

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): December 3, 2019 (December 2, 2019)

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.) |
|--|---|---|

2040 Main Street, Suite 225
Irvine, California 9261
(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))

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 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.

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.

First Amendment to Merger Agreement

As previously reported, on October 30, 2019, Terra Tech Corp., a Nevada corporation (the “Company”), TT Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of the Company (“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 the Agreement and Plan of Merger (the “Merger Agreement”) pursuant to which, upon the terms and subject to the conditions set forth therein, Merger Sub will merge with and into OneQor (the “Merger”), with OneQor continuing as the surviving company.

On December 2, 2019, the parties entered into Amendment No. 1 (the “Amendment”) to the Merger Agreement. The Amendment, among other things, extends the time period by which either the Company or OneQor may terminate the Merger Agreement if the Merger has not been consummated from December 2, 2019 to January 2, 2020. The parties to the Merger Agreement now expect the Merger to close in early January 2020, subject to customary closing conditions.

Except as modified by the Amendment, 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 Securities and Exchange Commission on November 4, 2019 are unchanged.

A copy of the Amendment is attached hereto as Exhibit 10.1, and this description is qualified in its entirety by reference to the text of the Amendment.

Forward-Looking Statements

This communication contains forward-looking statements (including within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended) concerning Terra Tech, OneQor, the proposed transaction and other matters. These statements may discuss goals, intentions and expectations as to future plans, trends, events, results of operations or financial condition, or otherwise, based on current beliefs of the management of Terra Tech, as well as assumptions made by, and information currently available to, management. Forward-looking statements generally include statements that are predictive in nature and depend upon or refer to future events or conditions, and include words such as “may,” “will,” “should,” “would,” “expect,” “anticipate,” “plan,” “likely,” “believe,” “estimate,” “project,” “intend,” and other similar expressions. Statements that are not historical facts are forward-looking statements. Forward-looking statements are based on current beliefs and assumptions that are subject to risks and uncertainties and are not guarantees of future performance. Actual results could differ materially from those contained in any forward-looking statement as a result of various factors, including, without limitation: the risk that the conditions to the closing of the transaction are not satisfied; uncertainties as to the timing of the consummation of the transaction and the ability of each of Terra Tech and OneQor to consummate the transaction; competitive responses to the transaction; unexpected costs, charges or expenses resulting from the transaction; potential adverse reactions or changes to business relationships resulting from the announcement or completion of the transaction; and legislative, regulatory, political and economic developments. The foregoing review of important factors that could cause actual events to differ from expectations should not be construed as exhaustive and should be read in conjunction with statements that are included herein and elsewhere, including the risk factors included in Terra Tech’s most recent Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K filed with the SEC. Terra Tech can give no assurance that the conditions to the transaction will be satisfied. Except as required by applicable law, Terra Tech undertakes no obligation to revise or update any forward-looking statement, or to make any other forward-looking statements, whether as a result of new information, future events or otherwise.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

| Exhibit Number | Description |
|---------------------------|---|
| <u>10.1</u> | <u>Amendment No. 1 to Agreement and Plan of Merger, dated as of December 2, 2019, by and among Terra Tech, OneQor, Merger Sub, Matthew Morgan, Larry Martin and the Shareholder Representative.</u> |

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: December 2, 2019

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

**AMENDMENT NO. 1
TO AGREEMENT AND PLAN OF MERGER**

AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER, dated as of December 2, 2019 (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 (the "Merger Agreement");

WHEREAS, pursuant to Section 12.10 of the Merger Agreement, each of the Parties wish to mutually agree to 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. 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 January 2, 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 in Article VIII or Article IX not being satisfied.

2. 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 January 2, 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.

3. Amendment to Section 10.2(a) and Section 10.2(c) of the Merger Agreement. Section 10.2(a) and Section 10.2(c) of the Merger Agreement are hereby amended and restated in their entirety as follows:

(a) Provided that OneQor shall have complied with Section 10.2(c) below, Terra Tech shall as promptly as practicable after the Closing Date, but in no event later than January 3, 2020, file the Information Statement on Schedule 14F-1 with the SEC with respect to the transactions described in this Agreement. No earlier than ten days following the mailing of the Schedule 14F-1 to the Terra Tech stockholders, Terra Tech shall cause the appointment of the individuals set forth on Schedule II to be the directors and officers of Terra Tech, and shall cause the concurrent resignation of the officers of Terra Tech as set forth on Schedule III.

(c) No later than December 15, 2019, OneQor shall provide to Terra Tech any information with respect to OneQor and the OneQor Designee required by Section 14(f) and Rule 14f-1.

4. 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 January 2, 2020, Terra Tech shall have adopted a stock option plan providing for at least 15% 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.

5. 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 January 2, 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 January 2, 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);

6. 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.

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

8. 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. 1 to Agreement and Plan of Merger to be executed as of the date first above written.

TERRA TECH CORP.

By: /s/ Steven J. Ross
Name: Steven J. Ross
Title: Director

TT MERGER SUB, INC.

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

ONEQOR TECHNOLOGIES, INC.

By: /s/ Larry Martin
Name: Larry Martin
Title: Chairman

/s/ Matthew Morgan
MATTHEW MORGAN

/s/ Larry Martin
LARRY MARTIN

**Larry Martin, solely in his capacity as a Shareholder
Representative**

By: /s/ Larry Martin