
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): December 13, 2016

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.)

4700 Von Karman, Suite 110
Newport Beach, California 92660
(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))
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Item 1.01 Entry into a Material Definitive Agreement.

On December 13, 2016, Terra Tech Corp. (the “Company”) entered into an amendment to its 12% Convertible Promissory Note in the original principal amount of \$500,000 issued by the Company on December 14, 2015, pursuant to which the maturity date of the Note was extended by one year from December 13, 2016 to December 13, 2017. The Note was not amended or modified in any other way, and the Company is not in breach or default of any terms of the Note.

The foregoing description of the Amendment is qualified in its entirety by reference to the full text of such document, a copy of which is filed as Exhibit 10.40 to this Current Report on Form 8-K (this “Report”) and which is incorporated by reference herein in its entirety.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.40 Amendment to 12% Convertible Promissory Note, dated as of December 13, 2016

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: December 14, 2016

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

**AMENDMENT NO. 1 TO
12% CONVERTIBLE PROMISSORY NOTE**

This Amendment No. 1 (this "Amendment"), dated as of December 13, 2016, to that certain 12% Convertible Promissory Note, issued by Terra Tech Corp. (the "Borrower") to _____ (the "Lender") on December 14, 2015 (the "Note") pursuant to that certain Securities Purchase Agreement, by and between the Borrower and the Lender, dated as of December 14, 2015, is made and entered into by and between the Borrower and the Lender. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Note.

WHEREAS, the Borrower and the Lender desire to amend the Note on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, intending to be legally bound hereby, the parties agree as follows:

Section 1. Amendments to Note

1.1 The definition of "Maturity Date" in the Note is hereby amended to "December 13, 2017".

Section 2. Remainder of Note. Except as set forth herein, the Note is ratified and confirmed in all respects and shall not be amended or otherwise modified. All other terms and conditions of the Note not in conflict with the terms of this Amendment shall remain in full force and effect. In the event there is a conflict between the terms of the Note and the terms of this Amendment, the terms provided in this Amendment shall control. For the avoidance of doubt, the parties agree that no late fees, penalty interest, liquidated damages or any other amounts shall be due as a result of this Amendment.

Section 3. Governing Law. This Amendment shall be governed by, construed and enforced in accordance with the laws of the State of New York and not by choice of law principles or the laws of any other state.

Section 4. Entire Agreement and Amendments. The Note, as amended by this Amendment, embodies the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties.

Section 5. Counterparts. This Amendment (or the signature pages hereof) may be executed in any number of counterparts; all such counterparts shall be deemed to constitute one and the same instrument; and each of said counterparts shall be deemed an original hereof.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date first above written.

BORROWER:

TERRA TECH CORP.

By: _____
Name:
Title:

LENDER:

By: _____
Name:
Title: