
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): February 28, 2019 (February 26, 2019)

TERRA TECH CORP.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

000-54258

(Commission
File Number)

26-3062661

(IRS Employer
Identification No.)

2040 Main Street, Suite 225

Irvine, California 92614

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(855) 447-6967**

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by checkmark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Forward-looking Statements

Statements in Exhibit 99.1 to this Current Report on Form 8-K 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 Terra Tech Corp. (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 the Company’s filings with the Securities and Exchange Commission. In addition, such statements could be affected by risks and uncertainties related to: (i) our ability to integrate Black Oak Gallery, a California corporation, into the Company’s operations, (ii) product demand, market, and customer acceptance of the Company’s products, (iii) the Company’s ability to obtain financing to expand our operations, (iv) the Company’s ability to attract qualified sales representatives, (v) competition, pricing and development difficulties, (vi) the Company’s ability to conduct the business of IVXX, Inc., the contemplated businesses of MediFarm, LLC, MediFarm I, LLC, and MediFarm II, LLC, if there are changes in laws, regulations, or government policies related to cannabis, (vii) the Company’s ability to conduct operations if disease, insects, or mites affect Edible Garden Corp.’s produce, herbs, and floral products, and (viii) 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 Form 8-K.

Item 1.01 Entry into a Material Definitive Agreement.

On February 26, 2019, Terra Tech Corp. (the “Company”) entered into a Securities Purchase Agreement (the “SPA”) with Forever Green NV (“Forever Green”) and Forever Young Investments, L.L.C. (“Forever Young”) pursuant to which the Company purchased Forever Green’s 50% membership interest in MediFarm I LLC (“MediFarm I”), Forever Green’s 15% membership interest in MediFarm II, LLC (“MediFarm II”), and Forever Young’s 50% membership interest in MediFarm I Real Estate, LLC (“MediFarm I RE”) for aggregate consideration of \$6,250,000. MediFarm I owns the Company’s Blüm dispensary located at 1085 S. Virginia St. Suite A, Reno, NV 89502, and MediFarm I RE owns the building which houses the dispensary. Closing of the SPA is subject to the approval of the Nevada Department of Taxation, which the Company expects to receive in approximately 60-90 days. Following closing, the Company will own 100% of MediFarm I, 100% of MediFarm RE and 70% of MediFarm II.

Also on February 26, 2019, the Company, MediFarm I, MediFarm II, MediFarm I RE and other parties (collectively, the “Terra Tech Parties”) entered into a Settlement Agreement and Release (the “Settlement Agreement”) with Heidi Loeb Hegerich, Forever Green and Forever Young (collectively, the “Loeb Parties”) pursuant to which the Terra Tech Parties and the Loeb Parties agreed to settle and dismiss with prejudice the lawsuit filed by the Loeb Parties against the Terra Tech Parties in the Second Judicial District of the County of Washoe, State of Nevada, Case Number CV-18-02322 on November 21, 2018 (the “Lawsuit”). Entering into the Settlement Agreement is not an admission or acknowledgement of liability or responsibility on the part of the Company in connection with the Lawsuit.

The only material relationship between the Company and Ms. Hegerich, Forever Green and Forever Young, other than in respect of the SPA and the Settlement Agreement, was their membership in MediFarm I, MediFarm II and MediFarm I RE.

The foregoing descriptions of the SPA and Settlement Agreement are qualified in their entirety by reference to the full text of such documents, copies of which are filed as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K (this “Report”) and which are incorporated by reference herein in their entirety.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The information disclosed under Item 1.01 of this Report is incorporated by reference into this Item 2.01 in its entirety.

Item 7.01 Regulation FD Disclosure.

On February 28, 2019, the Company issued a press release announcing that it has entered into the SPA and the Settlement Agreement. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

The information contained in this Item 7.01, and in Exhibit 99.1, referenced herein is being furnished and shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act or incorporated by reference in any filing under the Securities Act, unless the Company expressly so incorporates such information by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

Exhibit	Description
10.01	Securities Purchase Agreement
10.02	Settlement Agreement
99.1	Press Release, dated February 28, 2019

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.

Date: February 28, 2019

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

SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT (this "**Agreement**") is made effective as of the 26th day of February 2019 (the "**Effective Date**") by and between FOREVER GREEN NV, a Nevada limited liability company ("**FG-NV**"), FOREVER YOUNG INVESTMENTS, L.L.C., a Nevada limited liability company ("**FYI**") along with FG-NV, collectively, the "**Seller**" and TERRA TECH CORP., a Nevada corporation ("**Purchaser**") with respect to the following facts and circumstances: (i) FG-NV owns a 50% Percentage Interest in Medifarm I, LLC, a Nevada limited liability company ("**Medifarm I**") and a 15% Percentage Interest in Medifarm II, LLC, a Nevada limited liability company ("**Medifarm II**"); and FYI owns a 50% Percentage Interest (the "**Medifarm RE Securities**") in Medifarm I Real Estate, LLC, a Nevada limited liability company ("**Medifarm RE**"); (ii) the Seller's ownership in Medifarm I and Medifarm II shall be referred to as the "**Subject Securities**"; (iii) Seller has agreed to sell to the Purchaser and Purchaser has agreed to purchase all of Seller's right, title, and interest in and to the Subject Securities along with Seller's ownership in Medifarm RE (Medifarm I and Medifarm II and are collectively referred to as the "**Operating Entities**"); (iv) the Subject Securities and Medifarm RE Securities are uncertificated; (v) this Agreement is the Medifarm Entities Securities Purchase Agreements as set forth in that certain Settlement Agreement and Release (the "**Settlement Agreement**") dated February 26, 2019 by several parties, including the Seller, Purchaser, the Operating Entities and Medifarm RE; and (vi) the sale of the Subject Securities and Medifarm RE Securities are each subject to the Operating Agreements of Medifarm I dated August 12, 2014, Medifarm II dated August 12, 2014 and Medifarm RE dated October 6, 2015 (collectively, the "**Operating Agreements**").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. *Sale.* Seller hereby sells, assigns, transfers, and delivers to Purchaser, and Purchaser hereby purchases from Seller, all of Seller's right, title, and interest in and to the Subject Securities and Medifarm RE Securities under the terms and subject to the conditions set forth in this Agreement. An express condition to the Sale of the Subject Securities and Medifarm RE Securities is: (i) that when the Seller executes and delivers this Agreement, it will also sign (and notarize as required) and deliver for each of the Operating Entities, a Notice of Transfer of Interest and Nevada Business Registration Form, copies of which are attached hereto as Exhibit A (the "**State of Nevada Transfer and Notice Filings**") and incorporated by reference herein; (ii) execute such consents or minutes as is required to satisfy the provisions of Section 11.3 of the Operating Agreements (Permitted Transfers); and (iii) execute all documentation required by the Operating Agreement of Medifarm RE with respect to certain transactions and agreements by the members of Medifarm RE expected to take effect simultaneously with the Effective Date, including, the approval and consent to a disproportionate distribution that will be delivered to the Seller on or before the Effective Date with a catch-up distribution to the Buyer equal to the amount Seller receives (collectively, the "**Pre-Effective Date Distribution**"). In addition to the State of Nevada Transfer and Notice Filings, Seller agrees that it will timely and diligently execute and deliver all and all further documentation that each Operating Entity or Purchaser is required to executed by the Nevada Department of Taxation ("**NV-DOT**") or the governmental agencies having jurisdiction over the business operations for each of the Operating Entities or Medifarm RE. Each party to this Agreement shall be fully responsible for any and all taxes (income or otherwise) that may result from this Agreement and the Purchase Price. The Company will report the terms of this Agreement, to the extent required, and the payments hereunder for taxes and all other purposes that may require the reporting of such transaction.

2. *Purchase Price.* The purchase price to be paid by Purchaser to Seller for the Subject Securities and Medifarm RE Securities (the "**Purchase Price**") is SIX MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 CENTS (\$6,250,000.00), which shall be allocated as follows: (i) \$5,650,000 for Seller's Percentage Interests in the Operating Entities; and; (ii) \$600,000.00 for Seller's Percentage Interest in Medifarm RE, which amount shall be offset by the amount of the Pre-Effective Date Distribution delivered by Medifarm RE to Seller. At the Closing (defined below), the balance of the Purchase Price will be delivered to the Seller. It is agreed and acknowledged by Seller and Purchaser that the Settlement Agreement has additional obligations (financial or otherwise) and are not part of or subject to the terms of this Agreement. To the extent this a conflict between the Settlement Agreement and this Agreement regarding the purchase of the Subject Securities or Medifarm RE Securities, this Agreement shall control.

3. *Closing.* The closing for the sale of the Subject Securities and Medifarm RE Securities (the "**Closing**") shall take place no later than two (2) business days after the Operating Entities receives written approval from the NV-DOT approving the transfer of the Subject Securities to the Purchaser. The Closing shall take place at the offices of the Purchaser or such other place and at a time as the parties mutually agree. Once the relevant terms and conditions outlined in this Agreement are satisfied and the Purchase Price has been received by the Seller and given the Subject Securities and Medifarm RE Securities are uncertificated, the Subject Securities and Medifarm RE Securities shall each be deemed transferred in full at the Closing and the Seller shall have no ownership rights of any kind in each of the Operating Entities or Medifarm RE.

4. *Administrative Matters and Ongoing Cooperation.*

(a) *Administrative Matters.* Simultaneously with the Closing, Medifarm I and Medifarm RE shall file with the Nevada Secretary of State an amendment to their respective annual list to remove in full I. Heidi Loeb Hegerich as a Manager.

(b) *Ongoing Cooperation.* In addition to the Seller's obligations with respect to the sale of the Subject Securities and Medifarm RE Securities and obligation to deliver fully executed State of Nevada Transfer and Notice Filings, Seller agrees to cooperate with the Purchaser and each Operating Entity and Medifarm RE in any manner regarding its business and related licensing matters, including, without limitation any internal investigation, any administrative, regulatory, or judicial proceeding or any dispute with a third party. In addition, Seller understands and agrees that the cooperation of some or all of their agents may include, but not be limited to, being available to the Purchaser, the Operating Entity or Medifarm RE upon reasonable notice to perform such services as well as to provide interviews and factual investigations; appearing at the request of the Purchaser, Operating Entities or Medifarm RE to give testimony without requiring service of a subpoena or other legal process; volunteering to the Purchaser, each Operating Entity or Medifarm RE pertinent information and turning over to the Purchaser, each Operating Entity or Medifarm RE all relevant documents which are or may come into the Seller's possession at all times and on schedules that are mutually agreed upon.

5. *Representations and Warranties.* Seller represents and warrants to Purchaser that: (i) Seller owns the Subject Securities and Medifarm RE Securities beneficially and of record, free and clear of all liens, charges, equities, restrictions, and encumbrances (collectively, “*Claims*”), and Seller has all requisite authority to sell, transfer, and deliver the Subject Securities and Medifarm Securities RE to Purchaser, in accordance with this Agreement, free and clear of all Claims; and (ii) the sale by Seller of the Subject Securities and Medifarm RE Securities will not constitute a breach or violation of, or default under, under any agreement or other instrument by which Seller is bound.

6. *Miscellaneous.* Capitalized terms used but not otherwise defined herein shall have those meanings ascribed to them in the Operating Agreements. This Agreement shall be interpreted and governed by the laws of the State of Nevada, without regard to its principles of conflicts of laws, and the exclusive jurisdiction for resolution of any dispute hereunder shall be binding arbitration proceedings conducted in Clark County, Nevada by a one-member arbitration panel of the American Arbitration Association in accordance with its rules and regulations. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Agreement may be accomplished by facsimile or electronic transmission of this Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter contained herein, and supersedes any prior written or oral agreements between them with respect thereto, and there are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto relating to the subject matter contained herein which are not fully expressed herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

SELLER:

FOREVER GREEN NV,
a Nevada limited liability company

/s/ I. Heidi Loeb Hegerich

I. Heidi Loeb Hegerich, Manager

FOREVER YOUNG INVESTMENTS, L.L.C.,
a Nevada limited liability company

/s/ I. Heidi Loeb Hegerich

I. Heidi Loeb Hegerich, Manager

PURCHASER:

TERRA TECH CORP.,
a Nevada limited liability company

/s/ Derek Peterson

Derek Peterson, President

OPERATING ENTITY CONSENTS

In accordance with the Operating Agreement for each Operating Entity and Medifarm RE, the undersigned hereby consents to the transfer of the Subject Securities and/or Medifarm RE Securities as provided for under this Agreement and confirms that the provisions of Section 11.3 of the Operating Agreement for each Operating Entity and/or Medifarm RE have been satisfied.

MEDIFARM I, LLC,
a Nevada limited liability company

MEDIFARM I REAL ESTATE, LLC
a Nevada limited liability company

/s/ Derek Peterson
Derek Peterson, Manager

MEDIFARM II, LLC,
a Nevada limited liability company

/s/ Derek Peterson
Derek Peterson, Manager

/s/ Derek Peterson
Derek Peterson, Manager

The undersigned hereby joins in the execution of this Agreement to consent to and approve the provisions of Section 4(a) and with respect to the Pre-Effective Date Distribution and offset right to the Purchase Price as set forth in Section 2 of this Agreement.

/s/ I. Heidi Loeb Hegerich
I. HEIDI LOEB HEGERICH, Personally

EXHIBIT A

STATE OF NEVADA TRANSFER AND NOTICE FILINGS FOR EACH OPERATING ENTITY

SETTLEMENT AGREEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED, by and between the following Parties (each one a “Party,” and all of them respectively and collectively, the “Parties”): (i) on the one hand, Terra Tech Corp., a Nevada corporation (“Terra Tech”), Derek Peterson, a.k.a. Derek Oppedisano, an individual (“Peterson”), Amy Almsteier, a.k.a. Amy Oppedisano, an individual (“Almsteier”), Michael Nahass, an individual (“Nahass”), Michael James, an individual (“James”), Mikel Alvarez, an individual (“Alvarez”), Garrett Alvarez, an individual (“Garrett”), Mikel Alvarez, as the Trustee of the Alvarez Family Trust (“Alvarez Family Trust”), Alvy Enterprises, LLC, a revoked Nevada limited liability company (“Alvy”), Jesse Haw, an individual (“Haw”), Nevada MF LLC, a Nevada limited liability company (“Nevada MF”), Nuleaf Sparks Cultivation LLC, a Nevada limited liability company (“Nuleaf Sparks”), Nuleaf Reno Production, LLC, a Nevada limited liability company (“Nuleaf Reno”); Midgrun Eats L.L.C., a Nevada limited liability company (“Midgrun”), Western Eats L.L.C., a Nevada limited liability company (“Western”), Sament Capital Investments, Inc., a California corporation (“Sament”), and Medifarm III, LLC, a Nevada limited liability company (“Medifarm III”) (Terra Tech, Peterson, Almsteier, Nahass, James, Alvarez, Garrett, Alvarez Family Trust, Alvy, Haw, Nevada MF, Nuleaf Sparks, Nuleaf Reno, Midgrun, Western, Sament, and Medifarm III, respectively and collectively, the “Terra Tech Parties”); and (ii) on the other hand, Medifarm I, LLC, a Nevada limited liability company (“Medifarm I”), Medifarm I Real Estate, LLC, a Nevada limited liability company (“Medifarm RE”), Medifarm II, LLC, a Nevada limited liability company (“Medifarm II”) (Medifarm I, Medifarm RE and Medifarm II, respectively and collectively, the “Medifarm Entities”), Heidi Loeb Hegerich, an individual (“Loeb”), Forever Green NV, LLC, a Nevada limited liability company (“Forever Green”), Forever Young Investments L.L.C., a Nevada limited liability company (“Forever Young”) (Loeb, Forever Green and Forever Young, respectively and collectively, the “Loeb Parties”), for good and sufficient consideration as set forth in this Settlement Agreement and Release (the “Agreement”), the sufficiency of which is hereby acknowledged, as follows:

RECITALS

A. WHEREAS, Medifarm I is a Nevada limited liability company which operates a medical marijuana dispensary business in Reno, Nevada. Pursuant to that certain Operating Agreement of Medifarm I, LLC, dated August 12, 2014 (the "Medifarm I Operating Agreement"), Terra Tech was issued a 50% Membership Interest (as defined in the Medifarm I Operating Agreement) in Medifarm I, and Forever Green was issued a 50% Membership Interest in Medifarm I.

B. WHEREAS, Medifarm RE is a Nevada limited liability company which owns the real property at which the Medifarm I medical marijuana dispensary business is located. Pursuant to that certain Operating Agreement of Medifarm I Real Estate, LLC, dated October 6, 2015 (the "Medifarm RE Operating Agreement"), Terra Tech was issued a 50% Membership Interest (as defined in the Medifarm RE Operating Agreement) in Medifarm RE, and Forever Young was issued a 50% Membership Interest in Medifarm RE.

C. WHEREAS, Medifarm II is a Nevada limited liability company formed for the purpose of acquiring the necessary licenses for, and to own and operate, a medical marijuana cultivation business. Pursuant to that certain Operating Agreement of Medifarm II, LLC, dated August 12, 2014 (the "Medifarm II Operating Agreement"), Terra Tech was issued a 55% Membership Interest (as defined in the Medifarm II Operating Agreement) in Medifarm II, Forever Green was issued a 15% Membership Interest in Medifarm II, and Nevada MF was issued a 30% Membership Interest in Medifarm II.

D. WHEREAS, on November 21, 2018, the Loeb Parties commenced an action against the Terra Tech Parties, alleging direct and derivative claims for relief relating to the alleged mismanagement of the Medifarm Entities and conversion of corporate monies and/or assets, in the Second Judicial

E. WHEREAS, the Parties now wish to settle fully and finally all of the disputes of any nature among them, including but not limited to the Action.

NOW THEREFORE, in consideration of the recitals hereinabove and the mutual promises, payments, and undertakings herein, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

TERMS OF THE AGREEMENT

1. PAYMENT BY TERRA TECH.

- a. As a material part of this Agreement, Terra Tech shall pay to the Loeb Parties, the total sum of SIX MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$6,250,000.00) (the "Settlement Amount"). The Settlement Amount is allocated as follows:
 - i. Five Million Six Hundred Fifty Thousand Dollars and No Cents (\$5,650,000.00) in exchange for the Loeb Parties' release and transfer of their entire interest in Medifarm I and Medifarm II to Terra Tech and the successful transfer of any and all licenses, certificates, permits, special use permits, entitlements and approvals held by the Loeb Parties, related to the Medifarm Entities and their operation of the medical marijuana cultivation, production and dispensary businesses in Reno, Nevada, to Terra Tech as contemplated by the Transfer Documents (defined below); and
 - ii. Six Hundred Thousand Dollars and No Cents (\$600,000.00) in exchange for the Loeb Parties' release and transfer of their entire interest in Medifarm RE to Terra Tech.

- b. The Settlement Amount shall be paid as follows:
 - i. Five Hundred Thousand Dollars and No Cents (\$500,000.00) to be paid within forty-eight (48) hours from the mutual execution of this Agreement, the Loeb Parties execution of the Medifarm Entities Securities Purchase Agreements (as defined below) and the Loeb Parties execution of the Transfer Documents (as defined below) (the "Initial Payment"); and

- ii. Five Million Seven Hundred Fifty Thousand Dollars and No Cents (\$5,750,000.00) to be paid within five (5) business days from the successful transfer of any and all licenses, certificates, permits, special use permits, entitlements and approvals held by the Loeb Parties, related to the Medifarm Entities and their operation of the medical marijuana cultivation, production and dispensary businesses in Reno, Nevada, to Terra Tech as contemplated by the Transfer Documents (defined below) (the “Final Payment”).
- iii. The Parties acknowledge that they have not provided any warranties or representations regarding the tax consequences of this Agreement and that each Party is responsible for consulting with a tax advisor regarding the potential consequences of a settlement of this kind. Each Party agrees to indemnify and hold harmless each other Party for any tax liability it may incur as a result of this Agreement.
- c. The payments described in Section 1(b)(i)-(ii) above are payable by wire transfer to the Simons Law, PC Trust Account.
- d. Payment of the Settlement Amount is not, nor is it to be construed as, an admission or acknowledgment of liability or responsibility whatsoever on the part of the Terra Tech Parties which liability and/or responsibility is expressly denied. Rather it is in compromise, settlement, accord and satisfaction and discharge of loss, damage, claims, actions, suits and liability and to account for any misunderstandings between the Parties relating to the Medifarm Entities.

2. Release and Transfer of Membership Interests. Upon the mutual execution of this Agreement and conditioned upon Terra Tech's payment of the Settlement Amount, the Loeb Parties shall assign, convey, transfer and deliver to Terra Tech all of the Loeb Parties' rights, title and interest in and to the Loeb Parties' entire Membership Interest in the Medifarm Entities. Contemporaneously with the execution of this Agreement, and in consideration of the Settlement Amount described in Paragraph 1(a)(i) above, the Loeb Parties and Terra Tech shall execute and deliver the securities purchase and sale agreement, attached hereto as **Exhibit A** (the "Medifarm Entities Securities Purchase Agreements"), thereby releasing and transferring to Terra Tech any and all ownership interest in the Medifarm Entities the Loeb Parties may have by, through or under the Medifarm I Operating Agreement, Medifarm RE Operating Agreement and/or Medifarm II Operating Agreement. The Medifarm Entities Securities Purchase Agreements are material and integral parts hereof and are fully incorporated herein by this reference. In addition, the Loeb Parties shall execute, contemporaneously with the execution of this Agreement and the Medifarm Entities Securities Purchase Agreements, the transfer documents, attached hereto as **Exhibit B**, along with any additional documents that subsequently become necessary for the successful transfer of all licenses, certificates, permits, special use permits, entitlements and approvals relating to the Medifarm Entities and their operation of the medical marijuana cultivation, production and dispensary businesses in Reno, Nevada (collectively, the "Transfer Documents"), in order to commence the process of transferring any and all licenses, certificates, permits, special use permits, entitlements and approvals held by the Loeb Parties, related to the Medifarm Entities and their operation of the medical marijuana cultivation, production and dispensary businesses in Reno, Nevada, to Terra Tech.

3. Loeb Parties Release. Subject to the exceptions, covenants and conditions set forth in this Agreement and conditioned upon the full execution and performance of this Agreement and upon the Loeb Parties' receipt of the Settlement Amount, the Loeb Parties on behalf of themselves and their agents and officers hereby fully and forever irrevocably waive, release and discharge the Terra Tech Parties and their respective officers, owners, shareholders, partners, managers, members, directors, consultants, agents, servants, employees, attorneys, sureties, representatives, predecessors, successors, parent companies, sister companies, subsidiary companies, assigns and assignors from and against any and all demands, claims (including administrative, regulatory, or licensing claims), damages, losses, causes of action, costs (including attorneys' fees and other litigation expenses) and expenses of any character, whether known or unknown and whenever occurring, past or present, related to or resulting from or in any way connected with the Medifarm Entities, the Medifarm I Operating Agreement, the Medifarm RE Operating Agreement, the Medifarm II Operating Agreement and/or the Action; specifically, including all demands, claims and causes of action alleged, or which the Loeb Parties could have alleged, related to the Medifarm Entities and/or the Action.

4. Terra Tech Parties Release. Subject to the exceptions, covenants and conditions set forth in this Agreement and conditioned upon the full execution and performance of this Agreement and upon the Loeb Parties' execution of the Medifarm Entities Securities Purchase Agreements and successful transfer of any and all licenses, certificates, permits, special use permits, entitlements and approvals held by the Loeb Parties, related to the Medifarm Entities and their operation of the medical marijuana cultivation, production and dispensary businesses in Reno, Nevada to Terra Tech, the Terra Tech Parties on behalf of themselves and their agents and officers hereby fully and forever irrevocably waive, release and discharge the Loeb Parties and their respective officers, owners, shareholders, partners, managers, members, directors, consultants, agents, servants, employees, attorneys, sureties, representatives, predecessors, successors, parent companies, sister companies, subsidiary companies, assigns and assignors from and against any and all demands, claims (including administrative, regulatory, or licensing claims), damages, losses, causes of action, costs (including attorneys' fees and other litigation expenses) and expenses of any character, whether known or unknown and whenever occurring, past or present, related to or resulting from or in any way connected with the Medifarm Entities, the Medifarm I Operating Agreement, the Medifarm RE Operating Agreement, the Medifarm II Operating Agreement and/or the Action; specifically, including all demands, claims and causes of action alleged, or which the Terra Tech Parties could have alleged, related to the Medifarm Entities and/or the Action.

5. Stay of Action. Upon the mutual execution of this Agreement, the Parties shall execute and submit a Stipulation and Order to Stay Case to the Court presiding over the Action, staying the Action pending the Loeb Parties' transfer of the licenses, certificates, permits, special use permits, entitlements and approvals held by the Loeb Parties, related to the Medifarm Entities, to Terra Tech and Terra Tech's satisfaction of the Settlement Amount.

6. Dismissal of Action. Within three (3) business days of Terra Tech's satisfaction of the Settlement Amount, the Loeb Parties shall provide to Terra Tech's counsel an executed Stipulation and Order for Dismissal with Prejudice of the Action. Counsel for Terra Tech shall submit the Stipulation and Order for Dismissal with Prejudice to the Court for signature and will thereafter promptly file and serve copies of the Order for Dismissal with Prejudice upon all interested Parties.

7. Non-Disparagement & Confidentiality. The Parties agree that they will not disparage any other Party by making any statement about any other Party that might cause harm to any Party in its respective business or profession, or that of its respective affiliates, predecessors, successors, employees, officers, executives, agents or assigns. Each Party agrees that it will forever refrain and forbear from disclosing the terms of this Agreement to anyone other than counsel for the parties and/or the parties' financial advisors to the extent necessary for the preparation of tax returns and/or financial statements, and spouses of individual parties, except for purposes of enforcing the provisions of this Agreement, to the extent disclosure of this Agreement is required by applicable laws and regulations, or pursuant to a specific order requiring disclosure of this Agreement issued by a court of competent jurisdiction.

8. Liquidated Damages. In the event that any Party violates the Non-Disparagement and Confidentiality provisions set forth in Section 7 hereinabove, the violating Party shall immediately pay to the Party that has been disparaged, or about whom the violating Party disclosed confidential information, liquidated damages in the amount of \$50,000.00, and an additional \$50,000.00 for each violation thereafter. The Parties have computed and agreed upon the sum of \$50,000.00 per violation as a reasonable forecast of the actual loss to any Party resulting from the violation of Section 7 of this Agreement. The Parties further agree that the liquidated damages provided for herein are not a "penalty" for violating this Agreement, but rather are fair and reasonable amounts that would compensate a Party for the damages sustained due to a breach of Section 7 of this Agreement.

9. Written Statement. Upon the mutual execution of this Agreement, the Parties shall author a joint written statement for publication, substantially in the form attached hereto as **Exhibit C**, which acknowledges the mutual benefits of the sale of the Loeb Parties' interest in the Medifarm Entities to Terra Tech. The Parties will have an opportunity to negotiate, expand upon, edit, and approve any language that appears in such joint statement. For the avoidance of doubt, this Section 9 of the Agreement does not confer the right to negotiate, expand upon, edit, or approve any language that appears in any filings required by applicable law and regulations to any Party. The Parties acknowledge and agree that the publication of the joint written statement contemplated herein shall not constitute a violation of Section 7 of this Agreement.

10. Compromise of Disputed Claims. This Agreement is the compromise of disputed claims arising out of, connected with, and relating to the Action, and is not an admission of liability of any Party, all of whom expressly deny any liability.

11. Attorneys' Fees. Each Party shall bear its own costs and expenses, including attorneys' fees, in connection with the Action, including the preparation, negotiation, and execution of this Agreement. If there is a breach of any of the terms or conditions of this Agreement, the non-breaching Party shall be entitled to recover the reasonable attorneys' fees and costs of that Party in enforcing this Agreement against the breaching Party, whether or not the non-breaching Party commences an action.

12. Governing Law and Jurisdiction. Without regard to the principles of conflict of laws, Nevada law shall govern the construction, effect and validity of this Agreement. The Courts located in the State of Nevada, County of Clark, shall have and maintain the exclusive jurisdiction over any disputes arising under this Agreement.

13. Integration; Amendment. This Agreement and the documents contemplated hereby, including, but not limited to the Medifarm Entities Securities Purchase Agreement and Transfer Documents, constitute a single, integrated written contract expressing the entire agreement and understanding of the Parties hereto as to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever, whether express or implied in fact, have been made by any Party to this Agreement as to the subject matter hereof, except as specifically set forth in this Agreement or the documents contemplated hereby. All prior and contemporaneous discussions and negotiations as to the subject matter hereof have been and are merged and integrated into, and are superseded by, this Agreement. The Parties may not amend this Agreement except by a writing executed by the Parties to be bound.

14. Knowledge. Each Party certifies that it has read, knows and understands the contents of this Agreement, has had the opportunity to consult an attorney, appreciates the legal significance and consequences of signing this Agreement, and is not relying upon the representations of any other Party, person, or attorney, other than its own attorney, concerning the subject matter of this Agreement.

15. Cooperation and Further Instruments. Each Party shall do any act or thing and shall execute any and all documents or instruments necessary or proper to effectuate the provisions and intent of this Agreement.

16. Authority to Execute Agreement. Each Party hereto warrants and represents to the other Parties that it has the power, capacity and authority to enter into and execute this Agreement.

17. Severability. All terms and conditions contained herein are severable. If any court of competent jurisdiction finds any term or condition of this Agreement unenforceable, the court shall interpret this Agreement as if the Agreement did not contain such unenforceable term or condition.

18. Construction. The terms and conditions of this Agreement shall be construed as a whole, according to their fair meaning and not strictly for or against any party. The Parties acknowledge that each of them has reviewed this Agreement and had it reviewed by their attorneys. The Parties agree that any rule of construction that the interpretation of an ambiguous clause contained in this Agreement be construed against the drafting party shall not apply in the interpretation of this Agreement.

19. Captions. The captions appearing at the commencement of the sections of this Agreement are descriptive only and for convenience. They shall not define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement. The pronouns “it,” “he” and “his” as used throughout this Agreement shall include the singular, the plural, the female and neuter.

20. Waivers. One or more waivers of any covenant, term or condition of this Agreement shall not be construed as a waiver of a subsequent breach of any covenant, term or condition. The consent to approval of any act by any Party to or for the other Party that requires consent or approval shall not be deemed a waiver of, or render unnecessary, consent to or approval of any subsequent similar act. The failure of a Party to invoke the provisions of any section of this Agreement shall not be deemed as a waiver by that Party of its right to invoke such provisions. Failure of a Party to insist on strict performance of any provision or to exercise any remedy hereunder shall not be deemed a waiver of any breach relating to such provision or giving rise to such remedy. No provision of this Agreement shall be deemed waived unless such waiver is in writing and signed by the Party making the waiver.

21. No Third Party Rights. Unless specifically provided herein, the Parties have not intended for this Agreement to create, and it shall not create, any rights in any person who is not a signatory to this Agreement. Notwithstanding anything to the contrary, this Agreement is enforceable against any successor in interest to any Party to this Agreement.

22. Warranty. It is further understood and agreed that the Parties warrant, represent, covenant and agree that the parties have not sold, assigned, granted or transferred to any other person, firm, corporation or entity, any claim, counterclaim, demand, or cause of action occurring, arising or existing prior to the date of this Agreement relating to the subject matter of this Agreement. The Parties further represent that no other persons, firms, corporations or entities have any right or ownership in or to any claim, counterclaim, demand, or cause of action occurring, arising or existing prior to the date of this Agreement relating to the subject matter of this Agreement.

23. Execution in Counterparts. The Parties may sign this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall form one instrument. Electronic or facsimile copies of this Agreement and electronic or facsimile signatures of this Agreement shall be deemed originals.

24. Time. Time is of the essence in this Agreement and all provisions contained herein.

25. No Rescission. As a part of the foregoing releases, the Parties, and each of them, acknowledge that they understand and accept the risk that the facts with respect to which this Agreement is entered into may be different from the facts now known or believed by them to be true. This Agreement shall remain in all respects effective and shall not be subject to termination or rescission by virtue of any such differences in fact or by an allegation of fraud in the inducement to enter into this Agreement. In entering into this Agreement, all the Parties acknowledge that they have conducted their own independent investigation and have not relied on any statement, representation, promise, inducement or agreement not expressly contained within this Agreement.

26. Successors and Assigns. This Agreement, including the releases contained herein, shall obligate, be binding upon, extend to, and inure to the benefit of each of the successors, assigns, grantees, purchasers, and transferees of each of the parties hereto, who may assume any and all of the above-described capacities subsequent to the execution of this Agreement, including, but not limited to, any trustee appointed in any bankruptcy case or any creditor(s) or committee(s) in any such bankruptcy case.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

[SIGNATURES BEGIN ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and set forth their signatures intending to be bound thereby, as of the date set forth below.

Dated: February 26, 2019

**TERRA TECH CORP.,
a Nevada corporation**

By: /s/ Derek Peterson
Its: Chief Executive Officer

Dated: February 26, 2019

DEREK PETERSON, an individual

/s/ Derek Peterson
DEREK PETERSON

Dated: February 26, 2019

**MICHAEL JAMES,
an individual**

/s/ Michael James
MICHAEL JAMES

Dated: February 26, 2019

GARRETT ALVAREZ, an individual

/s/ Garrett Alvarez
GARRETT ALVAREZ

Dated: February 26, 2019

**ALVY ENTERPRISES, LLC,
a Nevada limited liability company**

Dated: February 26, 2019

**AMY ALMSTEIER,
an individual**

/s/ Amy Almsteier
AMY ALMSTEIER

Dated: February 26, 2019

MICHAEL NAHASS, an individual

/s/ Michael Nahass
MICHAEL NAHASS

Dated: February 26, 2019

**MIKEL ALVAREZ,
an individual**

/s/ Mikel Alvarez
MIKEL ALVAREZ

Dated: February 26, 2019

ALVAREZ FAMILY TRUST

By: /s/ Mikel Alvarez
Its: Manager

Dated: February 26, 2019

**JESSE HAW,
an individual**

By: /s/ Mikel Alvarez
Its: Manager

/s/ Jesse Haw
JESSE HAW

NEVADA MF LLC,
a Nevada limited liability company

By: /s/ Jesse Haw
Its: Manager

Dated: February 26, 2019

NULEAF RENO PRODUCTION, LLC,
a Nevada limited liability company

By: /s/ Tim Schick
Its: Chief Executive Officer

Dated: February 26, 2019

WESTERN EATS L.L.C.,
a Nevada limited liability company

By: /s/ Mikel Alvarez
Its: Manager

NULEAF SPARKS CULTIVATION LLC,
a Nevada limited liability company

By: /s/ Tim Schick
Its: Chief Executive Officer

Dated: February 26, 2019

MIDGRUN EATS L.L.C.,
a Nevada limited liability company

By: /s/ Michael Nahass
Its: Manager

Dated: February 26, 2019

SAMENT CAPITAL INVESTMENTS, INC.,
a California Corporation

By: /s/ Michael Nahass
Its: Chief Executive Officer

Dated: February 26, 2019

MEDIFARM III, LLC,
a Nevada limited liability company

By: /s/ Derek Peterson
Its: Manager

Dated: February 26, 2019

HEIDI LOEB HEGERICH, an individual

/s/ Heidi Loeb Hegerich

HEIDI LOEB HEGERICH

Dated: February 26, 2019

**FOREVER YOUNG INVESTMENTS L.L.C.,
a Nevada limited liability company**

/s/ Heidi Loeb Hegerich

Its: Managing Member

Dated: February 26, 2019

**MEDIFARM I REAL ESTATE, LLC,
a Nevada limited liability company**

/s/ Derek Peterson

Dated: February 26, 2019

**FOREVER GREEN NV, LLC,
a Nevada limited liability company**

/s/ Heidi Loeb Hegerich

Its: Managing Member

Dated: February 26, 2019

**MEDIFARM I, LLC,
a Nevada limited liability company**

/s/ Derek Peterson

Its: Manager

Dated: February 26, 2019

**MEDIFARM II, LLC,
a Nevada limited liability company**

/s/ Derek Peterson



Terra Tech Enters into Agreement to Acquire Remainder of Interest in Blüm Reno Dispensary

Irvine, CA – February 28, 2019 - Terra Tech Corp. (TRTC) ("Terra Tech") or (the "Company"), a vertically integrated cannabis-focused agriculture company, today announced it has entered into an agreement to acquire the remainder of the interest in the Blüm Reno dispensary, located at 1085 S Virginia St Suite A, Reno, NV 89502.

As a result of the agreement, Terra Tech Corp.'s ownership in the Blüm dispensary, including its cannabis licenses, will increase from 50% to 100%, and Terra Tech Corp.'s ownership in the building which houses the dispensary will increase from 50% to 100%. Closing of the agreement is subject to the approval of the Nevada Department of Taxation, which the Company expects to receive in approximately 60-90 days.

Chief Executive Officer, Derek Peterson, said, "This purchase allows us to have complete ownership and control of the Reno Blüm dispensary, which provides much-needed cannabis products to the local medical and adult-use markets, at a price that we believe accurately represents a fair value. It also settles the lawsuit with Heidi Loeb Hegerich and we are pleased to put this matter behind us and look to the future. We continue to execute against our growth strategy in Nevada, and have recently shipped our first products from our new Sparks, Nevada cultivation facility to our retail Blüm dispensaries across the state. These will be marketed to our customers and patients under our premium IVXX™ brand."

To be added to the Terra Tech email distribution list, please email TRTC@kcsa.com with TRTC in the subject line.

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About Terra Tech

Terra Tech Corp. (OTCQX: TRTC) operates through multiple subsidiary businesses including: Blüm, IVXX Inc., Edible Garden, and MediFarm LLC. Blüm's retail and medical cannabis facilities provide the highest quality medical cannabis to patients who are looking for alternative treatments for their chronic medical conditions as well as premium cannabis to the adult-use market in Nevada and California. Blüm offers a broad selection of cannabis products including; flowers, concentrates and edibles through its Oakland, CA and multiple Nevada locations. IVXX, Inc. is a wholly-owned subsidiary of Terra Tech that produces cannabis-extracted products for regulated medical cannabis dispensaries throughout California and medical and adult-use dispensaries in Nevada. The Company's wholly-owned subsidiary, Edible Garden, cultivates a premier brand of local and sustainably grown hydroponic produce, sold through major grocery stores such as ShopRite, Walmart, Ahold, Aldi, Meijer, Kroger, Stop & Shop and others nationwide. Terra Tech's MediFarm LLC subsidiaries are focused on medical and adult-use cannabis cultivation and permitting businesses throughout Nevada.

For more information about IVXX visit: <http://ivxx.com/>

For more information about Blüm Nevada visit: <http://letsblum.com>

For more information about Blüm Oakland visit: <http://blumoak.com/>

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

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

For more information about Edible Garden visit: <http://www.ediblegarden.com/>

Visit Edible Garden on Facebook @ <http://www.facebook.com/ediblefarms?fref=ts>



Cautionary Language Concerning Forward-Looking Statements

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 (vi) 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.

Contact

Philip Carlson

KCSA Strategic Communications

TRTC@kcsa.com

212-896-1238