

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): March 19, 2009 (March 16, 2009)

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**Plastron Acquisition Corp. II**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction of incorporation)

**000-52651**  
(Commission File Number)

**14-1961545**  
(IRS Employer Identification No.)

**c/o Michael Rapp  
712 Fifth Avenue  
New York, NY 10019**

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(Address of principal executive offices and Zip Code)

**(212) 277-5301**

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(Registrant's telephone number, including area code)

**None.**

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(Former name or former address since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

On March 16, 2009, Plastron Acquisition Corp. II (the “Company”), received a loan from Broadband Capital Management LLC (“BCM”) in the amount of \$14,500. The Company issued a promissory note (the “Note”) to BCM, pursuant to which the principal amounts thereunder shall accrue interest at an annual rate of 8.25%, and such principal and all accrued interest shall be due and payable on or before the earlier of (i) March 16, 2014 or (ii) the date the Company consummates a business combination with a private company in a reverse merger or reverse takeover transaction or other transaction after which the company would cease to be a shell company (as defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended). Clifford Chapman, our director, Michael Rapp, our President and director, and Philip Wagenheim, our Secretary and director, all serve as management of BCM, a registered broker-dealer.

Under the Note, it shall be deemed an “Event of Default” if the Company shall: (i) fail to pay the entire principal amount of the Note when due and payable, (ii) admit in writing its inability to pay any of its monetary obligations under the Note, (iii) make a general assignment of its assets for the benefit of creditors, or (iv) allow any proceeding to be instituted by or against it seeking relief from or by creditors, including, without limitation, any bankruptcy proceedings. In the event that an Event of Default has occurred, the holder of the Note may, by notice to the Company, declare the entire Note to be immediately due and payable. In the event that an Event of Default consisting of a voluntary or involuntary bankruptcy filing has occurred, then the entire Note shall automatically become due and payable without any notice or other action by BCM. Commencing five days after the occurrence of any Event of Default, the interest rate on the Note shall accrue at the rate of 18% per annum.

A copy of the Note is attached hereto as Exhibit 4.1.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits: The following exhibits are filed as part of this report:

<u>Exhibit Number</u>	<u>Description</u>
4.1	Promissory Note issued by Plastron Acquisition Corp. II to Broadband Capital Management LLC dated March 16, 2009.

## 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.

Date: March 19, 2009

**PLASTRON ACQUISITION CORP. II**

By: /s/ Michael Rapp  
Michael Rapp  
President



**PROMISSORY NOTE**

\$14,500.00

March 16, 2009

FOR VALUE RECEIVED, and intending to be legally bound, Plastron Acquisition Corp. II, a Delaware corporation with an address at c/o Michael Rapp, 712 Fifth Avenue, New York, New York 10019 (the "Maker"), hereby unconditionally and irrevocably promises to pay to the order of Broadband Capital Management LLC with an address at 712 Fifth Avenue, New York, New York 10019 (the "Payee"), in lawful money of the United States of America, the sum of fourteen thousand five hundred dollars (\$14,500.00) on or before the earlier of (i) March 16, 2014 or (ii) the date that the Maker (or a wholly owned subsidiary of the Maker) consummates a business combination with a private company in a reverse merger or reverse takeover transaction or other transaction after which the company would cease to be a shell company (as defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended) (the "Maturity Date").

Interest shall accrue on the outstanding principal balance of this Promissory Note on the basis of a 360-day year from the date the Maker receives the funds from the Payee until paid in full at the rate of eight and one quarter percent (8.25%) annum, and shall be due and payable at the Maturity Date, or the prepayment date, if any, whichever is earlier. This Promissory Note may be prepaid in whole or in part at any time or from time to time prior to the Maturity Date.

For purposes of this Promissory Note, an "Event of Default" shall occur if the Maker shall: (i) fail to pay the entire principal amount of this Promissory Note when due and payable, (ii) admit in writing its inability to pay any of its monetary obligations under this Promissory Note, (iii) make a general assignment of its assets for the benefit of creditors, or (iv) allow any proceeding to be instituted by or against it seeking relief from or by creditors, including, without limitation, any bankruptcy proceedings.

In the event that an Event of Default has occurred, the Payee or any other holder of this Promissory Note may, by notice to the Maker, declare this entire Promissory Note to be forthwith immediately due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Maker. In the event that an Event of Default consisting of a voluntary or involuntary bankruptcy filing has occurred, then this entire Promissory Note shall automatically become due and payable without any notice or other action by Payee. Commencing five days after the occurrence of any Event of Default, the interest rate on this Note shall accrue at the rate of 18% per annum.

The nonexercise or delay by the Payee or any other holder of this Promissory Note of any of its rights hereunder in any particular instance shall not constitute a waiver thereof in that or any subsequent instance. No waiver of any right shall be effective unless in writing signed by the Payee, and no waiver on one or more occasions shall be conclusive as a bar to or waiver of any right on any other occasion.

Should any part of the indebtedness evidenced hereby be collected by law or through an attorney-at-law, the Payee or any other holder of this Promissory Note shall, if permitted by applicable law, be entitled to collect from the Maker all reasonable costs of collection, including, without limitation, attorneys' fees.

All notices and other communications must be in writing to the address of the party set forth in the first paragraph hereof and shall be deemed to have been received when delivered personally (which shall include via an overnight courier service) or, if mailed, three (3) business days after having been mailed by registered or certified mail, return receipt requested, postage prepaid. The parties may designate by notice to each other any new address for the purpose of this Promissory Note.

Maker hereby forever waives presentment, demand, presentment for payment, protest, notice of protest, and notice of dishonor of this Promissory Note and all other demands and notices in connection with the delivery, acceptance, performance and enforcement of this Promissory Note.

This Promissory Note shall be binding upon the successors and assigns of the Maker, and shall be binding upon, and inure to the benefit of, the successors and assigns of the Payee.

This Promissory Note shall be governed by and construed in accordance with the internal laws of the State of New York. All disputes between the Maker and the Payee relating in any way to this Promissory Note shall be resolved only by state and federal courts located in New York County, New York, and the courts to which an appeal therefrom may be taken.

IN WITNESS WHEREOF, the undersigned Maker has executed this Promissory Note as of March 16, 2009.

**MAKER:**

**PLASTRON ACQUISITION CORP. II**

By: /s/ Michael Rapp  
Michael Rapp  
President

