013 Revenue Guidance

Irvine, May 15, 2013 (GLOBE NEWSWIRE) -- Terra Tech Corp ([TRTC](#)), a leader in sustainable hydroponic produce cultivation, today announced revenue guidance of \$800,000 for the second quarter 2013.

Sales through Edible Garden and its line of locally grown hydroponic produce, which is distributed throughout the Northeast, have been strong for Terra Tech since the close of the merger in April. To date the company has recognized sales of approximately \$200,000 in the second quarter, which is an increase of 300% compared to Q2 2012.

"Management is pleased to announce its anticipated strong revenue growth for the company's second quarter 2013," stated Derek Peterson, CEO of Terra Tech. "We expect Q2 2013 to be a record quarter for Terra Tech primarily due to the successful integration of Edible Garden. We believe that we are well positioned throughout the Northeast and forecast our revenue growth will come from our line of Living Produce. The company is dedicated to its strategy of securing new contracts, entering new markets through partnerships, and improving shareholder value.

Edible Garden's living produce is hydroponically cultivated and delivered to stores with its root system intact. The produce is never cut or truly harvested resulting in a live product that continues to grow ensuring consumers the freshest and most nutritious produce available. Their products are available in approximately 400 retailers throughout New Jersey, Connecticut, Delaware, Maryland, New York and Pennsylvania. You can read more about the benefits of living herbs by [*clicking here...*](#)

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Follow us on Twitter @[terratechcorp](https://twitter.com/terratechcorp)

For more information about NB Plants visit: <http://www.eatherbs.com>

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FORWARD-LOOKING STATEMENTS

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