

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington D.C. 20549
FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): August 5, 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 a Material Definitive Agreement.

On May 6, 2013 the Company filed a Current Report on Form 8-K (the “May 6, 2013 Form 8-K”), with the Securities and Exchange Commission, disclosing, among other things, under Item 1.01 of the May 6, 2013 Form 8-K, that “[i]n connection with the share exchange with Edible Garden, the Company and Amy Almsteier [the Selling Shareholder] entered Stock Redemption Agreement dated May 6, 2013, pursuant to which the Company redeemed 500,000 shares of common stock of the Company from Ms. Almsteier for consideration of \$5.00,” but the Stock Redemption Agreement mistakenly states that the Company redeemed 11,700,000 shares of common stock.

On August 5, 2013, the Company and Amy Almsteier entered into Amendment No. 1 to Stock Redemption Agreement, to clarify the Ms. Almsteier redeemed 500,000 shares of common stock of the Company on May 6, 2013, and correct a typographical error referencing 11,700,000 shares of common stock (which should have stated 500,000 shares) in the Stock Redemption Agreement.

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

Exhibit	Description
10.1	Amendment No. 1 to Stock Redemption Agreement, dated August 5, 2013, by and between the Company and Amy Almsteier.

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: August 5, 2013

By: /s/ Derek Peterson

Name: Derek Peterson

Title: President and Chief Executive Officer

EXHIBIT INDEX

Exhibit	Description
10.1	Amendment No. 1 to Stock Redemption Agreement, dated August 5, 2013, by and between the Company and Amy Almsteier.

**AMENDMENT NO. 1
TO
STOCK REDEMPTION AGREEMENT**

This Amendment No. 1 (this "Amendment") to that certain Stock Redemption Agreement dated May 6, 2013 (the "Stock Redemption Agreement"), by and between Amy Almsteier (the "Selling Shareholder") and Terra Tech Corp., a Nevada corporation (the "Company"), is made this 5th day of August, 2013, by and between the Selling Shareholder and the Company (collectively, the "Parties").

RECITALS

WHEREAS, pursuant to the Stock Redemption Agreement, the Company has redeemed 500,000 shares of common stock of the Company from the Selling Shareholder; and

WHEREAS, on May 6, 2013 the Company filed a Current Report on Form 8-K (the "May 6, 2013 Form 8-K"), with the Securities and Exchange Commission, disclosing, among other things, under Item 1.01 of the May 6, 2013 Form 8-K, that "[i]n connection with the share exchange with Edible Garden, the Company and Amy Almsteier [the Selling Shareholder] entered Stock Redemption Agreement dated May 6, 2013, pursuant to which the Company redeemed 500,000 shares of common stock of the Company from Ms. Almsteier for consideration of \$5.00," but the Stock Redemption Agreement mistakenly states that the Company redeemed 11,700,000 shares of common stock.

WHEREAS, the Parties desire to correct the Stock Redemption Agreement to clarify that under the Stock Redemption Agreement, the Company redeemed 500,000 shares, and not 11,700,000 shares, of common stock of the Company from the Selling Shareholder.

NOW THEREFORE, in consideration of covenants and agreements contained herein and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties hereto, the Parties agree as follows:

1. Definitions. All defined terms used herein shall have the meaning assigned to them in the Stock Redemption Agreement unless otherwise defined herein, and all of the terms of the Stock Redemption Agreement shall continue to apply unless as amended hereby.

2. Amendment to the Stock Redemption Agreement. The Parties agree that Recital "A" to the Stock Redemption Agreement contained a typographical error by incorrectly stating that "Redemption Shares" referenced "11,700,000" shares of common stock held by the Selling Shareholder. The Parties further agree that "Redemption Shares" meant 500,000 shares of common stock held by the Selling Shareholder and confirm that the disclosure under Item 1.01 of the May 6, 2013 Form 8-K was true and correct when filed.

3. Continuing Effect of the Stock Redemption Agreement. Except as specifically set forth herein, the Stock Redemption Agreement shall remain in full force and effect and shall not be waived, modified, superseded or otherwise affected by this Amendment. This Amendment is not to be construed as a release, waiver or modification of any of the terms, representations, warranties, covenants, rights or remedies set forth in the Stock Redemption Agreement, except as specifically set forth herein.

4. Counterparts. This Amendment may be executed in several counterparts and by facsimile or scanned e-mail attachment, and each such counterpart, facsimile or scanned e-mail attachment so executed shall constitute one and the same Amendment.

5. Effective Date. This Amendment has been executed by the Parties hereto as of the day and year first written.

6. Entire Agreement. The Stock Redemption Agreement and this Amendment contain all of the terms and conditions agreed upon by the Parties relating to the subject matter of the Stock Redemption Agreement and supersede all prior agreements, negotiations, correspondence, undertakings, and communications of the Parties, whether oral or written, respecting that subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Stock Redemption Agreement as of the date first above written.

SELLING SHAREHOLDER:

THE COMPANY:

TERRA TECH CORP.

/s/ Amy Almsteier

Name: Amy Almsteier

/s/ Derek Peterson

Name: Derek Peterson