

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM S-8

REGISTRATION STATEMENT
under the
SECURITIES ACT OF 1933

Terra Tech Corp.

(Exact Name of Registrant as Specified in Its Charter)

Nevada

*(State or Other Jurisdiction
of Incorporation or Organization)*

26-3062661

*(I.R.S. Employer
Identification No.)*

2040 Main Street, Suite 225

Irvine, California 92614

(Address, Including Zip Code, of Principal Executive Offices)

Terra Tech Corp. Amended and Restated 2018 Equity Incentive Plan

(Full Title of the Plan)

Michael Nahass, President

Terra Tech Corp.

2040 Main Street, Suite 225

Irvine, California 92614

(855) 447-6967

*(Name, Address and Telephone Number, Including
Area Code, of Agent For Service)*

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definition of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

If an emerging growth company, indicate by check mark 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 7(a) (2) B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered⁽¹⁾	Proposed Maximum Offering Price Per Share⁽²⁾	Proposed Maximum Aggregate Offering Price⁽²⁾	Amount of Registration Fee
Common Stock, \$.001 par value	6,400,000 shares	0.3505(2)	2,243,200(2)	\$ 291.17(2)

(1) The number of shares of common stock, par value \$.001 per share (“Common Stock”), stated above consists of: (i) an aggregate of 6,400,000 shares of Common Stock which may be sold upon the exercise of options or issuance of stock-based awards which have been granted and/or may hereafter be granted under the Terra Tech Corp. Amended and Restated 2018 Equity Incentive Plan (the “Amended and Restated 2018 Plan”). The maximum number of shares which may be sold pursuant to the Amended and Restated 2018 Plan is subject to adjustment in accordance with certain anti-dilution and other provisions of the Amended and Restated 2018 Plan. Accordingly, pursuant to Rule 416 under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement covers, in addition to the number of shares stated above, an indeterminate number of shares which may be subject to grant or otherwise issuable after the operation of any such anti-dilution and other provisions.

(2) This calculation is made solely for the purpose of determining the registration fee pursuant to the provisions of Rule 457(c) and (h) under the Securities Act as follows: (i) in the case of shares of Common Stock which may be purchased upon exercise of outstanding options, the fee is calculated on the basis of the price at which the options may be exercised; and (ii) in the case of shares of Common Stock for which options and stock-based awards have not yet been granted and the purchase price of which is therefore unknown, the fee is calculated on the basis of the average of the high and low sale prices per share of the Common Stock on the OTC Markets Group, Inc.’s OTCQX tier as of a date (October 1, 2019) within five business days prior to filing this Registration Statement. The chart below details the calculations of the registration fee:

Securities	Number of Shares	Offering Price Per Share	Aggregate Offering Price
Shares issuable upon the exercise of outstanding options granted under the Amended and Restated 2018 Plan	3,500,000	\$ 0.3505(2)(i)	\$ 1,226,750
Shares reserved for future grant under the Amended and Restated 2018 Plan	2,900,000	\$ 0.3505(2)(ii)	\$ 1,016,450
Proposed Maximum Aggregate Offering Price			\$ 2,243,200
Registration Fee			\$ 291.17

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

EXPLANATORY NOTE

In accordance with the instructional Note to Part I of Form S-8 as promulgated by the Securities and Exchange Commission, the information specified by Part I of Form S-8 has been omitted from this Registration Statement on Form S-8 for offers of Common Stock pursuant to the Amended and Restated 2018 Plan. The documents containing the information specified in Part I will be delivered to the participants in the Amended and Restated 2018 Plan as required by Rule 428(b)(1) under the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Certain Documents by Reference.

The following documents filed by the Registrant with the Commission are incorporated herein by reference:

- (a) The Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2018, filed with the Commission on March 15, 2019.
- (b) The Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2019, filed with the Commission on May 9, 2019.
- (c) The Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2019, filed with the Commission on August 8, 2019.
- (d) The Registrant's Current Reports on Form 8-K as filed with the Commission on January 3, 2019, January 28, 2019, February 28, 2019, March 4, 2019, March 8, 2019, March 11, 2019, March 12, 2019, March 15, 2019, March 19, 2019, March 29, 2019, April 3, 2019, April 8, 2019, May 3, 2019, May 6, 2019, May 9, 2019, May 10, 2019, May 14, 2019, May 15, 2019, May 29, 2019, June 11, 2019, June 13, 2019, June 24, 2019, June 26, 2019, July 2, 2019, July 5, 2019, July 9, 2019 and July 29, 2019 (other than any portions thereof deemed furnished and not filed).
- (e) The description of the Common Stock contained in the Registrant's Registration Statement on Form 8-A (File No. 000-54258) filed with the Commission on January 25, 2011, under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including any amendment or report filed for the purpose of updating such description.

All reports and other documents filed by the Registrant after the date hereof pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then

remaining unsold, shall be deemed to be incorporated by reference herein and to be part hereof from the date of filing of such reports and documents.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Chapter 78 of the Nevada Revised Statutes (“NRS”) provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding whether civil, criminal, administrative, or investigative (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys’ fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person is not liable pursuant to NRS Section 78.138 or acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no

reasonable cause to believe his conduct was unlawful. Also, to the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding specified in NRS Section 78.7502, or in defense of any claim, issue or matter therein, the corporation must indemnify him or her against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense.

NRS Chapter 78 further provides that a corporation similarly may indemnify any such person serving in any such capacity who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of such action or suit if such person is not liable pursuant to NRS Section 78.138 or acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged, after exhaustion of all appeals, to be liable to the corporation unless and only to the extent that the court or other court of competent jurisdiction in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court or other court of competent jurisdiction shall deem proper.

Our Articles of Incorporation provide that our officers and directors shall have no personal liability to the corporation or its stockholders for damages for breach of fiduciary duty as an officer or director, except for any liability of an officer or director for acts or omissions which involve intentional misconduct, fraud or a knowing violation of law or the payment of distributions in violation of the NRS 78.300. We also have contractual indemnification obligations under indemnification agreements with our directors which, among other things, provide that we will indemnify our directors to the fullest extent permitted under Nevada law. Further, we may have contractual indemnification obligations under future employment agreements with our officers or other future agreements entered into with our directors, officers, employees, or agents.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

The following exhibits are filed as a part of or incorporated by reference into this Registration Statement:

Exhibit Number	Exhibit Description
4.1	Copy of Specimen of Common Stock Certificate.(incorporated by reference to Exhibit 4.1 to Registrant's Registration Statement on Form S-8, filed with the Commission on March 6, 2019).
4.2	Articles of Incorporation of the Registrant (incorporated by reference to Exhibit 3.1 to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2017, filed with the Commission on March 16, 2018).
4.3	Certificate of Amendment to Articles of Incorporation of the Registrant (incorporated by reference to Exhibit 3.2 to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2017, filed with the Commission on March 16, 2018).
4.4	Certificate of Change of the Registrant (incorporated by reference to Exhibit 3.3 to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2017, filed with the Commission on March 16, 2018).
4.5	Certificate of Amendment to Articles of Incorporation of the Registrant (incorporated by reference to Exhibit 3.4 to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2017, filed with the Commission on March 16, 2018).
4.6	Certificate of Designation of the Registrant (incorporated by reference to Exhibit 4.1 to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2017, filed with the Commission on March 16, 2018).
4.7	Amended and Restated Certificate of Designation of the Registrant (incorporated by reference to Exhibit 4.2 to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2017, filed with the Commission on March 16, 2018).
4.8	Amendment to Certificate of Designation (incorporated by reference to Exhibit 3.7 to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2017, filed with the Commission on March 16, 2018).
4.9	Certificate of Amendment to Articles of Incorporation of the Registrant (incorporated by reference to Exhibit 3.8 to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2017, filed with the Commission on March 16, 2018).
4.10	Amendment to Certificate of Designation (incorporated by reference to Exhibit 3.9 to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2017, filed with the Commission on March 16, 2018).

<u>4.11</u>	<u>Amendment to Certificate of Designation (incorporated by reference to Exhibit 3.10 to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2017, filed with the Commission on March 16, 2018).</u>
<u>4.12</u>	<u>Amended Bylaws of the Registrant (incorporated by reference to Exhibit 3.1 to Registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2018, filed with the Commission on November 8, 2018).</u>
<u>5.1*</u>	<u>Opinion of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. as to the legality of shares being registered.</u>
<u>23.1*</u>	<u>Consent of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. (included in opinion of counsel filed as Exhibit 5.1).</u>
<u>23.2*</u>	<u>Consent of Macias Gini & O'Connell LLP.</u>
<u>23.3*</u>	<u>Consent of Marcum LLP</u>
<u>24.1*</u>	<u>Power of Attorney to file future amendments (set forth on the signature page of this Registration Statement).</u>
<u>99.1</u>	<u>Terra Tech Corp. 2016 Equity Incentive Plan (incorporated by reference to Exhibit 10.23 to Registrant's Annual Report on Form 10-K, filed with the Commission on March 29, 2016).</u>
<u>99.2*</u>	<u>Form of Stock Option Agreement- 2016 Equity Incentive Plan.</u>
<u>99.3</u>	<u>Terra Tech Corp. 2018 Equity Incentive Plan (incorporated by reference to Exhibit 10.1 to Registrant's Current Report on Form 8-K, filed with the Commission on December 17, 2018).</u>
<u>99.4</u>	<u>Form of Stock Option Agreement - Employee (incorporated by reference to Exhibit 10.2 to Registrant's Current Report on Form 8-K, filed with the Commission on December 17, 2018).</u>
<u>99.5</u>	<u>Form of Stock Option Agreement - Executive Officer (incorporated by reference to Exhibit 10.3 to Registrant's Current Report on Form 8-K, filed with the Commission on December 17, 2018).</u>
<u>99.6</u>	<u>Form of Stock Option Agreement - Director (incorporated by reference to Exhibit 10.4 to Registrant's Current Report on Form 8-K, filed with the Commission on December 17, 2018).</u>
<u>99.7</u>	<u>Terra Tech Corp. Amended and Restated 2018 Equity Incentive Plan (incorporated by reference to Exhibit 10.1 to Registrant's Current Report on Form 8-K, filed with the Commission on June 26, 2019).</u>
<u>99.8</u>	<u>Form of Stock Option Agreement - Employee (incorporated by reference to Exhibit 10.2 to Registrant's Current Report on Form 8-K, filed with the Commission on June 26, 2019).</u>
<u>99.9</u>	<u>Form of Stock Option Agreement - Executive Officer (incorporated by reference to Exhibit 10.3 to Registrant's Current Report on Form 8-K, filed with the Commission on June 26, 2019).</u>
<u>99.10</u>	<u>Form of Stock Option Agreement - Director (incorporated by reference to Exhibit 10.4 to Registrant's Current Report on Form 8-K, filed with the Commission on June 26, 2019).</u>

* Filed herewith.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represents a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the Registration Statement is on Form S-8 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Irvine, California on October 4, 2019.

Terra Tech Corp.

By: */s/ Derek Peterson* _____

Derek Peterson
Chief Executive Officer and
Chairman of the Board

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Derek Peterson and Michael A. Nahass, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution in each of them singly, for him and in his name, place and stead, and in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement on Form S-8 of Terra Tech Corp., and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting to the attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in or about the premises, as full to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that the attorneys-in-fact and agents or any of each of them or their substitute may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Derek Peterson</u> Derek Peterson	Chief Executive Officer (Principal Executive Officer) and Director	October 4, 2019
<u>/s/ Michael A. Nahass</u> Michael A. Nahass	President, Chief Operating Officer, Secretary, Treasurer and Director	October 4, 2019
<u>/s/ Michael James</u> Michael James	Chief Financial Officer (Principal Accounting Officer and Principal Financial Officer)	October 4, 2019
<u>/s/ Alan Gladstone</u> Alan Gladstone	Director	October 4, 2019
<u>/s/ Steven J. Ross</u> Steven J. Ross	Director	October 4, 2019



One Financial Center
Boston, MA 02111
617 542 6000
mintz.com

October 4th, 2019

Terra Tech Corp.
2040 Main Street, Suite 225
Irvine, California 92614

Ladies and Gentlemen:

We have acted as legal counsel to Terra Tech Corp., a Nevada corporation (the “**Company**”), in connection with the preparation and filing with the Securities and Exchange Commission (the “**Commission**”) of a Registration Statement on Form S-8 (the “**Registration Statement**”), pursuant to which the Company is registering the issuance under the Securities Act of 1933, as amended (the “**Securities Act**”), of 6,400,000 shares (the “**Shares**”) of the Company’s common stock, \$0.001 par value per share, in accordance with the terms of the Terra Tech Corp. Amended and Restated 2018 Equity Incentive Plan (the “**Plan**”). This opinion is being rendered in connection with the filing of the Registration Statement with the Commission. All capitalized terms used herein and not otherwise defined shall have the respective meanings given to them in the Registration Statement.

In connection with this opinion, we have examined the Company’s Articles of Incorporation and Amended Bylaws, each as currently in effect; such other records of the corporate proceedings of the Company and certificates of the Company’s officers as we have deemed relevant; and the Registration Statement and the exhibits thereto.

In our examination, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies, the authenticity of the originals of such copies, and the truth and correctness of any representations and warranties contained therein. In addition, we have assumed that the Company will receive any required consideration in accordance with the terms of the Plan.

Our opinion expressed herein is limited to the applicable laws of the State of Nevada, and we express no opinion with respect to the laws of any other jurisdiction. No opinion is expressed herein with respect to the qualification of the Shares under the securities or blue sky laws of any state or any foreign jurisdiction.

Please note that we are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters. This opinion is based upon currently existing statutes, rules, regulations and judicial decisions, and we disclaim any obligation to advise you of any change in any of these sources of law or subsequent legal or factual developments which might affect any matters or opinions set forth herein.

BOSTON LONDON LOS ANGELES NEW YORK SAN DIEGO SAN FRANCISCO WASHINGTON
MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C.

MINTZ



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Based upon the foregoing, we are of the opinion that the Shares, when issued and delivered in accordance with the terms of the Plan, will be validly issued, fully paid and non-assessable.

We understand that you wish to file this opinion with the Commission as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K promulgated under the Securities Act, and we hereby consent thereto. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Mintz, Levin, Cohn, Ferris,
Glovsky and Popeo, P.C.

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo,
P.C.

Consent of Independent Registered Public Accounting Firm

Terra Tech Corp
Irvine, California

We hereby consent to the incorporation by reference in the Registration Statement on Form S-8 of our report dated March 16, 2018 relating to the consolidated financial statements as of and for the year ended December 31, 2017 appearing in Form 10-K for the year ended December 31, 2018.

Macias Gini & O'Connell LLP

Sacramento, California
October 4, 2019



INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in this Registration Statement of Terra Tech Corp. on Form S-8 of our report dated March 15, 2019, with respect to our audit of the consolidated financial statements of Terra Tech Corp. as of December 31, 2018 and for the year ended December 31, 2018 and our report dated March 15, 2019 with respect to our audit of the effectiveness of internal control over financial reporting of Terra Tech Corp. as of December 31, 2018 appearing in the Annual Report on Form 10-K of Terra Tech Corp. for the year ended December 31, 2018.

Our report on the consolidated financial statements refers to a change in the method of accounting for certain financial instruments during the year ended December 31, 2018 due to the adoption of FASB ASU 2017-11, *Earnings Per Share (Topic 260)*, *Distinguishing Liabilities from Equity (Topic 480)*, *Derivatives and Hedging (Topic 815) – (Part I) Accounting for Certain Financial Instruments with Down Round Features*, *(Part II) Replacement of the Indefinite Deferral for Mandatorily Redeemable Financial Instruments of Certain Nonpublic Entities and Certain Mandatorily Redeemable Noncontrolling Interests with a Scope Exception*, effective as of January 1, 2018.

Marcum LLP

Marcum LLP
Costa Mesa, CA
October 4, 2019



Marcum LLP ■ 600 Anton Boulevard ■ Suite 1600 ■ Costa Mesa, California 92626 ■ Phone 949.236.5600 ■ Fax 949.236.5601 ■ www.marcumllp.com

Non-qualified Stock Option Agreement

This Stock Option Agreement (this “**Agreement**”) is made and entered into as of _____ by and between Terra Tech Corp., a Nevada corporation (the “**Company**”), and _____ (the “**Participant**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Company’s 2016 Equity Incentive Plan (the “**Plan**”).

Grant Date: _____
 Exercise Price per Share: _____
 Number of Option Shares: _____
 Expiration Date: _____

1. Grant of Option.

1.1 Grant; Type of Option. The Company hereby grants to the Participant an option (the “**Option**”) to purchase the total number of shares of Common Stock of the Company equal to the number of Option Shares set forth above, at the Exercise Price set forth above. The Option is being granted pursuant to the terms of the Plan. The Option is intended to be a Non-qualified Stock Option and *not* an Incentive Stock Option within the meaning of Section 422 of the Code.

1.2 Consideration; Subject to Plan. The grant of the Option is made in consideration of the services to be rendered by the Participant to the Company and is subject to the terms and conditions of the Plan.

2. Exercise Period; Vesting.

2.1 Vesting Schedule. The Option shall become vested and exercisable with respect to one-twelfth (1/12) of the Option Shares each quarter until the Option is one hundred percent (100%) vested. The unvested portion of the Option shall not be exercisable on or after the Participant’s termination of Continuous Service.

2.2 Expiration. The Option shall expire on the Expiration Date set forth above, or earlier as provided in this Agreement or the Plan.

3. Termination of Continuous Service.

3.1 Termination for Reasons Other Than Cause, Death, Disability. If the Participant’s Continuous Service is terminated for any reason other than Cause, death, or Disability, the Participant may exercise the vested portion of the Option, but only within such period of time ending on the earlier of (a) the date three (3) months following the termination of the Participant’s Continuous Service or (b) the Expiration Date.

3.2 Termination for Cause. If the Participant's Continuous Service is terminated for Cause, the Option (whether vested or unvested) shall immediately terminate and cease to be exercisable.

3.3 Termination due to Disability. If the Participant's Continuous Service terminates as a result of the Participant's Disability, the Participant may exercise the vested portion of the Option, but only within such period of time ending on the earlier of (a) the date twelve (12) months following the Participant's termination of Continuous Service or (b) the Expiration Date.

3.4 Termination due to Death. If the Participant's Continuous Service terminates as a result of the Participant's death, or the Participant dies within a period following termination of the Participant's Continuous Service during which the vested portion of the Option remains exercisable, the vested portion of the Option may be exercised by the Participant's estate, by a person who acquired the right to exercise the Option by bequest or inheritance, or by the person designated to exercise the Option upon the Participant's death, but only within the time period ending on the earlier of (a) the date twelve (12) months following the Participant's death or (b) the Expiration Date.

3.5 Extension of Termination Date. If, following the Participant's termination of Continuous Service for any reason the exercise of the Option is prohibited because the exercise of the Option would violate the registration requirements under the Securities Act or any other state or federal securities law or the rules of any securities exchange or interdealer quotation system, then the expiration of the Option shall be tolled until the date that is thirty (30) days after the end of the period during which the exercise of the Option would be in violation of such registration or other securities requirements.

4. Manner of Exercise.

4.1 Election to Exercise. To exercise the Option, the Participant (or in the case of exercise after the Participant's death or incapacity, the Participant's executor, administrator, heir, or legatee, as the case may be) must deliver to the Company a notice of intent to exercise in the manner designated by the Committee.

If someone other than the Participant exercises the Option, then such person must submit documentation reasonably acceptable to the Company verifying that such person has the legal right to exercise the Option.

4.2 Payment of Exercise Price. The entire Exercise Price of the Option shall be payable in full at the time of exercise to the extent permitted by applicable statutes and regulations, either:

- (a) in cash or by certified or bank check at the time the Option is exercised; or

(b) in the discretion of the Committee, upon such terms as the Committee shall approve:

(i) by delivery to the Company of other shares of Common Stock, duly endorsed for transfer to the Company, with a Fair Market Value on the date of delivery equal to the Exercise Price (or portion thereof) due for the number of shares being acquired, or by means of attestation, whereby the Participant identifies for delivery specific shares that have a Fair Market Value on the date of attestation equal to the Exercise Price (or portion thereof) and receives a number of shares equal to the difference between the number of shares thereby purchased and the number of identified attestation shares;

(ii) through a “cashless exercise program” established with a broker;

(iii) by reduction in the number of shares of Common Stock otherwise deliverable upon exercise of such Option with a Fair Market Value equal to the aggregate Exercise Price at the time of exercise;

(iv) by any combination of the foregoing methods; or

(v) in any other form of legal consideration that may be acceptable to the Committee.

4.3 Withholding. Prior to the issuance of shares upon the exercise of the Option, the Participant must make arrangements satisfactory to the Company to pay or provide for any applicable federal, state, and local withholding obligations of the Company. The Participant may satisfy any federal, state, or local tax withholding obligation relating to the exercise of the Option by any of the following means:

(a) tendering a cash payment;

(b) authorizing the Company to withhold shares of Common Stock from the shares of Common Stock otherwise issuable to the Participant as a result of the exercise of the Option; *provided, however*, that no shares of Common Stock are withheld with a value exceeding the minimum amount of tax required to be withheld by law; or

(c) delivering to the Company previously owned and unencumbered shares of Common Stock.

The Company has the right to withhold from any compensation paid to a Participant.

4.4 Issuance of Shares. Provided that the exercise notice and payment are in form and substance satisfactory to the Company, the Company shall issue the shares of Common Stock registered in the name of the Participant, the Participant's authorized assignee, or the Participant's legal representative, and shall deliver certificates representing the shares with the appropriate legends affixed thereto.

5. No Right to Continued Employment; No Rights as Stockholder. Neither the Plan nor this Agreement shall confer upon the Participant any right to be retained in any position, as an Employee, Consultant, or Director of the Company. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company to terminate the Participant's Continuous Service at any time, with or without Cause. The Participant shall not have any rights as a stockholder with respect to any shares of Common Stock subject to the Option prior to the date of exercise of the Option.

6. Transferability. The Option may, in the sole discretion of the Committee, be transferred to a Permitted Transferee upon written approval by the Committee. If the Committee does not grant written approval, the Option is not transferable by the Participant other than to a designated beneficiary upon the Participant's death or by will or the laws of descent and distribution, and is exercisable during the Participant's lifetime only by him or her. No assignment or transfer of the Option, or the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise (except to a designated beneficiary upon death by will or the laws of descent or distribution) will vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such assignment or transfer the Option shall terminate and become of no further effect.

7. Change in Control.

7.1 Acceleration of Vesting. In the event of a Change in Control, notwithstanding any provision of the Plan or this Agreement to the contrary, the Option shall become immediately vested and exercisable with respect to one hundred percent (100%) of the shares subject to the Option. To the extent practicable, such acceleration of vesting and exercisability shall occur in a manner and at a time that allows the Participant the ability to participate in the Change in Control with respect to the shares of Common Stock received.

7.2 Cash-out. In the event of a Change in Control, the Committee may, in its discretion and upon at least ten (10) days' advance notice to the Participant, cancel the Option and pay to the Participant the value of the Option based upon the price per share of Common Stock received or to be received by other stockholders of the Company in the event. Notwithstanding the foregoing, if at the time of a Change in Control the Exercise Price of the Option equals or exceeds the price paid for a share of Common Stock in connection with the Change in Control, the Committee may cancel the Option without the payment of consideration therefor.

8. Adjustments. The shares of Common Stock subject to the Option may be adjusted or terminated in any manner as contemplated by Section 17 of the Plan.

9. Tax Liability and Withholding. Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding ("**Tax-Related Items**"), the ultimate liability for all Tax-Related Items is and remains the Participant's responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the grant, vesting, or exercise

of the Option or the subsequent sale of any shares acquired on exercise and (b) does not commit to structure the Option to reduce or eliminate the Participant's liability for Tax-Related Items.

10.1 In further consideration of the Option, the Participant agrees and covenants not to:

(a) contribute his or her knowledge, directly or indirectly, in whole or in part, as an employee, officer, owner, manager, advisor, consultant, agent, partner, director, stockholder, volunteer, intern, or in any other similar capacity to an entity engaged in the same or similar business as the Company and its Affiliates, including those engaged in the business of cultivating, producing, or dispensing medical marijuana, herbs, or produce for a period of one (1) year following the Participant's termination of Continuous Service;

(b) directly or indirectly, solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any employee of the Company or its Affiliates for one (1) year following the Participant's termination of Continuous Service; or

(c) directly or indirectly, solicit, contact (including, but not limited to, e-mail, regular mail, express mail, telephone, fax, and instant message), attempt to contact or meet with the current, former, or prospective customers of the Company or any of its Affiliates for purposes of offering or accepting goods or services similar to or competitive with those offered by the Company or any of its Affiliates for a period of one (1) year following the Participant's termination of Continuous Service.

10.2 In the event of a breach or threatened breach of any of the covenants contained in Section 10.1:

(a) any unvested portion of the Option shall be forfeited effective as of the date of such breach, unless sooner terminated by operation of another term or condition of this Agreement or the Plan; and

(b) the Participant hereby consents and agrees that the Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

11. Compliance with Law. The exercise of the Option and the issuance and transfer of shares of Common Stock shall be subject to compliance by the Company and the Participant with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Company's shares of Common Stock may be listed. No shares of Common Stock shall be issued pursuant to this Option unless and until any then-applicable requirements of state or federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel. The Participant understands that the Company is under no obligation to register the shares of Common Stock with the Securities and Exchange Commission, any state securities commission, or any stock exchange to effect such compliance.

12. Notices. Any notice required to be delivered to the Company under this Agreement shall be in writing and addressed to the Chief Financial Officer of the Company at the Company's principal corporate offices. Any notice required to be delivered to the Participant under this Agreement shall be in writing and addressed to the Participant at the Participant's address as shown in the records of the Company. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.

13. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada without regard to conflict of law principles.

14. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by the Participant or the Company to the Committee for review. The resolution of such dispute by the Committee shall be final and binding on the Participant and the Company.

15. Options Subject to Plan. This Agreement is subject to the Plan, as and when approved by the Company's stockholders. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan shall govern and prevail.

16. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement shall be binding upon the Participant and the Participant's beneficiaries, executors, administrators, and the person(s) to whom the Option may be transferred by will or the laws of

descent or distribution.

17. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

18. Discretionary Nature of Plan. The Plan is discretionary and may be amended, cancelled, or terminated by the Company at any time, in its discretion. The grant of the Option in this Agreement does not create any contractual right or other right to receive any Options or other Awards in the future. Future Awards, if any, shall be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Participant's employment with the Company.

19. Amendment. The Committee has the right to amend, alter, suspend, discontinue, or cancel the Option, prospectively or retroactively; *provided, that*, no such amendment or other action shall adversely affect the Participant's material rights under this Agreement without the Participant's consent.

20. No Impact on Other Benefits. The value of the Participant's Option is not part of his or her normal or expected compensation for purposes of calculating any severance, retirement, welfare, insurance, or similar employee benefit.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as physical delivery of the paper document bearing an original signature.

22. Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions thereof, and accepts the Option subject to all of the terms and conditions of the Plan and this Agreement. The Participant acknowledges that there may be adverse tax consequences upon exercise of the Option or disposition of the underlying shares and that the Participant should consult a tax advisor prior to such exercise or disposition.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TERRA TECH CORP.

By: _____
Name: _____
Title: _____

By: _____
Name: _____