
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): May 2, 2018 (April 30, 2018)

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 St., 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.

On April 30, 2018, MediFarm III, LLC (“MediFarm III”), a wholly-owned subsidiary of Terra Tech Corp. (the “Company”) entered into amendments (collectively, the “Amendments”) to each of the Convertible Promissory Note issued by NuLeaf Sparks Cultivation, LLC (“NuLeaf Sparks”) to MediFarm III on October 30, 2017 (the “NuLeaf Sparks Note”) and the Convertible Promissory Note issued by NuLeaf Reno Production, LLC (“NuLeaf Reno”) to MediFarm III on October 30, 2017 (the “NuLeaf Reno Note” and collectively with the NuLeaf Sparks Note, the “Notes”). Each Amendment amends the respective Note such that if either NuLeaf Sparks or NuLeaf Reno does not receive approval from the State of Nevada for such Note to convert into 50% of the membership interests of NuLeaf Sparks or NuLeaf Reno, as applicable, by August 1, 2018, the applicable Note will become due and payable in equal quarterly installments of principal and interest beginning on November 1, 2018. Except as set forth above, the Notes were not otherwise amended.

The foregoing descriptions of the Amendments are qualified in their entirety by reference to the full text of such documents, copies of which are filed as Exhibits 4.1 and 4.2 to this Current Report on Form 8-K and which are incorporated by reference herein in their entirety.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

[4.1](#) [Amendment No. 1 to Convertible Promissory Note](#)

[4.2](#) [Amendment No. 1 to Convertible Promissory Note](#)

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: May 2, 2018

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

AMENDMENT NO. 1 TO
CONVERTIBLE PROMISSORY NOTE

This Amendment No. 1 (this "Amendment"), dated as of April 30, 2018, to that certain Convertible Promissory Note, issued by NuLeaf Reno Production, LLC (the "Obligor") to MediFarm III, LLC (the "Payee") on October 30, 2017 (the "Note") pursuant to that certain Convertible Loan Agreement, by and between the Obligor and the Payee, dated as of October 30, 2017, is made and entered into by and between the Obligor and the Payee. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Note.

WHEREAS, the Obligor and the Payee 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 Section 7 of the Note is hereby amended and restated in its entirety to read as follows:

7. Maturity Date. In the event Payee does not receive all permits, licenses and approvals which are required to be obtained from Regulatory Authorities in order to own and operate the MME Production Facility by August 1, 2018, this Note shall become due and payable in equal quarterly payments of principal and interest due thereon in lawful money of the United States of America, with the first such payment being due on November 1, 2018.

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 Nevada 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 supersede 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.

OBLIGOR:

NULEAF RENO PRODUCTION, LLC

By: _____
Name:
Title:

PAYEE:

MEDIFARM III, LLC

By: _____
Name:
Title:

AMENDMENT NO. 1 TO
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WHEREAS, the Obligor and the Payee 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:

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[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.

OBLIGOR:

NULEAF SPARKS CULTIVATION, LLC

By: _____
Name:
Title:

PAYEE:

MEDIFARM III, LLC

By: _____
Name:
Title: