
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): January 12, 2018

TERRA TECH CORP.

(Exact name of registrant as specified in its charter)

<u>Nevada</u>	<u>000-54258</u>	<u>26-3062661</u>
(State or other jurisdiction of incorporation)	(Commission File Number)	(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))
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Item 1.01 Entry into a Material Definitive Agreement.

Lock-Up Agreement

On January 12, 2018, Terra Tech Corp. (the “Company”) entered into a Lock-Up Agreement with Alan Gladstone, a director of the Company, pursuant to which Mr. Gladstone agreed, subject to certain exceptions, not to sell any shares of the Company’s common stock for a period of one year from the date of the Lock-Up Agreement.

The foregoing description of the Lock-Up Agreement 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 and which is incorporated by reference herein in its entirety.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

Exhibit	Description
10.40	Lock-Up Agreement, dated January 12, 2018

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: January 12, 2018

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

Lock-Up Agreement

January 12, 2018

Terra Tech Corp.
2040 Main St, Suite 225
Irvine, CA 92614

Ladies and Gentlemen:

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period specified in the following paragraph (the "Lock-Up Period"), the undersigned will not offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of any shares of Common Stock (the "Shares") of Terra Tech Corp. (the "Company"), or any options or warrants to purchase any shares of Common Stock of the Company, or any securities convertible into, exchangeable for or that represent the right to receive shares of Common Stock of the Company, whether now owned or hereinafter acquired, owned directly by the undersigned or with respect to which the undersigned has beneficial ownership within the rules and regulations of the Securities and Exchange Commission (collectively the "Undersigned's Shares"). The foregoing restriction is expressly agreed to preclude the undersigned from, during the Lock-Up Period, engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Undersigned's Shares even if such Shares would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Undersigned's Shares or with respect to any security that includes, relates to, or derives any significant part of its value from such Shares.

The initial Lock-Up Period will commence on the date hereof and continue until the twelve (12) month anniversary of the date of this Lock-Up Agreement.

Notwithstanding the foregoing, during the Lock-Up Period, the undersigned may (i) exercise any outstanding options or warrants or convert shares of preferred stock, provided that any Shares delivered upon such exercise or conversion are subject to the restrictions set forth herein, (ii) transfer the Undersigned's Shares as a *bona fide* gift or gifts, provided that the donee or donees thereof agree to be bound in writing by the restrictions set forth herein, (iii) transfer the Undersigned's Shares to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value, (iv) transfer, sell or otherwise dispose of the Undersigned's Shares to satisfy tax obligations resulting from the exercise of any stock options that otherwise would expire during the Lock-Up Period, (v) transfer the Undersigned's Shares following the commencement of a tender or exchange offer for Shares by an unaffiliated third party of the Company that is subject to the provisions of the Securities Exchange Act of 1934, as amended, (vi) transfer the Undersigned's Shares pursuant to the consummation of a business combination or similar transaction, or transfer the Undersigned's Shares following the execution of an agreement by the Company contemplating a business combination or similar transaction, in each case with an unaffiliated third party of the Company, or (vii) sell Shares at a price of \$0.55 per Share or greater. For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin.

This Lock-Up Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflict of laws principles thereof.

Very truly yours,



Name: Alan Gladstone