UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 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 18, 2020 (February 14, 2020)**

Terra Tech Corp.

(Exact name of registrant as specified in its charter)

Nevada	**000-54258**	**26-3062661**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2040 Main Street, Suite 225 Irvine, California 92614	**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 (see General Instruction A.2. below):

☐ 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 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 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 13(a) of the Exchange Act. ☐

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered

Item 1.01. Entry into a Material Definitive Agreement.

On February 14, 2020, Terra Tech Corp ("Terra Tech" or the "Company"), TT Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Terra Tech ("Merger Sub"), OneQor Technologies, Inc., a Delaware corporation ("OneQor"), Matthew Morgan, an individual, Larry Martin, an individual, and Larry Martin, solely in his capacity as the Shareholder Representative, entered into Amendment No. 2 ("Amendment No. 2") to the Agreement and Plan of Merger, dated as of October 30, 2019, and previously amended on December 2, 2019 (as amended, the "Merger Agreement") relating to the proposed merger of OneQor with and into Merger Sub, with OneQor as the surviving company in the proposed merger (the "Merger"). Amendment No. 2, among other things, provides that under the exchange ratio formula in the Merger Agreement , upon the closing of the Merger (the "Closing"), on a pro forma basis and based upon the number of shares of Terra Tech common stock to be issued in the Merger, Terra Tech shareholders prior to the Merger will own in the aggregate approximately 79% of the combined company and OneQor shareholders prior to the Merger and holders of certain OneQor Simple Agreements for Future Equity ("SAFEs") will own in the aggregate approximately 21% of the combined company. Amendment No. 2 also provides that (i) in connection with the terms of certain other OneQor SAFEs (the "SAFE 2s"), such SAFE 2s will convert into shares of Terra Tech common stock on the first trading day after the Merger at the dollar volume-weighted average price per share of Terra Tech common stock on the day prior to the Merger and the issuance of such shares of Terra Tech common stock will dilute both Terra Tech shareholders and OneQor shareholders prior to the Merger, (ii) Terra Tech will cause the appointment of Matthew Morgan to the Terra Tech board of directors (the "Board") and as chief executive officer of Terra Tech effective as of the Closing and Terra Tech will assume Mr. Morgan's prior employment agreement with OneQor, as amended, (iii) Derek Peterson will resign as chief executive officer of Terra Tech effective as of the Closing, and (iv) on or before the second business day after the Closing, Terra Tech shall have amended its existing stock option plan to increase the shares eligible for issuance under the plan to 20% of the total outstanding shares of Terra Tech common stock. Amendment No. 2 also revises certain definitions and representations and warranties made by OneQor in the Merger Agreement. Upon conversion of the SAFE 2s, Terra Tech shareholders prior to the Merger will own in the aggregate approximately 73.9% of the combined company, OneQor shareholders and certain SAFE holders prior to the Merger will own in the aggregate approximately 19.7% of the combined company, and the SAFE 2 holders will own in the aggregate approximately 6.2% of the combined company.

Except as modified by Amendment No. 1 and Amendment No. 2, the terms of the Merger Agreement in the form attached as Exhibit 10.1 to the Current Report on Form 8-K filed by the Company with the U.S. Securities and Exchange Commission (the "SEC") on November 4, 2019 are unchanged. The foregoing description of Amendment No. 2 is not complete and is subject to and qualified in its entirety by reference to Amendment No. 2, a copy of which is attached as Exhibit 2.1 hereto and is incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

On February 18, 2020, Terra Tech announced the Closing of the Merger between the parties on February 14, 2020. Following the completion of the Merger, the business conducted by the combined company is expected to focus principally on emerging cannabinoid pharmaceutical development opportunities for OneQor, while the operation of Terra Tech's portfolio of THC assets is expected to continue.

Subject to the terms and conditions of the Merger Agreement, at the Closing, each outstanding share of OneQor capital stock was converted into the right to receive shares of Terra Tech common stock equal to the exchange ratio described below. As previously disclosed, an entity controlled by Mr. Peterson, the chief executive officer of Terra Tech immediately prior to the Merger, and Mike Nahass, the president and chief operating officer of Terra Tech, was a minority shareholder of OneQor.

Under the terms of the Merger Agreement, the Company issued shares of its common stock to OneQor's stockholders, at an exchange ratio of 44.9727 shares of Terra Tech common stock for each share of OneQor common stock outstanding immediately prior to the Merger. The exchange ratio was determined through arm's-length negotiations between Terra Tech and OneQor.

In connection with the Merger, the combined company announced plans to change its name to "Onyx Group Holdings." Terra Tech expects to continue trading on the OTC Markets Group, Inc.'s OTCQX tier under a new ticker symbol which will be announced in the future.

Item 3.02. Unregistered Sales of Equity Securities.

Pursuant to the Merger, Terra Tech issued shares of its common stock. The number of shares issued, the nature of the transaction, the nature and amount of consideration received by the Company are described in Item 2.01 of this Form 8-K, which is incorporated by reference into this Item 3.02. Such sales were exempt from registration under Section 4(a)(2) and Regulation D under the Securities Act of 1933, as amended, and the rules promulgated thereunder.

Item 3.03. Material Modification to Rights of Security Holders.

To the extent required by Item 3.03 of Form 8-K, the information contained in Item 2.01 of this Current Report on Form 8-K is incorporated by reference herein.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(b)

On February 14, 2020, immediately prior to the effective time of the Merger, Mr. Peterson resigned as the chief executive officer of Terra Tech.

(c) and (d)

On February 14, 2020, effective as of the Closing, the Board appointed Mr. Morgan as chief executive officer and as a director of Terra Tech, to serve at the discretion of the Board. There are no family relationships among any of Terra Tech's directors and executive officers. In connection with Mr. Morgan's appointment as the chief executive officer of Terra Tech, Terra Tech assumed the employment agreement by and between Mr. Morgan and OneQor, as amended prior to the Merger (the "Morgan Employment Agreement").

The Morgan Employment Agreement provides for a term of one year with a base salary of $300,000 per year. The Morgan Employment Agreement further provides that Mr. Morgan is eligible for an annual performance bonus with the target amount of such annual performance bonus equal to 100% of his base salary. The annual performance bonus is based on performance and achievement of Terra Tech corporate goals and objectives as defined by Terra Tech's board of directors or compensation committee and could be greater or less than the target performance bonus. Upon a qualified termination, Mr. Morgan will be entitled to a payment equal to the greater of (i) the remaining base salary compensation during the initial term of the Morgan Employment Agreement, or (ii) one (1) times the then current annual base salary, less any taxes and withholding as may be necessary pursuant to law.

The foregoing description of the material terms of the Morgan Employment Agreement is not complete and is subject to and qualified in its entirety by reference to the full text of the Morgan Employment Agreement, a copy of which is attached hereto as Exhibit 10.1.

Matthew Morgan, 34, served as the Chief Executive Officer of OneQor Technologies, Inc. from December 2018 through the Closing. From March 2014 through November 2017, Mr. Morgan served as co-Founder and Chief Executive Officer of Tryke Companies, LLC, a vertically integrated seed-to-sale cannabis company that includes the Reef Dispensary. In 2018, Mr. Morgan was named one of the most influential people in cannabis by High Times magazine. Mr. Morgan has founded or co-founded several businesses including Bloom Dispensaries, Reef Dispensaries, and Ignite Cannabis Co.

In addition, on February 14, 2020, immediately following the Closing, Terra Tech entered into an indemnification agreement with Mr. Morgan. The indemnification agreement requires that Terra Tech, under the circumstances and to the extent provided for therein, indemnify such persons to the fullest extent permitted by applicable law against certain expenses, judgments, fines, penalties, settlements and other amounts incurred by any such person as a result of such person being made a party to or participant in certain actions, suits and proceedings by reason of the fact that such person is or was a director or officer of Terra Tech. The indemnification agreement also requires that Terra Tech, under the circumstances and to the extent provided for therein, indemnify such persons to the fullest extent permitted by applicable law against certain expenses if such person is a party to or participant in a proceeding by or in the right of Terra Tech to procure a judgment in its favor. The rights of each person who is a party to an indemnification agreement are not exclusive of any other rights to which such person may be entitled.

The foregoing description of the indemnification agreement is not complete and is subject to and qualified in its entirety by reference to the indemnification agreement, a copy of which is attached as Exhibit 10.27 to the Company's Quarterly Report on Form 10-Q filed with the SEC on November 9, 2015 and is incorporated herein by reference.

(e)

Peterson Amendment and Waiver and Forfeiture Agreements

In connection with his resignation, Mr. Peterson entered into an Amendment and Waiver Agreement (the "Peterson Amendment and Waiver"), effective as of February 14, 2020, with Terra Tech. Pursuant to the Peterson Amendment and Waiver, Mr. Peterson was appointed as the chief strategy officer and Mr. Peterson waived any right to severance payments in connection with the change in his title and the transactions contemplated by the Merger Agreement. In addition, on February 14, 2020, pursuant to the Merger, Terra Tech and each of Mr. Peterson and Mr. Nahass entered into stock option forfeiture agreements, dated as of February 14, 2020 ("Forfeiture Agreements"), pursuant to which each of Mr. Peterson and Mr. Nahass agreed to forfeit and cancel, for no consideration, an aggregate of 550,000 vested and unvested non-qualified stock options of Terra Tech.

The foregoing description of the material terms of the Peterson Amendment and Waiver and the Forfeiture Agreements are not complete and are subject to and qualified in their entirety by reference to the full text of the Peterson Amendment and Waiver and the Forfeiture Agreements, copies of which are attached hereto as Exhibits 10.2, 10.3 and 10.4, respectively.

Equity Incentive Plan Amendment

On February 14, 2020, the Board approved an amendment (the "Plan Amendment") to the Company's Amended and Restated 2018 Equity Incentive Plan (the "Plan") to increase the number of shares available for issuance thereunder by 28,976,425 shares of Terra Tech common stock for a total of 43,976,425 shares of Terra Tech common stock, plus the number of shares, not to exceed 2,000,000 shares, that may become available under the Company's 2016 Equity Incentive Plan after termination of awards thereunder, subject to adjustment in accordance with the terms of the Plan.

The foregoing description of the Plan Amendment is not complete and is subject to and qualified in its entirety by reference to the full text of the Plan Amendment, a copy of which is attached hereto as Exhibit 10.5.

Item 8.01. Other Events.

On February 18, 2020, the Company issued a press release announcing the completion of the Merger. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(a) Financial statements of business acquired.

The Company intends to file the financial statements of OneQor required by Item 9.01(a) as part of an amendment to this Current Report on Form 8-K not later than 71 calendar days after the date this Current Report on Form 8-K is required to be filed.

(b) Pro forma financial information.

The Company intends to file the pro forma financial information required by Item 9.01(b) as part of an amendment to this Current Report on Form 8-K not later than 71 calendar days after the date this Current Report on Form 8-K is required to be filed.

(d) Exhibits

Exhibit No.	Description
2.1	Amendment No. 2 to Agreement and Plan of Merger, dated as of February 14, 2020 by and among Terra Tech, OneQor, Merger Sub, Matthew Morgan, Larry Martin and the Shareholder Representative.
10.1	Amended and Restated Executive Employment Agreement, dated as of October 29, 2019, by and between OneQor and Matthew Morgan, as amended by Amendment to Amended and Restated Executive Employment Agreement, dated as of February 13, 2020, by and between Matthew Morgan and OneQor.
10.2	Amendment and Waiver Agreement, dated as of February 14, 2020, by and between Terra Tech and Derek Peterson.
10.3	Forfeiture Agreement, dated as of February 14, 2020, by and between Terra Tech and Derek Peterson.
10.4	Forfeiture Agreement, dated as of February 14, 2020, by and between Terra Tech and Michael Nahass.
10.5	Amendment to Terra Tech Corp. Amended and Restated 2018 Equity Incentive Plan dated as of February 14, 2020.
99.1	Press release issued on February 18, 2020.

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 18, 2020

By: */s/ Michael Nahass*
Michael Nahass
President and Chief Operating Officer

AMENDMENT NO. 2
TO AGREEMENT AND PLAN OF MERGER

AMENDMENT NO. 2 TO AGREEMENT AND PLAN OF MERGER, dated as of February 14, 2020 (this "Amendment"), by and among Terra Tech Corp., a Nevada corporation ("Terra Tech"), TT Merger Sub, Inc., a Delaware corporation ("Merger Sub"), OneQor Technologies, Inc., a Delaware corporation ("OneQor"), Matthew Morgan, an individual ("Morgan"), Larry Martin, an individual ("Martin" and collectively with Morgan, the "Major Shareholders"), and Larry Martin, solely in his capacity as Shareholder Representative (the "Shareholder Representative"). Each of Terra Tech, Merger Sub, OneQor, the Major Shareholders, and the Shareholder Representative is sometimes referred to herein as a "Party" and collectively as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Merger Agreement (as defined below).

RECITALS

WHEREAS, the Parties have entered into that certain Agreement and Plan of Merger, dated as of October 30, 2019, as amended by that certain Amendment No. 1 to Agreement and Plan of Merger, dated as of December 2, 2019 (collectively, the "Merger Agreement");

WHEREAS, pursuant to Section 12.10 of the Merger Agreement, each of the Parties wish to mutually agree to further amend the Merger Agreement to modify certain provisions thereof, as set forth herein.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recital G of the Merger Agreement. Recital G of the Merger Agreement is hereby amended and restated in its entirety as follows:

G. Holders of certain SAFE securities of OneQor ("OneQor Post-Closing SAFE Holders") own SAFE securities that are convertible in accordance with their terms and conditions into shares of Terra Tech Common Stock on the first trading day after the Closing (as amended to date, the "OneQor Post-Closing Convertible SAFEs");

2. Recital H of the Merger Agreement. Recital H of the Merger Agreement is hereby amended and restated in its entirety as follows:

H. Upon consummation of the Merger, the Shares will be exchanged for shares of Terra Tech Common Stock (as hereinafter defined), all on the terms and subject to the conditions set forth in this Agreement, such that the Shareholders' and the SAFE 1 Holders' aggregate equity ownership interest in Terra Tech shall represent 21.06% of the total issued and outstanding shares of Terra Tech on a Fully-Diluted Basis (as hereinafter defined);

3. Amendment to Section 1.6(c) of the Merger Agreement. Section 1.6(c) of the Merger Agreement is hereby amended and restated in its entirety as follows:

(c) each OneQor Post-Closing Convertible SAFE issued and outstanding prior to the Effective Time, will be converted into the right to receive a number of shares of Terra Tech Common Stock equal to the amount to which such OneQor Post-Closing Convertible SAFE is entitled as a result of the transactions contemplated hereby for such OneQor Post-Closing Convertible SAFE as determined in accordance with the terms and conditions specified in the OneQor Post-Closing Convertible SAFEs and such OneQor Post-Closing Convertible SAFE after such conversion will automatically be cancelled and retired and will cease to exist.

4. Amendment to Section 1.14 of the Merger Agreement. Section 1.14 of the Merger Agreement is hereby amended and restated in its entirety as follows:

On or prior to the Closing Date, Terra Tech shall cause the appointment of Matthew Morgan to the Terra Tech Board and as Chief Executive Officer of Terra Tech effective as of the Closing, and shall cause the concurrent resignation of the officers of Terra Tech as set forth on Schedule III.

5. Amendment to Section 1.15 of the Merger Agreement. Section 1.15 of the Merger Agreement is hereby deleted in its entirety.

6. Amendment to Section 2.11(b) of the Merger Agreement. Section 2.11(b) of the Merger Agreement is hereby amended and restated in its entirety as follows:

(b) Except for the SAFE securities, the Varghese Promissory Note, and the OneQor Post-Closing Convertible SAFEs, OneQor has no Indebtedness.

7. Amendment to Section 2.12 of the Merger Agreement. The lead in sentence in Section 2.12 of the Merger Agreement is hereby amended and restated in its entirety as follows:

Except as set forth on Section 2.12 of the OneQor Disclosure Schedule or contemplated by this Agreement, OneQor has not, since the Balance Sheet Date:

8. Amendment to Section 5.4 of the Merger Agreement. Section 5.4 of the Merger Agreement is hereby amended and restated in its entirety as follows:

5.4 Commercially Reasonable Efforts.

During the Pre-Closing Period, OneQor shall use its commercially reasonable efforts to cause the conditions set forth in Article VIII and Article IX

to be satisfied on a timely basis and so that the Closing can take place on or before February 29, 2020, in accordance with Section 1.3, and shall not take any action or omit to take any action, the taking or omission of which would or could reasonably be expected to result in any of the representations and warranties of OneQor set forth in Article II becoming untrue, or in any of the conditions of Closing set forth inArticle VIII or Article IX not being satisfied.

9. Amendment to Section 6.3 of the Merger Agreement. Section 6.3 of the Merger Agreement is hereby amended and restated in its entirety as follows:

6.3 Commercially Reasonable Efforts.

During the Pre-Closing Period, Terra Tech shall use its commercially reasonable efforts to cause the conditions set forth in Article VIII and Article IX to be satisfied on a timely basis and so that the Closing can take place on or before February 29, 2020, or as soon thereafter as is reasonably practical, in accordance with Section 1.3, and shall not take any action or omit to take any action, the taking or omission of which would or could reasonably be expected to result in any of the representations and warranties of Terra Tech set forth in this Agreement becoming untrue or in any of the conditions of closing set forth in Article VIII or Article IX not being satisfied.

10. Amendment to Section 7.5 of the Merger Agreement. Section 7.5 of the Merger Agreement is hereby amended to add the following provision as a new clause (a)(v):

(a)(v) the operation of Staywell Laboratories, Inc. ("Staywell"), including, without limitation, any liabilities or obligation to, or in respect of, any employee, consultant or other independent contractor of Staywell.

11. Amendment to Section 8.10 of the Merger Agreement. Section 8.10 of the Merger Agreement is hereby amended and restated in its entirety as follows:

8.10 Derek Peterson Employment Agreement Amendment.

Derek Peterson shall have entered into an amendment and waiver to his existing employment agreement related to, among other things, his change in title in a form reasonably satisfactory to Terra Tech.

12. Amendment to Section 8.12 of the Merger Agreement. Section 8.12 of the Merger Agreement is hereby amended and restated in its entirety as follows:

8.12 OneQor Employment Agreement Amendments.

(a) Matthew Morgan shall have entered into an amendment and waiver to that certain Amended and Restated Executive Employment Agreement between OneQor and Matthew Morgan, dated as of October 29, 2019 (the "Morgan Employment Agreement") to, among other things, amend his annual salary and target bonus and to eliminate any payment of a bonus upon the occurrence of a change of control in a form reasonably satisfactory to Terra Tech.

(b) Larry Martin shall have resigned as a director and officer of OneQor and shall have terminated that certain Amended and Restated Executive Employment Agreement between OneQor and Larry Martin, dated as of October 29, 2019 (the "Martin Employment Agreement"), which, for the avoidance of doubt, shall include a waiver of any payment of a bonus upon the occurrence of a Change of Control (as defined in the Martin Employment Agreement) in a form reasonably satisfactory to Terra Tech.

13. Amendment to Article VIII of the Merger Agreement. Article VIII of the Merger Agreement is hereby amended to add the following provision as a new Section 8.13:

8.13 Promissory Notes

That certain amended and restated promissory note between OneQor and Matthew Morgan dated December 27, 2019 and that certain amended and restated promissory note between OneQor and Larry Martin dated December 27, 2019 shall have been terminated.

14. Amendment to Section 9.7 of the Merger Agreement. Section 9.7 of the Merger Agreement is hereby amended and restated in its entirety as follows:

9.7 Terra Tech Board.

Matthew Morgan shall have been appointed to the Terra Tech Board effective as of the Closing.

15. Amendment to Section 9.11 of the Merger Agreement. Section 9.11 of the Merger Agreement is hereby amended and restated in its entirety as follows:

9.11 Consulting Agreement.

Larry Martin shall have entered into a consulting agreement with Terra Tech in form reasonably satisfactory to Larry Martin.

16. Amendment to Section 9.12 of the Merger Agreement. Section 9.12 of the Merger Agreement is hereby amended and restated in its entirety as follows:

9.12 Morgan Employment Agreement.

Terra Tech shall have assumed in form reasonably satisfactory to Matthew Morgan the Morgan Employment Agreement on the same terms and conditions and such Morgan Employment Agreement shall be in full force and effect.

17. Amendment to Section 10.2 of the Merger Agreement. Section 10.2 of the Merger Agreement is hereby deleted in its entirety.

18. Amendment to Section 10.3 of the Merger Agreement. Section 10.3 of the Merger Agreement is hereby amended and restated in its entirety as follows:

10.3 Stock Option Plan. On or before the second (2^{nd}) Business Day after the Closing Date, Terra Tech shall have adopted a stock option plan providing for at least 20% of the outstanding shares of Terra Tech Common Stock at the Closing Date to be designated for directors, advisors and employees and such equity incentive plan is in full force and effect.

19. Amendment to Sections 11.1(d) and (e) of the Merger Agreement. Sections 11.1(d) and (e) of the Merger Agreement are hereby amended and restated in their entirety as follows:

(d) by Terra Tech if the Closing has not taken place on or before February 29, 2020 (except if as a result of any failure on the part of Terra Tech to comply with or perform its covenants and obligations under this Agreement or in any other Transactional Agreement);

(e) by OneQor if the Closing has not taken place on or before February 29, 2020 (except if as a result of the failure on the part of OneQor or the Shareholders to comply with or perform any covenant or obligation set forth in this Agreement or in any other Transactional Agreement);

20. Amendment to Exhibit A – Certain Definitions of the Merger Agreement The following definitions in Exhibit A to the Merger Agreement are hereby amended and restated in their entirety as follows:

"Exchange Ratio" "Exchange Ratio" means, subject to Section 1.10, the following ratio (rounded to four decimal places): the quotient obtained by dividing (a) the OneQor Merger Shares by (b) the OneQor Outstanding Shares, in which:

· "OneQor Allocation Percentage" means 1.00 minus the Terra Tech Allocation Percentage.

· "OneQor Merger Shares" means the product determined by multiplying (i) the Post-Closing Terra Tech Shares by (ii) the OneQor Allocation Percentage.

· "OneQor Outstanding Shares" means 981,652 shares of OneQor capital stock.

· "Post-Closing Terra Tech Shares" means the quotient determined by dividing (i) the Terra Tech Outstanding Shares by (ii) the Terra Tech Allocation Percentage.

· "Terra Tech Allocation Percentage" means 0.7894.

· "Terra Tech Outstanding Shares" means, subject to Section 1.10, 165,492,121 shares of Terra Tech Common Stock.

The defined term "OneQor Designee" in Exhibit A is hereby deleted in its entirety.

"Varghese Promissory Note" shall mean that certain promissory note by OneQor Technologies, Inc. in favor of John Varghese, dated as of February 13, 2020.

21. Reference to and Effect in the Merger Agreement.

a. Upon the effectiveness of this Amendment, each reference in the Merger Agreement to "this Agreement," "hereunder," "hereof" or words of like import referring to the Merger Agreement shall mean and be a reference to the Merger Agreement as amended hereby. Notwithstanding the foregoing, all references in the Merger Agreement, the OneQor Disclosure Schedule, the Shareholder Disclosure Schedule and the Terra Tech Disclosure Schedule to "the date hereof" or "the date of this Agreement" shall refer to October 30, 2019.

b. Except as specifically amended herein, the Merger Agreement shall continue to be in full force and effect and is hereby in all respects ratified and confirmed, and the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any party under the Merger Agreement.

22. Miscellaneous. Article XII of the Merger Agreement shall apply mutatis mutandis to this Amendment.

23. Definitions. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to Agreement and Plan of Merger to be executed as of the date first above written.

TERRA TECH CORP.

By: */s/ Derek Peterson*
Name: Derek Peterson
Title: CEO

TT MERGER SUB, INC.

By: */s/ Alan Gladstone*
Name: Alan Gladstone
Title: President

ONEQOR TECHNOLOGIES, INC.

By: */s/ Matthew Morgan*
Name: Matthew Morgan
Title: Chief Executive Officer

/s/ Matthew Morgan
MATTHEW MORGAN

/s/ Larry Martin
LARRY MARTIN

Larry Martin, solely in his capacity as a Shareholder Representative

By: */s/ Larry Martin*

EXHIBIT 10.1

AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT ("Agreement") is made and entered effective as of _____ ___, 2019 ("Commencement Date"), by and between OneQor Technologies, Inc., a Delaware Corporation (the "Company") and Matthew Morgan (the "Executive") and supersedes and replaces any prior employment agreement or employment letter between the Parties.

W I T N E S S E T H:

WHEREAS, Executive and Company previously entered into that certain Employment Agreement dated as of January 17, 2019 ("Original Employment Agreement");

WHEREAS, Executive and Company desire to amend and restate the Original Employment Agreement in favor of this Agreement;

WHEREAS, the Board of Directors of the Company (the "Board") has approved the Company entering into an employment agreement with the Executive;

WHEREAS, the Executive is now the Chief Executive Officer of the Company and thus the principal executive of the Company;

WHEREAS, the Company and Executive would like to set forth the terms of Executive's continued employment;

NOW THEREFORE, in consideration of the recitals and the mutual agreements herein set forth, the Company and the Executive agree as follows:

ARTICLE 1
EMPLOYMENT AND TERM

1 . 1 Employment; Place of Performance. The Company hereby employs Executive and Executive accepts continued employment as Chief Executive Officer of the Company. As its Chief Executive Officer, Executive shall render such services to the Company as are customarily rendered by the Chief Executive Officer of comparable companies and as required by the articles and by-laws of the Company, and such services shall be rendered at the Company's primary Arizona office at least 50% of the time. Executive accepts such employment and, consistent with fiduciary standards which exist between an employer and an employee, shall perform and discharge the duties commensurate with his position that may be assigned to him from time to time by the Company. The principal place of Executive's employment shall be the Company's executive office currently located in Phoenix, Arizona; provided, however, the Company agrees that Executive may work remotely for extended periods of time during the Term.

1.2 Term and Renewal. The term of this Agreement shall commence on the Commencement Date and shall continue for a term of three (3) years from the Commencement Date ("Initial Term"); provided, however, that commencing on the third (3rd) anniversary of the Commencement Date and on each anniversary of the Commencement Date thereafter (each, an "Extension Date"), the term of Executive's employment under this Agreement shall be automatically extended for an additional one (1) year period (each, a "Renewal Term"), unless the Company or the Executive provides the other at least ninety (90) days prior written notice before the next Extension Date that the Initial Term or Renewal Term, as applicable, shall not be extended (a "Non-Renewal Notice"); or unless otherwise terminated under Article 2 below. The period of time between the Commencement Date and the termination of this Agreement shall be referred to herein as the "Term."

1.3 Compensation and Benefits. During the Term of this Agreement, the Executive shall be entitled to the compensation ("Compensation") and benefits ("Benefits") described in Exhibit A attached hereto.

ARTICLE 2
TERMINATION OF EMPLOYMENT AND SEVERANCE BENEFITS

2.1 Termination by the Company for Cause or Termination by the Executive without Good Reason. If, during the Term, the Executive's employment is terminated by the Company for Cause, or voluntary termination of employment by the Executive without Good Reason, then the Executive shall only be entitled to any earned but unpaid base salary as well as any other amounts or benefits owing to Executive under the terms of any employee benefit plan of the Company (the "Accrued Benefits"). Accrued Benefits shall include any accrued paid time off pursuant to the Company's policy and practices. The Accrued Benefits shall be payable upon Executive's termination within the time provided by law.

2.2 Termination by the Company without Cause, for Death or Disability, or by the Executive for Good Reason. If, during the Term: (i) the Executive's employment with the Company is terminated by the Company other than for Cause, (ii) if Executive's employment with the Company ends due to death or Disability, (iii) Executive resigns for Good Reason, or (iv) the Company provides a Non-Renewal Notice (each of which is considered a "Qualified Termination"), then the Executive shall be entitled to the Severance Benefits as described in Section 2.3 herein as well as his Accrued Benefits. For purposes of this Agreement, Executive will be deemed to have a "Disability" if he is unable to perform the essential duties of his position, with or without accommodation, by reason of physical or mental disability or infirmity for a period of six (6) consecutive months. The Company shall comply with the Americans with Disabilities Act and any other applicable federal or state laws in making a determination whether Employee's condition constitutes a disability.

2.3 Severance Benefits. In the event of a Qualified Termination, the Company shall pay and provide the Executive with the following "Severance Benefits":

(a) The greater of (i) the remaining base pay compensation during the Initial Term, or (ii) two (2) times the Executive's then current annual base salary, less any taxes and withholding as may be necessary pursuant to law, to be paid in equal installments in accordance with the Company's normal payroll practices.

(b) To the extent the Executive and Executive's dependents elect coverage under the Company's health insurance plan pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the Company shall pay the COBRA premium payments for a period of up to twelve (12) months after the date of termination, to the extent allowed by and in accordance with applicable laws.

(c) As a condition to receiving the Severance Benefits contemplated by this Section 2.3, within thirty (30) days after the effective date of such Qualified Termination (i.e., the end of the then-current Term), Executive shall execute and deliver an irrevocable general release (including, but not limited to, all matters relating to employment with the Company) in favor of the Company and its affiliates in such form as the Company shall reasonably request (the effective date of which shall be eight days after Executive delivers the signed release to the Company, provided it has not been revoked). Notwithstanding anything herein to the contrary, in the event such 30-day period falls into two (2) calendar years, the payments contemplated in this Section 2.3 shall not commence until the second calendar year. The Severance Benefits shall terminate immediately upon the Executive violating any of the provisions of Article 4 of this Agreement. The conditions set forth in this paragraph are together referred to as the "Termination Conditions".

2.4 Good Reason. For purposes of this Agreement, "Good Reason" shall mean the occurrence of any of the following, without the Executive's prior written consent: (i) a material reduction in Executive's Base Salary, (ii) a relocation of the Executive's primary place of employment to a location more than fifty (50) miles from Phoenix, Arizona, (iii) any requirement that the Executive report to anyone other than the Board, (iv) termination of Executive's employment for any reason other than Cause during the 12-month period following the effective date of any "Change in Control", or (v) any material breach of this Agreement. However, none of the foregoing events or conditions will constitute Good Reason unless: (x) the Executive provides the Company with written objection to the event or condition within thirty (30) days following the occurrence thereof, (y) the Company does not reverse or cure the event or condition within thirty (30) days of receiving that written objection, and (z) the Executive resigns his employment within ten (10) days following the expiration of that cure period.

2.5 Cause. For purposes of this Agreement, "Cause" shall be deemed to exist upon any of the following events: (i) the Executive's conviction of, or plea of nolo contendere, to a felony, (ii) Executive's failure or refusal to perform his duties and responsibilities (iii) failure of Executive to adhere to directives of the Board or Executive's immediate supervisor, (iv) Executive's material misconduct or gross negligence, (v) a material violation of any Company policy, or (vi) any material breach of this Agreement. The Board must provide thirty (30) days written notice of its intent to terminate the Executive's employment for Cause and if such grounds for Cause are curable, Executive shall have thirty (30) days following the receipt of such written notice to cure such curable event that would otherwise constitute Cause.

2.6 Accelerated Vesting of Equity Awards. The Executive's outstanding and unvested stock options will accelerate and become vested in the event of a Qualified Termination and compliance with the Termination Conditions. If the Executive's employment is terminated for any reason other than Cause, death, or "permanent and total disability", the Executive may exercise the vested portion of any stock options until the expiration date of such option.

ARTICLE 3
ADDITIONAL CONSIDERATION

3.1 Change of Control. As incentive for Executive to actively pursue the best interests of Company's stockholders, in the event of a Change of Control (as that term is defined below), then Executive shall earn a minimum bonus of $500,000, which shall be paid in one lump sum payment within ten business days from the effective date of the Change of Control.

As used in this Agreement, a "Change of Control" shall mean the occurrence of any of the following events:

(a) Ownership. Any "Person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becomes the "Beneficial Owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company's then outstanding voting securities (excluding for this purpose any such voting securities held by the Company, or any affiliate, parent or subsidiary of the Company, or by any employee benefit plan of the Company) pursuant to a transaction or a series of related transactions;

(b) Merger/Sale of Assets. (1) A merger, reverse merger, or consolidation of the Company or a subsidiary of the Company or an acquisition of assets or an entity by the Company or a subsidiary of the Company whether or not approved by the Board, other than a merger or consolidation or acquisition of assets or an entity which would result in the holders of the voting securities of the Company outstanding immediately prior thereto continuing to hold (either by remaining outstanding or by being converted into voting securities of the surviving entity or the parent of such corporation) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or parent of such entity, as the case may be, outstanding immediately after such merger or consolidation; or (2) the sale or disposition by the Company of all or substantially all of the Company's assets to any person other than a wholly or majority owned direct or indirect subsidiary of Company; or

(c) Change in Board Composition. A change in the composition of the Board, as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" shall mean directors who either (1) are directors of the Company as of the date of this Agreement, or (2) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors, or by a committee of the Board made up of at least a majority of the Incumbent Directors, at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors).

ARTICLE 4
RESTRICTIVE COVENANTS

4.1 Confidentiality and Nondisclosure. Confidentiality and nondisclosure provisions are defined in the Employee Inventions and Confidentiality Agreement, which Executive shall sign contemporaneously with this Agreement. Consistent with that separate agreement, the Executive will not use or disclose to any individual or entity any Proprietary Information (as that term is defined in that separate agreement) except (i) in the performance of Executive's duties for the Company, (ii) as authorized in writing by the Company, or (iii) as required by subpoena or court order, provided that, prior written notice of such required disclosure is provided to the Company and, provided further that all reasonable efforts to preserve the confidentiality of such information shall be made. The restrictions on the use or disclosure of Proprietary Information shall continue after Executive's employment terminates for any reason for so long as the information is not generally known to the public.

4.2 Non-Competition. During the term of Executive's employment with Company and for the period ending 12 months after the termination of Executive's employment with Company, or, in the alternative, in the event any reviewing court finds 12 months to be overbroad or unenforceable, for a period of nine months after the termination of Executive's employment with Company, or, in the alternative, in the event any reviewing court finds nine months to be overbroad or unenforceable, for a period of six months after the termination of Executive's employment with Company, or, in the alternative, in the event any reviewing court finds six months to be overbroad or unenforceable, for a period of three months after the termination of Executive's employment with Company ("Restricted Period"), regardless of the reason therefor, Executive shall not (whether directly or indirectly, as owner, principal, agent, stockholder, director, officer, manager, employee, partner, participant, or in any other capacity) engage in or become financially interested in any competitive business conducted within the Restricted Territory (as defined below). As used herein, the term "competitive business" shall mean any business that designs, develops, markets, or supports products and services competitive with the Company; and the term "Restricted Territory" shall mean any location within the United States where the Company conducts business.

4.3 Non-Solicitation of Employees and Customers. During the employment of the Executive under this Agreement and during the Restricted Period, Executive shall not at any time (i) solicit or induce, on his own behalf or on behalf of any other person or entity, any employee of the Company or any of its affiliates to leave the employ of the Company or any of its affiliates; or (ii) solicit or induce, on his own behalf or on behalf of any other person or entity, any customer or Prospective Customer of the Company or any of their respective affiliates to reduce its business with the Company or any of its affiliates. For the purposes of this Agreement, "Prospective Customer" shall mean any individual, corporation, trust or other business entity which has either (a) entered into a nondisclosure agreement with the Company or any Company subsidiary or affiliate or (b) has within the preceding 12 months received a currently pending and not rejected written proposal in reasonable detail from the Company or any of the Company's subsidiary or affiliate ("Prospective Customer").

4.4 Defend Trade Secrets Act Information. Executive acknowledges that, notwithstanding the foregoing limitations on the disclosure of trade secrets, Executive may not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a Federal, State or local government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law, or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if Executive files a proceeding against the Company in connection with a report of a suspected legal violation, Executive may disclose the trade secret to the attorney representing Executive and use the trade secret in the court proceeding, if Executive files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

4.5 Non-Disparagement. The Executive will not at any time during employment with the Company, or after the termination of employment with the Company, directly or indirectly (i) disparage, libel, defame, ridicule or make negative comments regarding, or encourage or induce others to disparage, libel, defame, ridicule or make negative comments regarding, the Company, or any of the Company's officers, directors, employees or agents, or the Company's products, services, business plans or methods; or (ii) engage in any conduct or encourage or induce any other person to engage in any conduct that is in any way injurious or potentially injurious to the reputation or interests of the Company or any of the Company's, officers, directors, employees or agents.

4.6 Survival of Termination Covenants. Executive's obligations under this Agreement shall survive Executive's termination of employment with the Company and the termination of this Agreement.

4.7 Equitable Relief. Executive hereby acknowledges and agrees that the Company and its goodwill would be irreparably injured by, and that damages at law are an insufficient remedy for, a breach or violation of the provisions of this Agreement, and agrees that the Company, in addition to other remedies available to it for such breach shall be entitled to a preliminary injunction, temporary restraining order, or other equivalent relief, restraining Executive from any actual breach of the provisions hereof, and that the Company's rights to such equitable relief shall be cumulative and in addition to any other rights or remedies to which the Company may be entitled.

ARTICLE 5
MISCELLANEOUS

5.1 Entire Agreement. This Agreement contains the entire understanding of the Company and the Executive with respect to the subject matter hereof.

5.2 Prior Agreement. This Agreement supersedes and replaces any prior oral or written employment or severance agreement between the Executive and the Company.

5.3 Subsidiaries. Where appropriate in this Agreement the term "Company" shall also include any direct or indirect subsidiaries of the Company.

5.4 Code Sections 409A and 280G.

(a) In the event that the payments or benefits set forth in Article 2 of this Agreement constitute "non-qualified deferred compensation" subject to Section 409A of the Internal Revenue Code of 1986, as amended and the regulations and guidance promulgated thereunder (collectively, "409A"), then the following conditions apply to such payments or benefits:

(i) Any termination of Executive's employment triggering payment of benefits under Article 2 must constitute a "separation from service" under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. §1.409A-1(h) before distribution of such benefits can commence. To the extent that the termination of Executive's employment does not constitute a separation of service under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. §1.409A-1(h) (as the result of further services that are reasonably anticipated to be provided by Executive to the Company at the time Executive's employment terminates), any such payments under Article 2 that constitute deferred compensation under Section 409A shall be delayed until after the date of a subsequent event constituting a separation of service under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. §1.409A-1(h). For purposes of clarification, this Section shall not cause any forfeiture of benefits on Executive's part, but shall only act as a delay until such time as a "separation from service" occurs.

(ii) Notwithstanding any other provision with respect to the timing of payments under Article 2 if, at the time of Executive's termination, Executive is deemed to be a "specified employee" of the Company (within the meaning of Section 409A(a)(2)(B)(i) of the Code), then limited only to the extent necessary to comply with the requirements of Section 409A, any payments to which Executive may become entitled under Article 2 which are subject to Section 409A (and not otherwise exempt from its application) shall be withheld until the first (1st) business day of the seventh (7th) month following the termination of Executive's employment, at which time Executive shall be paid an aggregate amount equal to the accumulated, but unpaid, payments otherwise due to Executive under the terms of Article 2.

(iii) It is intended that each installment of the payments and benefits provided under Article 2 of this

Agreement shall be treated as a separate "payment" for purposes of Section 409A. Neither the Company nor Executive shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A.

(iv) Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be interpreted and at all times administered in a manner that avoids the inclusion of compensation in income under Section 409A, or the payment of increased taxes, excise taxes or other penalties under Section 409A. The parties intend this Agreement to be in compliance with Section 409A. Executive acknowledges and agrees that the Company does not guarantee the tax treatment or tax consequences associated with any payment or benefit arising under this Agreement, including but not limited to consequences related to Section 409A.

(b) If any payment or benefit Executive would receive under this Agreement, when combined with any other payment or benefit Executive receives pursuant to a Change of Control (for purposes of this section, a "Payment") would: (i) constitute a "parachute payment" within the meaning of Section 280G the Code; and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then such Payment shall be either: (A) the full amount of such Payment; or (B) such lesser amount (with cash payments being reduced before stock option compensation) as would result in no portion of the Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local employments taxes, income taxes, and the Excise Tax, results in Executive's receipt, on an after-tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax.

5.5 Severability. It is mutually agreed and understood by the parties that should any of the restrictions and covenants contained in Article 4 be determined by any court of competent jurisdiction to be invalid by virtue of being vague, overly broad, unreasonable as to time, territory or otherwise, then the Agreement shall be amended retroactive to the date of its execution to include the terms and conditions which such court deems to be reasonable and in conformity with the original intent of the parties and the parties hereto consent that under such circumstances, such court shall have the power and authority to determine what is reasonable and in conformity with the original intent of the parties to the extent that such restrictions and covenants are enforceable. In the event any other provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Agreement, and the Agreement shall be construed and enforced as if the illegal or invalid provision had not been included.

5.6 Modification. No provision of this Agreement may be modified, waived, or discharged unless such modification, waiver, or discharge is agreed to in writing and signed by the Executive and by an authorized officer of the Company on the Company's behalf, or by the respective parties' legal representations and successors.

5.7 Dispute Resolution & Applicable Law. The parties agree that any controversy, dispute or claim arising out of or relating to this Agreement or Executive's employment with the Company shall be resolved by arbitration to be administered by the American Association of Arbitration. To the extent not preempted by the laws of the United States, the terms and provisions of this Agreement are governed by and shall be interpreted in accordance with, the laws of Arizona, without giving effect to any choice of law principles.

5.8 Successors and Assigns. This Agreement shall inure to the benefit of and be enforceable by the Company's successors and/or assigns and shall be enforceable by the Executive against the Company's successors and assigns.

5.9 Headings/References. The headings in this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

5.10 Indemnification. As additional consideration for Executive's agreement to perform the duties outlined herein, Executive shall be indemnified and held harmless by the Company for any and all claims, costs or expenses including legal fees and advancement of expenses, except in the case of willful, reckless or grossly negligent misconduct, for any activity in any suit brought against him or the Company for actions undertaken by Executive on behalf of the Company to the maximum extent provided by law, regardless of whether such indemnification is specifically authorized by statute, the Company's Articles of Incorporation or Bylaws or any other agreement.

5.11 Notices. Any notice, request, instruction, or other document to be given hereunder shall be in writing and shall be deemed to have been given: (a) on the day of receipt, if sent by electronic mail (provided sender demonstrates evidence of transmission) or overnight courier; (b) upon receipt, if given in person; (c) five days after being deposited in the mail, certified or registered mail, postage prepaid, and in any case addressed as follows:

If to the Company:

11811 N. Tatum Blvd, Ste. 3050
Phoenix, Arizona 85028
Attn: Board of Directors

with copy sent to the attention of the Chairman of the Board of Directors at the same address

If to the Executive:

Matthew Morgan
3256 E Valley Vista Lane
Paradise Valley, Arizona 85253

or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____ __, 2019.

ONEQOR TECHNOLOGIES, INC.

By:_____
Larry Martin, Director

EXECUTIVE

EXHIBIT A
EXECUTIVE'S COMPENSATION AND BENEFITS

1. Base Salary: $500,000 (or any increased amount approved by the Board of Directors or the Compensation Committee) paid in accordance with the Company's standard payroll practices for senior executives (Base Salary).

2. Performance-Based Incentive: Executive shall be eligible to receive an annual cash bonus (the "Annual Performance Bonus"), with the target amount of such Annual Performance Bonus equal to 200% of Executive's Base Salary (the "Target Performance Bonus") in the year to which the Annual Performance Bonus relates; provided that the actual amount of the Annual Performance Bonus may be greater or less than the Target Performance Bonus. The Annual Performance Bonus shall be based on performance and achievement of Company goals and objectives as defined by the Board or Compensation Committee. The amount of the Annual Performance Bonus shall be determined by the Board or Compensation Committee in its sole discretion, and shall be paid to Executive no later than March 15th of the calendar year immediately following the calendar year in which it was earned. Executive must be employed by the Company on the date that the Annual Performance Bonus is paid to Executive in order to be eligible for, and to be deemed as having earned, such Annual Performance Bonus. If, during the Term: (i) the Executive's employment with the Company is terminated by the Company other than for Cause, or (ii) Executive resigns for Good Reason, then Executive will receive a pro-rated bonus for the time worked based on the percentage worked of the calendar year, which bonus will be paid within thirty (30) days after the date of termination or resignation. The Company shall deduct from the Annual Performance Bonus all amounts required to be deducted or withheld under applicable law or under any employee benefit plan in which Executive participates.

3. Paid Time Off: Executive shall be entitled to paid time off pursuant to the terms and conditions of the Company's policy and practices as applied to the Company's senior executives.

4. Health & Welfare Benefits: Executive shall be eligible to participate in all health and welfare benefits as provided generally to other senior level employees of the surviving entity of the merger. This includes but is not limited to short-term and long-term disability, life insurance and supplemental coverage. The Company shall also reimburse Executive for his premiums for Medicare coverage.

5. Car Allowance. Executive shall be paid a car allowance in the amount of $1,000 per month.

6. Retirement Benefits: Executive shall be eligible to participate in all retirement benefits provided generally to other employees of the Company

AMENDMENT TO
AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT

This Amendment to the Amended and Restated Executive Employment Agreement (this "Amendment") is dated as of February 13, 2020 and is entered into by and between OneQor Technologies, Inc. (the "Company") and Matthew Morgan (the "Executive").

WHEREAS, the Company and the Executive entered into an Amended and Restated Executive Employment Agreement, dated as of October 29, 2019 (the "Agreement");

WHEREAS, the Company anticipates entering into a corporate transaction (the "Merger") pursuant to the Agreement and Plan of Merger by and among the Company, Terra Tech Corp., and certain other parties dated as of October 30, 2019, as amended (the "Merger Agreement");

WHEREAS, the parties wish to amend certain terms of the Agreement as set forth herein; and

WHEREAS, all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Section 1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"1.2 Term and Renewal. The term of this Agreement shall commence on the Commencement Date and shall continue for a term of one (1) year from the Commencement Date. For the avoidance of doubt, a termination due to expiration of the Term shall not be deemed a Qualified Termination (as defined below). The period of time between the Commencement Date and the termination of this Agreement shall be referred to herein as the "Term.""

2. Section 2.2 of the Agreement is hereby amended by deleting the first sentence therein and replacing it with the following:

"If, during the Term: (i) the Executive's employment with the Company is terminated by the Company other than for Cause, (ii) if Executive's employment with the Company ends due to death or Disability,

or (iii) Executive resigns for Good Reason, (each of which is considered a "Qualified Termination"), then the Executive shall be entitled to the Severance Benefits as described in Section 2.3 herein as well as his Accrued Benefits."

3. Section 2.3(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(a) One (1) times the Executive's then current annual base salary, less any taxes and withholding as may be necessary pursuant to law, to be paid in equal installments in accordance with the Company's normal payroll practices."

4. Section 2.4 of the Agreement is deleted in its entirety and replaced with the following:

“2.4 Good Reason. For purposes of this Agreement, "Good Reason" shall mean the occurrence of any of the following, without the Executive's prior written consent: (i) a material reduction in Executive's Base Salary or (ii) a relocation of the Executive's primary place of employment to a location more than fifty (50) miles from Phoenix, Arizona. However, none of the foregoing events or conditions will constitute Good Reason unless: (x) the Executive provides the Company with written objection to the event or condition within thirty (30) days following the occurrence thereof, (y) the Company does not reverse or cure the event or condition within thirty (30) days of receiving that written objection, and (z) the Executive resigns his employment within ten (10) days following the

expiration of that cure period."

5. Article 3 of the Agreement is deleted in its entirety and replaced with the following: "[Reserved]."

6. Executive hereby unconditionally and irrevocably waives, releases and forever discharges the Company and its affiliates from any and all liabilities of any kind or nature whatsoever related to Article 3 of the Agreement. Executive acknowledges and agrees that no payments are or shall become payable under Article 3 of the Agreement.

7. Section 1 of Exhibit A to the Agreement is hereby amended to set the "Base Salary" to $300,000 by deleting the reference to "$500,000" and replacing it with "$300,000".

8. Section 2 of Exhibit A to the Agreement is hereby amended to set the "Target Performance Bonus" to 100% by deleting the reference to "200%" and replacing it with "100%".

9. Section 5 of Exhibit A to the Agreement is hereby amended to set the car allowance to $500 by deleting the reference to "$1,000" and replacing it with "$500".

10. Executive hereby acknowledges that this Amendment and all actions hereunder, including, without limitation, the changes in compensation, reduction in the Term, and other changes herein, shall not serve as a basis for "Good Reason" nor constitute a "Non-Renewal Notice" under the Agreement.

11. This Amendment is binding on the parties on the date it is executed by the parties. The terms of this Amendment shall become effective immediately prior to the closing of the Merger; provided, however, if the Merger is not consummated, then this Amendment shall become null and void without the terms having become effective.

12. Except as specifically modified herein, any of the other terms of the Agreement shall remain in full force and effect.

[Signature Page Follows]

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

ONEQOR TECHNOLOGIES, INC.

By: */s/ John King*
Name: John King
Title: Chief Financial Officer

EXECUTIVE

/s/ Matthew Morgan
Matthew Morgan

[Signature Page to Amendment]

EXHIBIT 10.2

AMENDMENT AND WAIVER AGREEMENT

This Amendment and Waiver Agreement (this "Amendment") is dated as of February 13, 2020 and is entered into by and between Terra Tech Corp., a Nevada corporation. (the "Company") and Derek Peterson (the "Executive").

WHEREAS, the Company and the Executive entered into an Employment Agreement, dated as of July 1, 2019 (the "Agreement");

WHEREAS, upon the consummation of certain transactions (the "Merger") as specified in that certain Agreement and Plan of Merger by and among the Company, OneQor Technologies, Inc. ("OneQor"), TT Merger Sub, Inc. ("Merger Sub"), and certain other parties, dated as of October 30, 2019, as amended (the "Merger Agreement"), Merger Sub shall cease to exist and OneQor shall continue as the surviving corporation of the Merger;

WHEREAS, in connection with the Merger: (a) Executive's title will be changed to Chief Strategy Officer; and (b) Executive shall report to the Chief Executive Officer.

WHEREAS, it is a condition precedent to the closing of the Merger Agreement that the Executive enter into this Agreement; and

WHEREAS, all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Executive hereby consents to the following "Employment Changes": (a) Executive's title shall be changed to "Chief Strategy Officer"; and (b) Executive reporting relationship will be changed to the Chief Executive Officer. Executive acknowledges and agrees that the Employment Changes shall not serve as a basis for "Good Reason" under the Employment Agreement.

2. Section 1 of the Agreement is amended to replace all references to "Chief Executive Officer" with references to "Chief Strategy Officer."

3. Section 2.4(iii) is hereby deleted in its entirety and replaced with the following: "(iii) any requirement that the Executive report to anyone other than the Chief Executive Officer".

4. Executive hereby acknowledges and agrees that the Merger shall not be deemed a Change of Control for purposes of the Agreement.

5. Except as specifically modified herein, any of the other terms of the Agreement shall remain in full force and effect.

[Signature Page Follows]

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

TERRA TECH CORP.

By: */s/ Michael Nahass*
Name: Michael Nahass
Title: COO/President

EXECUTIVE

/s/ Derek Peterson
Derek Peterson

[Signature Page to Amendment to Employment Agreement]

EXHIBIT 10.3

STOCK FORFEITURE

February 14, 2020

The undersigned holder of options of Terra Tech Corp., a Nevada corporation (the "**Company**") is the holder of 275,000 non-qualified stock options to purchase shares of common stock of the Company, which such stock options may be vested or unvested as of the date hereof ("**Company Options**"). The undersigned desires to forfeit and have the Company cancel the Company Options (the '**Forfeited Options**") effective as of the date set forth above (the "**Effective Date**").

NOW, THEREFORE, the undersigned represents, warrants and agrees as follows:

1. On the Effective Date, the Forfeited Options shall be cancelled and retired by the Company and shall be of no further force or effect, and the undersigned agrees that no payment by the Company to the undersigned shall be made with respect thereto.

2. The undersigned hereby acknowledges that the Company will cancel the Forfeited Options on the books and records of the Company.

3. The undersigned represents and warrants to the Company that the undersigned holds good and valid title to the Forfeited Options, free and clear of all liens, encumbrances, pledges, interests, and adverse claims whatsoever.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal as of the date first set forth above.

By: */s/ Derek Peterson*
Derek Peterson

Accepted and Acknowledged:

TERRA TECH CORP.

By: */s/Michael Nahass*
Name: Michael Nahass
Title: President/COO

[Signature Page to Stock Forfeiture Agreement]

EXHIBIT 10.4

STOCK FORFEITURE

February 14, 2020

The undersigned holder of options of Terra Tech Corp., a Nevada corporation (the "**Company**") is the holder of 275,000 non-qualified stock options to purchase shares of common stock of the Company, which such stock options may be vested or unvested as of the date hereof ("**Company Options**"). The undersigned desires to forfeit and have the Company cancel the Company Options (the '**Forfeited Options**") effective as of the date set forth above (the "**Effective Date**").

NOW, THEREFORE, the undersigned represents, warrants and agrees as follows:

1. On the Effective Date, the Forfeited Options shall be cancelled and retired by the Company and shall be of no further force or effect, and the undersigned agrees that no payment by the Company to the undersigned shall be made with respect thereto.

2. The undersigned hereby acknowledges that the Company will cancel the Forfeited Options on the books and records of the Company.

3. The undersigned represents and warrants to the Company that the undersigned holds good and valid title to the Forfeited Options, free and clear of all liens, encumbrances, pledges, interests, and adverse claims whatsoever.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal as of the date first set forth above.

By: */s/ Michael Nahass*
Michael Nahass

Accepted and Acknowledged:

TERRA TECH CORP.

By: */s/ Derek Peterson*
Name: Derek Peterson
Title: CEO

[Signature Page to Stock Forfeiture Agreement]

EXHIBIT 10.5

AMENDMENT TO
TERRA TECH CORP.
AMENDED AND RESTATED
2018 EQUITY INCENTIVE PLAN

This Amendment to Terra Tech Corp. Amended and Restated 2018 Equity Incentive Plan (the "Plan") is made in accordance with the provisions of Section 31 of the Plan. Any capitalized terms not defined herein shall have the meaning set forth in the Plan.

1. Section 3(a) of the Plan is hereby deleted in its entirety and replaced with the following:

   "(a) The number of Shares which may be issued from time to time pursuant to this Plan shall be the sum of: (i) 43,976,425 shares of Common Stock and (ii) any shares of Common Stock that are represented by awards granted under the Company's Terra Tech Corp. 2016 Equity Incentive Plan that are forfeited, expire or are cancelled without delivery of shares of Common Stock or which result in the forfeiture of shares of Common Stock back to the Company on or after December 11, 2018, or the equivalent of such number of Shares after the Administrator, in its sole discretion, has interpreted the effect of any stock split, stock dividend, combination, recapitalization or similar transaction in accordance with Paragraph 25 of this Plan; provided, however, that no more than 2,000,000 Shares shall be added to the Plan pursuant to subsection (ii)."

2. Except as expressly amended hereby, the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment this 14th day of February, 2020.

TERRA TECH CORP.

By: */s/ Derek Peterson*
Name: Derek Peterson
Title: CEO

EXHIBIT 99.1

Terra Tech and OneQor Announce Successful Completion of Merger

Company announces plans to change name to Onyx Group Holdings

New entity will operate as a holding company focusing on multiple cannabinoid verticals

Irvine, CA; Phoenix, AZ — February 18, 2020 Terra Tech Corp. ("Terra Tech") (OTCQX: TRTC), a vertically integrated, cannabis-focused agriculture company, and OneQor Pharmaceutical ("OneQor"), a privately held over-the-counter (OTC) pharmaceutical company focused on developing, patenting, and delivering proprietary, plant-derived formulations in order to provide consumers with safer, more effective OTC solutions, today announced that the two companies have closed the previously announced merger pursuant to which OneQor merged with a wholly owned subsidiary of Terra Tech in an all-stock transaction (the "Merger").

Immediately prior to closing the Merger, the parties entered into an amendment to the Merger Agreement pursuant to which pre-merger Terra Tech shareholders will own approximately 79% of the combined company and OneQor shareholders and holders of certain OneQor Simple Agreements for Future Equity ("SAFEs") will own approximately 21% of the combined company. The amendment also provides that in connection with the terms of certain other OneQor SAFEs (the "SAFE 2s"), such SAFE 2s will convert into shares of Terra Tech common stock on the first trading day after the Merger at the dollar volume-weighted average price per share of Terra Tech common stock on the day prior to the Merger and the issuance of such shares of Terra Tech common stock will dilute both Terra Tech shareholders and OneQor shareholders prior to the Merger. Upon conversion of the SAFE 2s, Terra Tech shareholders prior to the Merger will own in the aggregate approximately 73.9% of the combined company, OneQor shareholders and certain SAFE holders prior to the Merger will own in the aggregate approximately 19.7% of the combined company, and the SAFE 2 holders will own in the aggregate approximately 6.2% of the combined company.

In connection with the Merger, the combined company announced plans to change its name to Onyx Group Holdings ("Onyx") and expects to trade on the OTC Market under a new ticker symbol to be announced in the near future.

Management and Organization

The combined company will focus on both emerging cannabinoid-based pharmaceutical development opportunities as well as the continued expansion of its portfolio of THC assets. The company will have three main business verticals: Terra Tech's THC assets and cannabinoid-based products and research and development, harnessing Terra Tech's brand recognition in the cannabis market and OneQor's pharmaceutical infrastructure.

At closing, Matthew Morgan, OneQor CEO, has been appointed as the CEO of the combined company and has joined the Terra Tech Board of Directors, with Terra Tech CEO Derek Peterson remaining on the Board as Chairman. The combined company's Board of Directors has five members, consisting of four members of Terra Tech's current Board of Directors and Mr. Morgan.

"I am excited to bring in Matt to lead the Company as it enters this next stage of its evolution. Matt was one of the early adopters in the cannabis market and emerged to become a significant cannabis entrepreneur. His track record as a strong operator, which includes running some of the most successful dispensaries and co-founding Ignite Cannabis Co., speaks for itself," said Mr. Peterson. "With Matt at the helm of Onyx, I am confident that we have a major opportunity to grow our presence in multiple cannabinoid verticals and to build value for shareholders."

Mr. Peterson continued, "The revised deal structure is based upon a change in market conditions that saves Terra Tech shareholders significant dilution. We are confident that this revised agreement will deliver greater value to our shareholders and better position the company to be a leader in the growing cannabis and CBD markets, as well as the cannabinoid research and development space."

Mr. Morgan commented, "Reorganizing the company as Onyx Group Holdings gives us the flexibility we need to invest in high growth, cannabinoid-focused opportunities to maximize shareholder value. Onyx will have three verticals initially, consisting of Terra Tech's THC assets, OneQor's alternative cannabinoid products and a research arm. I've had this vision of a cannabinoid-centric holding company for many years. Now, with this new structure, we can realize that vision and position ourselves to leverage opportunities in healthcare, pharmaceuticals, consumer brands, startups, minority investments and beyond. I couldn't be more excited to spearhead this endeavor for all our shareholders and drive maximum value for years to come."

The company is forming a Scientific Advisory Board to spearhead the research and development component of the company. Additionally, the company will be supported by a mix of current management and accounting executives. The company is expected to have operations in both Phoenix, Arizona, and Irvine, California.

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 multiple California and Nevada locations. IVXX, Inc. is a wholly owned subsidiary of Terra Tech that produces cannabis-extracted products for regulated cannabis dispensaries throughout California and 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.

About OneQor Pharmaceutical

OneQor is an innovative, cannabinoid-focused pharmaceutical company, concentrating on the development, manufacturing, and delivery of patented, proprietary OTC products to established suppliers and consumer brands. OneQor presently has a number of ongoing case studies utilizing CBD as well as other Cannabinoids and is in the planning stages of subsequent studies targeting opioid cessation, sleep disturbances, chronic pain, and inflammation. OneQor has also filed patent applications covering a wide scope of technical and clinical innovations. All OneQor products are/will be manufactured in a facility that is FDA-approved for OTC drugs. Lastly, OneQor is currently in late-stage talks with established national retail chains to formulate and supply them with their private-label topical cannabinoid-based wellness products.

Cautionary Statement Regarding Forward-Looking Statements

Certain statements contained in this communication regarding matters that are not historical facts, are forward-looking statements within the meaning of Section 21E of the Securities and Exchange Act of 1934, as amended, and the Private Securities Litigation Reform Act of 1995, known as the PSLRA. These include statements regarding management's intentions, plans, beliefs, expectations or forecasts for the future, and, therefore, you are cautioned not to place undue reliance on them. No forward-looking statement can be guaranteed, and actual results may differ materially from those projected. Terra Tech undertakes no obligation to publicly update any forward-looking statement, whether as a result of new information, future events or otherwise, except to the extent required by law. We use words such as "anticipates," "believes," "plans," "expects," "projects," "future," "intends," "may," "will," "should," "could," "estimates," "predicts," "potential," "continue," "guidance," and similar expressions to identify these forward-looking statements that are intended to be covered by the safe-harbor provisions of the PSLRA. Such forward-looking statements are based on our expectations and involve risks and uncertainties; consequently, actual results may differ materially from those expressed or implied in the statements due to a number of factors.

New factors emerge from time to time and it is not possible for us to predict all such factors, nor can we assess the impact of each such factor on the business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. These risks, as well as other risks associated with the combination, will be more fully discussed in our reports with the SEC. Additional risks and uncertainties are identified and discussed in the "Risk Factors" section of Terra Tech's Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and other documents filed from time to time with the SEC. Forward-looking statements included in this release are based on information available to Terra Tech as of the date of this release. Terra Tech undertakes no obligation to update such forward-looking statements to reflect events or circumstances after the date of this release.

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