

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549

**FORM 8-K**

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): October 28, 2020 (October 22, 2020)

**TERRA TECH CORP.**

(Exact name of registrant as specified in its charter)

<u>Nevada</u> (State or other jurisdiction of incorporation)	<u>000-54258</u> (Commission File Number)	<u>26-3062661</u> (IRS Employer Identification No.)
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2040 Main Street, Suite 225 Irvine, California 92614  
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (855) 447-6967

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in 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 checkmark 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.

**Item 1.01 Entry into a Material Definitive Agreement.**

On October 22, 2020, MediFarm I LLC (the “Seller”), a wholly-owned subsidiary of Terra Tech Corp. (“Terra Tech” or, the “Company”), Terra Tech, Picksy Reno, LLC (the “Purchaser”) and Mystic Holdings, Inc. (“Mystic”) entered into a Letter Agreement (the “Letter Agreement”) modifying certain terms of the Asset Purchase Agreement (the “Purchase Agreement”) between the Seller and the Purchaser, dated as of August 19, 2019, pursuant to which the Seller agreed to sell and the Purchaser agreed to purchase substantially all of the assets of the Seller related to the Seller’s dispensary located at 1085 S Virginia St Suite A, Reno, NV 89502 (the “Business”). The Letter Agreement provides, among other things, that \$8,332,096 of the cash portion of the purchase price to be paid for the Business will be paid in 8,332,096 shares of Mystic common stock (the “Shares”), upon approval of such issuance by the Nevada Cannabis Compliance Board (the “CCB”). Mystic is required to register the Shares on Form S-1 by no later than the date the Shares are listed or quoted for trading on a trading market. In the event the CCB does not approve issuance of the Shares, the cash portion of the purchase price to be paid for the Business will be due at closing of the transaction. In addition, the Letter Agreement provides, among other things, that (i) Terra Tech has the right to require Mystic to repurchase the Shares at a price of \$1.00 per Share under certain circumstances, and (ii) during the first six (6) months Terra Tech is able to sell Shares on a trading market, Terra Tech will not sell more than 1,500,000 Shares during any thirty (30) calendar day period; provided such limitation will not apply to Shares sold at a price equal to or greater than \$2.00 per Share. The transaction is subject to approval by the CCB and is expected to close promptly following receipt of such approval. There is no material relationship between the Company or its affiliates and the Purchaser other than in respect of the transactions contemplated by the Purchase Agreement and the Letter Agreement.

Except as modified by the Letter Agreement, the terms of the Purchase 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 on August 20, 2019 are unchanged. The foregoing description of the Letter Agreement is qualified in its entirety by reference to the full text of such document, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and which is incorporated by reference herein in its entirety.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

[10.1 Letter Agreement, dated October 22, 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: October 28, 2020

By: /s/ Michael Nahass

Michael Nahass  
President

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

October 22, 2020

Picksy Reno LLC  
1901 Camino Carlos Rey  
North Las Vegas, NV 89031  
Attn: Manager

Ladies and Gentlemen:

Reference is made to that certain Asset Purchase Agreement (the "Agreement"), dated on or about August 19, 2019, between MediFarm I LLC (the "Seller") and Picksy Reno LLC (the "Purchaser"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

Pursuant to a Letter Agreement dated August 3, 2020, the Parties agreed that Terra Tech Corp. ("Terra Tech"), Seller's parent corporation, in its sole discretion, may elect, in part or in total, to substitute the Purchase Price indicated in Section 2.2(a) and/or the Promissory Note indicated in Section 2.2(b) of the Agreement, with shares of common stock of Mystic Holdings, Inc. ("Mystic") at a strike price to be determined by agreement of the Parties.

In order to accommodate the financial and business needs and desires of both Parties to the Agreement, the Parties wish to modify the Agreement as follows:

1. Terra Tech hereby elects to substitute the cash portion of the Purchase Price for 8,332,096 shares of Mystic common stock (the "Shares"). Mystic shall issue a certificate representing the Shares to Terra Tech within two (2) business days after approval of such issuance by the Nevada Cannabis Compliance Board (the "CCB"). Mystic shall request such approval from the CCB within five (5) business days after the date of this Agreement and shall diligently pursue such approval as well as approval from any Nevada Governmental Authorities necessary for the Closing of the Transaction. Within ten (10) business days after the date of this Agreement, Mystic and Terra Tech shall enter into a Registration Rights Agreement requiring Mystic to register the Shares on Form S-1 by no later than the date on which the shares of Mystic common stock are listed or quoted for trading on a United States exchange or market, including NYSE, NASDAQ, OTC, or international markets including but not limited to the CSE (a "Trading Market"), and containing other customary terms. In the event the CCB, does not approve the issuance of the Shares to Terra Tech by the Closing Date, the cash portion of the Purchase Price shall be due at the Closing pursuant to the terms of the Agreement.
  2. In the event the shares of Mystic common stock, including the Shares, are not listed or quoted for trading on a Trading Market within six (6) months from the date of this Agreement, Terra Tech shall have the right (the "First Put Right") to require Mystic to repurchase some or all of the Shares (the "First Put Shares") on one or more occasions at any time after such six (6) month period at a price of \$1.00 U.S. per Share (the "First Put Price"). Terra Tech may exercise the First Put Right by delivering a written notice (a "First Put Notice") to Mystic. In the event Terra Tech exercises the First Put Right, a closing shall
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be held within five (5) business days from the date of each First Put Notice. At each such closing, Mystic shall deliver to Terra Tech an amount equal to the First Put Price multiplied by the number of First Put Shares by wire transfer of immediately available funds and Terra Tech shall deliver to Mystic a certificate representing the First Put Shares, together with reasonable documentation for transfer of title. Terra Tech's First Put Right shall be limited to 1,500,000 Shares during each thirty (30) calendar day period.

3. Terra Tech agrees that, beginning on the date it is first able to sell the Shares on a Trading Market (the "Trading Date") and ending on the six (6) month anniversary of the Trading Date, it shall limit such sales to up to 1,500,000 Shares during each thirty (30) calendar day period beginning on the Trading Date; provided such limitation shall not apply to any Shares sold at a price equal to or greater than \$2.00 U.S. per Share (excluding commissions).
4. Beginning on the six (6) month anniversary of the Trading Date and ending on the one (1) year anniversary of the Trading Date, should the Mystic share price trade below \$1.00 U.S. per share, Terra Tech shall have the right (the "Second Put Right") to require Mystic to repurchase some or all of the Shares then owned by Terra Tech (the "Second Put Shares") on one or more occasions at any time after such six (6) month anniversary and before such one (1) year anniversary with a limit of 1,500,000 Shares during each thirty (30) calendar day period at a price of \$1.00 U.S. per Share (the "Second Put Price"). Terra Tech may exercise the Second Put Right by delivering a written notice (a "Second Put Notice") to Mystic. In the event Terra Tech exercises the Second Put Right, a closing shall be held within five (5) business days from the date of each Second Put Notice. At each such closing, Mystic shall deliver to Terra Tech an amount equal to the Second Put Price multiplied by the number of Second Put Shares by wire transfer of immediately available funds and Terra Tech shall deliver to Mystic a certificate representing the Second Put Shares, together with reasonable documentation for transfer of title.
5. Except as set forth herein, the Agreement is ratified and confirmed in all respects and shall not be amended or otherwise modified. All other terms and conditions of the Agreement not in conflict with the terms of this Letter Agreement shall remain in full force and effect. In the event there is a conflict between the terms of the Agreement and the terms of this Letter Agreement, the terms provided in this Letter Agreement shall control. For the avoidance of doubt, the Parties agree that no late fees, penalty interest, liquidated damages or any other amounts shall be due as a result of this Letter Agreement;
6. This Letter Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada and not by choice of law principles or the laws of any other state;
7. The Agreement, as amended by this Letter Agreement and the Letter Agreement dated August 3, 2020, embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings between the Parties; and
8. This Letter Agreement (or the signature pages hereof) may be executed in any number of counterparts; all such counterparts shall be deemed to constitute one and the same instrument; and each of said counterparts shall be deemed an original hereof.

*[Signature page to follows]*

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Kindly confirm your agreement with the above by signing in the space indicated below and by PDFing a partially executed copy of this letter to the undersigned, and which may be executed in identical counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement.

Very truly yours,

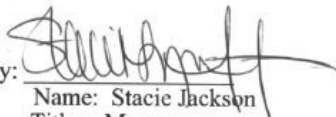
MediFarm I LLC

By: 

Name: Derek Peterson  
Title: Manager


Consented and agreed to:

Picksy Reno LLC

By: 


Name: Stacie Jackson  
Title: Manager

Mystic Holdings, Inc.

By: 

Name: Lorenzo Barracco  
Title: CEO

Terra Tech Corp.

By: 

Name: Michael Nahass  
Title: President/CEO

