

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): **July 31, 2014**

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.)

4700 Von Karman, Suite 110
Newport Beach, California 92660

(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.

Effective July 30, 2014, Terra Tech Corp., a Nevada corporation (the “Company”), entered into a letter agreement (the “Letter Agreement”) dated July 30, 2014, with Dominion Capital LLC (“Dominion”), amending that certain Securities Purchase Agreement (the “Purchase Agreement”), dated February 5, 2014, by and between the Company and Dominion. The Company received the countersigned Letter Agreement on July 31, 2014. Pursuant to the terms and conditions of the Letter Agreement, the funding obligations of Dominion under the Purchase Agreement were accelerated. On July 31, 2014, Dominion funded, in a single tranche, \$2,750,000, to the Company. Such \$2,750,000 was the balance of \$6,550,000 due to the Company under the Purchase Agreement.

The Company originally made disclosure of the Purchase Agreement, in a Current Report on Form 8-K filed with the Securities and Exchange Commission (the “Commission”) on February 10, 2014, as amended in an Amendment No. 1 to Form 8-K filed with the Commission on February 14, 2014.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

Exhibit	Description
10.1	Letter Agreement dated July 30, 2014, by and between Terra Tech Corp. and Dominion Capital LLC.

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, 2014

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

Exhibit List

<u>Exhibit</u>	<u>Description</u>
10.1	Letter Agreement dated July 30, 2014, by and between Terra Tech Corp. and Dominion Capital LLC.

July 30, 2014

Terra Tech Corp.
18101 Von Karman
Third Floor
Irvine, CA 92612

Re: Amendment to Securities Purchase Agreement (the "Amendment")

Ladies & Gentlemen:

Reference is made to that certain Securities Purchase Agreement dated as of February 5, 2014, between Dominion Capital LLC (including certain assignees thereto) ("Dominion" or "we") and Terra Tech Corp. (the "Company" or "you") (the "SPA"). All capitalized terms not defined herein will carry the same meanings and definitions in the SPA.

The Company has requested and we have agreed to accelerate the remaining amount due pursuant to the SPA, with a final closing and funding date set for July [25], 2014 (the "Ultimate Closing"). To that end, we have agreed to amend each of Sections 2.1 and 2.2 of the SPA to specifically provide for a closing of \$2,750,000. All Closing Conditions in Section 2.4 of the SPA, and all Representations and Warranties in Article III shall remain unaltered, modified or amended by this Amendment. Furthermore, the Other Agreements of the Parties in Article IV of the SPA will remain in force, and, specifically (without limitation of any other provision or section of Article IV, Section 4.11(b) with the reservation of at least 400% of the Required Minimum in the form of a letter executed by the Company's transfer agent shall be in force and valid prior to this Ultimate Closing.

Finally the Company and we agree that in consideration of this Amendment and the undertakings thereunder, the Company agrees to file, within two (2) business days of the Ultimate Closing, a registration statement on Form S-1 with the Securities and Exchange Commission that will register all shares of the Company's Common Stock into which the Notes and Warrants convert that have been issued pursuant to the SPA. The parties agree that that number is 95,427,643 shares in respect of the Notes and 11,491,228 in respect of the Warrants or 106,918,871 shares in total.

This Amendment may be executed two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the SPA to be duly executed by their respective authorized signatories as of the date first indicated above.

DOMINION CAPITAL LLC

/s/ Mikhail Gurevich

BY: Mikhail Gurevich
ITS: Managing Member

TERRA TECH CORP.

/s/ Derek Peterson

BY: Derek Peterson
ITS: CEO

