FORM 10-Q

U.S. SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

x QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2013

OR

o TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

For the transition period from ________ to ________

Commission file number 000-53057

Zeta Acquisition Corp. II
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	61-1547850 (I.R.S. Employer Identification Number)

c/o Equity Dynamics Inc., 666 Walnut Street, Suite 2116, Des Moines, Iowa 50309
(Address of principal executive offices)

(515) 244-5746
(Registrant's telephone number, including area code)

No change
(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes x No o.

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes x No o

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

Large accelerated filer	o	Accelerated filer	o
Non-accelerated filer (Do not check if a smaller reporting company)	o	Smaller reporting company	x.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes x No o.

APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING
THE PRECEDING FIVE YEARS:

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. Yes o No o.

APPLICABLE ONLY TO CORPORATE ISSUERS:

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date: 5,000,000 shares of common stock, par value $.0001 per share, outstanding as of August 14, 2013.

ZETA ACQUISITION CORP. II

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PART I – FINANCIAL INFORMATION

Item 1. Financial Statements.

ZETA ACQUISITION CORP. II
(A Development Stage Company)

Condensed Balance Sheets

	June 30, 2013	December 31, 2012
	(Unaudited)	
Assets		
Current assets:		
Cash and cash equivalents	$ 18,420	$ 4,607
Prepaid expenses	-	3,500
Total assets	$ 18,420	$ 8,107
Liabilities and stockholders' deficit		
Current liabilities:		
Accounts payable	$ 175	$ 1,850
Accrued interest	13,848	11,298
Accrued expenses	2,750	5,500
Notes payable, stockholders	110,000	85,000
Total liabilities	126,773	103,648
Stockholders' deficit		
Preferred stock, $0.0001 par value; 10,000,000 shares authorized; no shares issued and outstanding	-	-
Common stock, $0.0001 par value; 100,000,000 shares authorized; 5,000,000 shares issued and outstanding	500	500
Additional paid-in capital	49,500	49,500
Deficit accumulated during the development stage	(158,353)	(145,541)
Total stockholders' deficit	(108,353)	(95,541)
Total liabilities and stockholders' deficit	$ 18,420	$ 8,107

See accompanying notes.

ZETA ACQUISITION CORP. II
(A Development Stage Company)

Condensed Statements of Operations
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,		Cumulative Period From November 16, 2007 (Inception) Through
	2013	2012	2013	2012	June 30, 2013
Operating expenses:					
Formation costs	$ -	$ -	$ -	$ -	$ 15,643
General and administrative	5,456	5,031	10,262	9,262	128,862
Operating loss	(5,456)	(5,031)	(10,262)	(9,262)	(144,505)
Interest expense	1,293	1,272	2,550	2,403	13,848
Net loss	$ (6,749)	$ (6,303)	$ (12,812)	$ (11,665)	$ (158,353)
Net loss per basic and diluted common share	$ (0.00)	$ (0.00)	$ (0.00)	$ (0.00)	$ (0.03)
Weighted-average number of common shares outstanding	5,000,000	5,000,000	5,000,000	5,000,000	4,931,807

See accompanying notes.

ZETA ACQUISITION CORP. II
(A Development Stage Company)

Condensed Statements of Cash Flows
(Unaudited)

	Six Months Ended June 30, 2013	Six Months Ended June 30, 2012	Cumulative Period From November 16, 2007 (Inception) Through June 30, 2013
Operating activities			
Net loss	$ (12,812)	$ (11,665)	$ (158,353)
Adjustments to reconcile net loss to net cash used in operating activities:			
Decrease (increase) in prepaid expenses	3,500	(3,750)	-
Increase (decrease) in accounts payable	(1,675)	(2,802)	175
Increase in accrued interest	2,550	2,403	13,848
Increase (decrease) in accrued expenses	(2,750)	(4,000)	2,750
Net cash used in operating activities	(11,187)	(19,814)	(141,580)
Financing activities			
Proceeds from notes payable, stockholders	25,000	25,000	120,000
Payments on notes payable, stockholders	-	-	(10,000)
Proceeds from issuance of common stock	-	-	50,000
Net cash provided by financing activities	25,000	25,000	160,000
Net increase in cash and cash equivalents	13,813	5,186	18,420
Cash and cash equivalents at beginning of period	4,607	4,125	-
Cash and cash equivalents at end of period	$ 18,420	$ 9,311	$ 18,420

See accompanying notes.

Notes to Condensed Financial Statements
(Unaudited)
June 30, 2013

1. Nature of Operations and Significant Accounting Policies

Nature of Operations

Zeta Acquisition Corp. II (the "Company") was incorporated under the laws of the State of Delaware on November 16, 2007. The Company is a new enterprise in the development stage as defined by Accounting Standards Codification ("ASC") Topic 915, *Development Stage Entities*. The Company was organized as a vehicle to investigate and, if such investigation warrants, acquire a target company or business seeking the perceived advantages of being a publicly held corporation. The Company's principal business objective for the next twelve (12) months and beyond will be to achieve long-term growth potential through a combination with a business. The Company will not restrict its potential candidate target companies to any specific business, industry or geographical location and, thus, may acquire any type of business.

Liquidity

Since its inception, the Company has generated no revenues and has incurred a net loss of $158,353. Since inception, the Company has been dependent upon the receipt of capital investment or other financing to fund its continuing activities. The Company has not identified any business combination and therefore, cannot ascertain with any degree of certainty the capital requirements for any particular transaction. In addition, the Company is dependent upon certain related parties to provide continued funding and capital resources. The accompanying financial statements have been presented on the basis of the continuation of the Company as a going concern and do not include any adjustments relating to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all highly liquid investments with a maturity of three (3) months or less to be cash equivalents.

1. Nature of Operations and Significant Accounting Policies (continued)

Income Taxes

The Company accounts for income taxes in accordance with ASC Topic 740, *Income Taxes*, which requires the recognition of deferred tax liabilities and assets at currently enacted tax rates for the expected future tax consequences of events that have been included in the financial statements or tax returns. A valuation allowance is recognized to reduce the net deferred tax asset to an amount that is more likely than not to be realized.

Fair Value of Financial Instruments

Pursuant to ASC Topic 820-10, *Fair Value Measurements and Disclosures*, the Company is required to estimate the fair value of all financial instruments included on its balance sheet as of June 30, 2013. The Company considers the carrying value of cash and cash equivalents, accounts payable, accrued interest, accrued expenses, and notes payable to stockholders to approximate fair value due to their short maturity.

Net Loss Per Share

Basic loss per share is computed by dividing net loss by the weighted-average number of common shares outstanding for the period. The Company currently has no dilutive securities and as such, basic and diluted loss per share are the same for all periods presented.

Interim Financial Statements

The unaudited interim financial information included in this report reflects normal recurring adjustments that management believes are necessary for a fair statement of the results of operations, financial position, and cash flows for the periods presented. This interim information should be read in conjunction with the financial statements and accompanying notes contained in the Company's Form 10-K filed March 28, 2013.

The results of operations for the three and six months ended June 30, 2013 are not necessarily indicative of the results to be expected for other interim periods or the full year.

Recently Issued Accounting Pronouncements

Management does not expect the adoption of recently issued accounting pronouncements to have a significant impact on the Company’s results of operations, financial position or cash flow.

2. Notes Payable, Stockholders

During 2013, various stockholders loaned the Company $25,000 and were issued unsecured promissory notes which bear interest at 6% and are due on demand. Similar stockholder loans amounted to $25,000 during 2012, $35,000 during 2010, and $25,000 during 2009. Interest of $13,848 was accrued and unpaid at June 30, 2013.

During 2007, the Company issued an unsecured promissory note to a stockholder and officer of the Company in the amount of $10,000. The note was non-interest bearing and was repaid from the proceeds of the sale of common stock.

3. Preferred Stock

The Company is authorized to issue 10,000,000 shares of preferred stock with such designations, voting and other rights and preferences as may be determined from time to time by the Board of Directors.

4. Common Stock

The Company is authorized to issue 100,000,000 shares of common stock with such designations, voting and other rights and preferences as may be determined from time to time by the Board of Directors. During December 2007, the Company issued 5,000,000 shares of its common stock pursuant to a private placement for $50,000.

5. Income Taxes

The Company has approximately $53,800 in gross deferred tax assets at June 30, 2013 resulting from capitalized start-up costs and net operating losses. A valuation allowance has been recorded to fully offset these deferred tax assets as the future realization of the related income tax benefit is uncertain.

6. Commitment

The Company utilizes the office space and equipment of an officer and director at no cost on a month-to-month basis. Management estimates such amounts to be de minimis.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Forward Looking Statement Notice

Certain statements made in this Quarterly Report on Form 10-Q are "forward-looking statements" (within the meaning of the Private Securities Litigation Reform Act of 1995) in regard to the plans and objectives of management for future operations. Such statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements of Zeta Acquisition Corp. II ("we", "us", "our" or the "Company") to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The forward-looking statements included herein are based on current expectations that involve numerous risks and uncertainties. The Company's plans and objectives are based, in part, on assumptions involving the continued expansion of business. Assumptions relating to the foregoing involve judgments with respect to, among other things, future economic, competitive and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the Company. Although the Company believes its assumptions underlying the forward-looking statements are reasonable, any of the assumptions could prove inaccurate and, therefore, there can be no assurance the forward-looking statements included in this Quarterly Report will prove to be accurate. In light of the significant uncertainties inherent in the forward-looking statements included herein, the inclusion of such information should not be regarded as a representation by the Company or any other person that the objectives and plans of the Company will be achieved.

Description of Business

The Company was incorporated in the State of Delaware on November 16, 2007 (Inception) and maintains its principal executive office at 666 Walnut Street, Suite 2116, Des Moines, Iowa 50309. Since inception, the Company has been engaged in organizational efforts and obtaining initial financing. The Company was formed as a vehicle to pursue a business combination through the acquisition of, or merger with, an operating business. The Company filed a registration statement on Form 10-SB with the U.S. Securities and Exchange Commission (the "SEC") on February 1, 2008, and since its effectiveness, the Company has focused its efforts to identify a possible business combination.

The Company, based on proposed business activities, is a "blank check" company. The SEC defines those companies as "any development stage company that is issuing a penny stock, within the meaning of Section 3(a)(51) of the Securities Exchange Act 1934, as amended (the "Exchange Act"), and that has no specific business plan or purpose, or has indicated that its business plan is to merge with an unidentified company or companies." Many states have enacted statutes, rules and regulations limiting the sale of securities of "blank check" companies in their respective jurisdictions. The Company is also a "shell company," defined in Rule 12b-2 under the Exchange Act as a company with no or nominal assets (other than cash) and no or nominal operations. Management does not intend to undertake any efforts to cause a market to develop in our securities, either debt or equity, until we have successfully concluded a business combination. The Company intends to comply with the periodic reporting requirements of the Exchange Act for so long as we are subject to those requirements.

In addition, the Company is an "emerging growth company", as defined in the Jumpstart Our Business Startups Act of 2012 ("JOBS Act"), and may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies" including, but not limited to, not being required to comply with the auditor attestation requirements of section 404(b) of the Sarbanes-Oxley Act, and exemptions from the requirements of Sections 14A(a) and (b) of the Securities Exchange Act of 1934 to hold a nonbinding advisory vote of shareholders on executive compensation and any golden parachute payments not previously approved.

The Company has also elected to use the extended transition period for complying with new or revised accounting standards under Section 102(b)(1) of the JOBS Act. This election allows us to delay the adoption of new or revised accounting standards that have different effective dates for public and private companies until those standards apply to private companies. As a result of this election, our financial statements may not be comparable to companies that comply with public company effective dates.

We will remain an “emerging growth company” until the earliest of (1) the last day of the fiscal year during which our revenues exceed $1 billion, (2) the date on which we issue more than $1 billion in non-convertible debt in a three year period, (3) the last day of the fiscal year following the fifth anniversary of the date of the first sale of our common equity securities pursuant to an effective registration statement filed pursuant to the Securities Act of 1933, as amended, or (4) when the market value of our common stock that is held by non-affiliates exceeds $700 million as of the last business day of our most recently completed second fiscal quarter. To the extent that we continue to qualify as a “smaller reporting company”, as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934, after we cease to qualify as an emerging growth company, certain of the exemptions available to us as an emerging growth company may continue to be available to us as a smaller reporting company, including: (1) not being required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes Oxley Act; (2) scaled executive compensation disclosures; and (3) the requirement to provide only two years of audited financial statements, instead of three years.

The Company was organized as a vehicle to investigate and, if such investigation warrants, acquire a target company or business seeking the perceived advantages of being a publicly held corporation. The Company’s principal business objective for the next 12 months and beyond such time will be to achieve long-term growth potential through a combination with an operating business. The Company will not restrict its potential candidate target companies to any specific business, industry or geographical location and, thus, may acquire any type of business.

The Company currently does not engage in any business activities that provide cash flow. During the next twelve months we anticipate incurring costs related to:

(i) filing Exchange Act reports, and
(ii) investigating, analyzing and consummating an acquisition.

We believe we will be able to meet these costs through use of funds in our treasury, through deferral of fees by certain service providers and additional amounts, as necessary, to be loaned to or invested in us by our stockholders, management or other investors. As of the date of the period covered by this report, the Company has $18,420 in cash. There are no assurances that the Company will be able to secure any additional funding as needed. Currently, however, our ability to continue as a going concern is dependent upon our ability to generate future profitable operations and/or to obtain the necessary financing to meet our obligations and repay our liabilities arising from normal business operations when they come due. Our ability to continue as a going concern is also dependent on our ability to find a suitable target Company and enter into a possible reverse merger with such Company. Management’s plan includes obtaining additional funds by equity financing through a reverse merger transaction and/or related party advances, however there is no assurance of additional funding being available.

The Company may consider acquiring a business which has recently commenced operations, is a developing company in need of additional funds for expansion into new products or markets, is seeking to develop a new product or service, or is an established business which may be experiencing financial or operating difficulties and is in need of additional capital. In the alternative, a business combination may involve the acquisition of, or merger with, a company which does not need substantial additional capital but which desires to establish a public trading market for its shares while avoiding, among other things, the time delays, significant expense, and loss of voting control which may occur in a public offering.

Since our Registration Statement on Form 10-SB went effective, our management has not had any contact or discussions with representatives of other entities regarding a business combination with us. Any target business that is selected may be a financially unstable company or an entity in its early stages of development or growth, including entities without established records of sales or earnings. In that event, we will be subject to numerous risks inherent in the business and operations of financially unstable and early stage or potential emerging growth companies. In addition, we may effect a business combination with an entity in an industry characterized by a high level of risk, and, although our management will endeavor to evaluate the risks inherent in a particular target business, there can be no assurance that we will properly ascertain or assess all significant risks. Our management anticipates that it will likely be able to effect only one business combination, due primarily to our limited financing and the dilution of interest for present and prospective stockholders, which is likely to occur as a result of our management’s plan to offer a controlling interest to a target business in order to achieve a tax-free reorganization. This lack of diversification should be considered a substantial risk in investing in us, because it will not permit us to offset potential losses from one venture against gains from another.

The Company anticipates that the selection of a business combination will be complex and extremely risky. Because of general economic conditions, rapid technological advances being made in some industries and shortages of available capital, our management believes that there are numerous firms seeking even the limited additional capital which we will have and/or the perceived benefits of becoming a publicly traded corporation. Such perceived benefits of becoming a publicly traded corporation include, among other things, facilitating or improving the terms on which additional equity financing may be obtained, providing liquidity for the principals of and investors in a business, creating a means for providing incentive stock options or similar benefits to key employees, and offering greater flexibility in structuring acquisitions, joint ventures and the like through the issuance of stock. Potentially available business combinations may occur in many different industries and at various stages of development, all of which will make the task of comparative investigation and analysis of such business opportunities extremely difficult and complex.

Liquidity and Capital Resources

As of June 30, 2013, the Company had current assets equal to $18,420 comprised exclusively of cash and cash equivalents. This compares with current assets of $8,107, comprised of cash and cash equivalents and prepaid expenses as of December 31, 2012. The Company’s current liabilities as of June 30, 2013 totaled $126,773, comprised of accounts payable, accrued interest, accrued expenses and notes payable to stockholders. This compares with liabilities of $103,648, comprised of accounts payable, accrued interest, accrued expenses and notes payable to stockholders, as of December 31, 2012. The Company can provide no assurance that it can continue to satisfy its cash requirements for at least the next twelve months.

The following is a summary of the Company's cash flows provided by (used in) operating, investing, and financing activities for the six months ended June 30, 2013 and 2012 and for the cumulative period from November 16, 2007 (Inception) to June 30, 2013:

	Six Months Ended June 30, 2013	Six Months Ended June 30, 2012	For the Cumulative Period from November 16, 2007 (Inception) to June 30, 2013
Net Cash Used in Operating Activities	$ (11,187)	$ (19,814)	$ (141,580)
Net Cash (Used in) Investing Activities	$ -	$ -	$ -
Net Cash Provided by Financing Activities	$ 25,000	$ 25,000	$ 160,000
Net Increase in Cash and Cash Equivalents	$ 13,813	$ 5,186	$ 18,420

The Company has nominal assets and has generated no revenues since inception. The Company is also dependent upon the receipt of capital investment or other financing to fund its ongoing operations and to execute its business plan of seeking a combination with a private operating company. In addition, the Company is dependent upon certain related parties to provide continued funding and capital resources. If continued funding and capital resources are unavailable at reasonable terms, the Company may not be able to implement its plan of operations.

Results of Operations

The Company has not conducted any active operations since inception, except for its efforts to locate suitable acquisition candidates. No revenue has been generated by the Company from November 16, 2007 (Inception) though June 30, 2013. It is unlikely the Company will have any revenues unless it is able to effect an acquisition or merger with an operating company, of which there can be no assurance. It is management's assertion that these circumstances may hinder the Company's ability to continue as a going concern. The Company's plan of operation for the next twelve months shall be to continue its efforts to locate suitable acquisition candidates.

For the three and six months ended June 30, 2013, the Company had a net loss of $6,749 and $12,812, respectively, consisting of interest expense and legal, accounting, audit, and other professional service fees incurred in relation to the preparation and filing of the Company's periodic reports. This compares with a net loss of $6,303 and $11,665, respectively, for the three and six months ended June 30, 2012, consisting of interest expense and legal, accounting, audit, and other professional service fees incurred in relation to the preparation and filing of the Company's periodic reports.

For the period from November 16, 2007 (Inception) to June 30, 2013, the Company had a net loss of $158,353 comprised exclusively of interest expense and legal, accounting, audit, and other professional service fees incurred in relation to the formation of the Company, the filing of the Company's Registration Statement on Form 10-SB in February of 2008, and the filing of the Company's periodic reports on Form 10-Q and Form 10-K.

Off-Balance Sheet Arrangements

The Company does not have any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on the Company's financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors.

Contractual Obligations

As a "smaller reporting company" as defined by Item 10 of Regulation S-K, the Company is not required to provide this information.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

As a "smaller reporting company" as defined by Item 10 of Regulation S-K, the Company is not required to provide information required by this Item.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our reports filed pursuant to the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules, regulations and related forms, and that such information is accumulated and communicated to our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure.

As of June 30, 2013, we carried out an evaluation, under the supervision and with the participation of our principal executive officer and our principal financial officer of the effectiveness of the design and operation of our disclosure controls and procedures. Based on this evaluation, our principal executive officer and our principal financial officer concluded that our disclosure controls and procedures were effective as of the end of the period covered by this report.

Changes in Internal Controls

There have been no changes in our internal controls over financial reporting during the quarter ended June 30, 2013 that have materially affected or are reasonably likely to materially affect our internal controls.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings.

There are presently no material pending legal proceedings to which the Company, any of its subsidiaries, any executive officer, any owner of record or beneficially of more than five percent of any class of voting securities is a party or as to which any of its property is subject, and no such proceedings are known to the Registrant to be threatened or contemplated against it.

Item 1A. Risk Factors.

As a "smaller reporting company" as defined by Item 10 of Regulation S-K, the Company is not required to provide information required by this Item.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

None.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

In June 2013, the Company issued unsecured promissory notes in the aggregate principal amount of $25,000 (the "Notes") to AANA Ltd., NICALE Partners, Matthew P. Kinley and John Pappajohn, each a shareholder of the Company (collectively, the "Holders"). Messrs. Pappajohn and Kinley also serve as officers and directors of the Company. The Notes represent certain amounts advanced by the Holders to the Company during 2013. The Notes bear interest at 6% per annum and are due on demand. Pursuant to the terms of the Notes, the Company will be in default upon any (i) failure to make payment due and payable or (ii) failure to perform any obligation or covenant set forth in the Notes. In any such event, the simple interest accrued on unpaid principal from the date of the default until paid will be 12% per annum. The Notes are attached hereto as Exhibits 10.1, 10.2, 10.3 and 10.4 and incorporated herein by reference.

Item 6. Exhibits.

(a) Exhibits required by Item 601 of Regulation S-K.

Exhibit	Description
*3.1	Certificate of Incorporation, as filed with the Delaware Secretary of State on November 16, 2007.
*3.2	By-Laws.
10.1	Promissory Note issued to AANA Ltd. on June 28, 2013.
10.2	Promissory Note issued to NICALE Partners on June 28, 2013.
10.3	Promissory Note issued to Matthew P. Kinley on June 28, 2013.
10.4	Promissory Note issued to John Pappajohn on June 20, 2013.
31.1	Certification of the Company's Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, with respect to the registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2013.
31.2	Certification of the Company's Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, with respect to the registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2013.
32.1	Certification of the Company's Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of the Company's Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL INSTANCE DOCUMENT
101.SCH	XBRL TAXONOMY EXTENSION SCHEMA DOCUMENT
101.CAL	XBRL TAXONOMY CALCULATION LINKBASE DOCUMENT
101.DEF	XBRL TAXONOMY DEFINITION LINKBASE DOCUMENT
101.LAB	XBRL TAXONOMY LABEL LINKBASE DOCUMENT
101.PRE	XBRL TAXONOMY PRESENTATION LINKBASE DOCUMENT

* Filed as an exhibit to the Company's Registration Statement on Form 10-SB, as filed with the SEC on February 1, 2008, and incorporated herein by this reference.

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 thereunto duly authorized.

Dated: August 14, 2013

ZETA ACQUISITION CORP. II

By: /s/ John Pappajohn
John Pappajohn
President and Director
Principal Executive Officer

By: /s/ Matthew P. Kinley
Matthew P. Kinley
Secretary, Chief Financial Officer and Director
Principal Financial Officer

Exhibit 10.1

PROMISSORY NOTE

June 28, 2013

Subject to the terms and conditions of this Note, and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, **Zeta Acquisition Corp. II**, a Delaware Corporation (the "Borrower"), hereby promises to pay to the order of **AANA Ltd**, whose address is 94 Nathan Hale Drive, Stamford, Connecticut, 06902 (the "Holder"), the principal amount of Three Thousand One Hundred Twenty Five Dollars ($3,125.00), plus simple interest accrued on unpaid principal from the date of this Note until paid at the rate of six percent (6.0%) per annum.

The following is a statement of the rights of the Holder and the terms and conditions to which this Note is subject, to which the Holder, by acceptance of this Note by its signature below, and the Borrower, by issuance of this Notes, agrees:

1. **PAYMENT**

(a) Obligation. The outstanding principal under this Note and the accrued interest thereon will be due and payable on demand. All payments of principal and/or interest under this Note will be made at the address of the Holder set forth above or at such other address as is provided by the Holder to the Borrower in writing.
(b) Prepayment. The Borrower may prepay this Note in whole or in part at any time without penalty. Prepayments will be applied to accrued but unpaid interest first and then to unpaid principal.

3. **SECURITY**. The Note is unsecured.

4. **TRANSFERABILITY**. This Note is not transferable unless such transfer is approved in writing by the Borrower and the Holder.

5. **DEFAULT.** The Borrower will be in default upon the occurrence of any of the following events: (a) failure to make payment when due and payable; (b) failure of the performance of any obligation or covenant contained or referred to herein. In any such event the Holder may at its option declare any or all of the Notes to be due and payable and such sums shall then be due and payable immediately, without notice or demand, and the simple interest accrued on unpaid principal from the date of the default until paid shall be at the rate of twelve percent (12.0%) per annum. After the occurrence of any event of default, Borrower may exercise at any time and from time to time any rights and remedies available to it under applicable law.

5. **GOVERNING LAW**. This Note will be governed by and construed in accordance with the laws of the State of Iowa, excluding that body of law relating to conflict of laws.

6. **WAIVER**. The Borrower hereby waives diligence, presentment, demand, protest and notice of dishonor.

7. **COLLECTION EXPENSES**. The Borrower promises and agrees to pay all costs of collection of this Note including, but not limited to, reasonable attorneys' fees, paid or incurred by the Holder on account of such collection, whether or not suit is filed with respect thereto and whether or not such costs are paid or incurred, or to be paid or incurred, prior to or after entry of judgment.

IN WITNESS WHEREOF, the Borrower has caused this Note to be issued as of the date first written above.

ZETA ACQUISITION CORP. II

By: /s/ Matthew P. Kinley
Matthew P. Kinley
Chief Financial Officer

Exhibit 10.2

PROMISSORY NOTE

June 28, 2013

Subject to the terms and conditions of this Note, and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, **Zeta Acquisition Corp. II**, a Delaware Corporation (the "Borrower"), hereby promises to pay to the order of **NICALE Partners**, whose address is 94 Nathan Hale Drive, Stamford, Connecticut, 06902 (the "Holder"), the principal amount of One Thousand Eight Hundred Seventy Five Dollars ($1,875.00), plus simple interest accrued on unpaid principal from the date of this Note until paid at the rate of six percent (6.0%) per annum.

The following is a statement of the rights of the Holder and the terms and conditions to which this Note is subject, to which the Holder, by acceptance of this Note by its signature below, and the Borrower, by issuance of this Notes, agrees:

1. **PAYMENT**

(a) Obligation. The outstanding principal under this Note and the accrued interest thereon will be due and payable on demand. All payments of principal and/or interest under this Note will be made at the address of the Holder set forth above or at such other address as is provided by the Holder to the Borrower in writing.
(b) Prepayment. The Borrower may prepay this Note in whole or in part at any time without penalty. Prepayments will be applied to accrued but unpaid interest first and then to unpaid principal.

3. **SECURITY**. The Note is unsecured.

4. **TRANSFERABILITY**. This Note is not transferable unless such transfer is approved in writing by the Borrower and the Holder.

5. **DEFAULT.** The Borrower will be in default upon the occurrence of any of the following events: (a) failure to make payment when due and payable; (b) failure of the performance of any obligation or covenant contained or referred to herein. In any such event the Holder may at its option declare any or all of the Notes to be due and payable and such sums shall then be due and payable immediately, without notice or demand, and the simple interest accrued on unpaid principal from the date of the default until paid shall be at the rate of twelve percent (12.0%) per annum. After the occurrence of any event of default, Borrower may exercise at any time and from time to time any rights and remedies available to it under applicable law.

5. **GOVERNING LAW**. This Note will be governed by and construed in accordance with the laws of the State of Iowa, excluding that body of law relating to conflict of laws.

6. **WAIVER**. The Borrower hereby waives diligence, presentment, demand, protest and notice of dishonor.

7. **COLLECTION EXPENSES**. The Borrower promises and agrees to pay all costs of collection of this Note including, but not limited to, reasonable attorneys' fees, paid or incurred by the Holder on account of such collection, whether or not suit is filed with respect thereto and whether or not such costs are paid or incurred, or to be paid or incurred, prior to or after entry of judgment.

IN WITNESS WHEREOF, the Borrower has caused this Note to be issued as of the date first written above.

ZETA ACQUISITION CORP. II

By: /s/ Matthew P. Kinley
Matthew P. Kinley
Chief Financial Officer

Exhibit 10.3

PROMISSORY NOTE

June 28, 2013

Subject to the terms and conditions of this Note, and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, **Zeta Acquisition Corp. II**, a Delaware Corporation (the “Borrower”), hereby promises to pay to the order of **Matthew P. Kinley**, whose address is 666 Walnut Street, Ste. 2116, Des Moines, IA 50309 (the “Holder”), the principal amount of Ten Thousand Dollars ($10,000.00), plus simple interest accrued on unpaid principal from the date of this Note until paid at the rate of six percent (6.0%) per annum.

The following is a statement of the rights of the Holder and the terms and conditions to which this Note is subject, to which the Holder, by acceptance of this Note by its signature below, and the Borrower, by issuance of this Notes, agrees:

1. **PAYMENT**

(a) Obligation. The outstanding principal under this Note and the accrued interest thereon will be due and payable on demand. All payments of principal and/or interest under this Note will be made at the address of the Holder set forth above or at such other address as is provided by the Holder to the Borrower in writing.
(b) Prepayment. The Borrower may prepay this Note in whole or in part at any time without penalty. Prepayments will be applied to accrued but unpaid interest first and then to unpaid principal.

3. **SECURITY**. The Note is unsecured.

4. **TRANSFERABILITY**. This Note is not transferable unless such transfer is approved in writing by the Borrower and the Holder.

5. **DEFAULT.** The Borrower will be in default upon the occurrence of any of the following events: (a) failure to make payment when due and payable; (b) failure of the performance of any obligation or covenant contained or referred to herein. In any such event the Holder may at its option declare any or all of the Notes to be due and payable and such sums shall then be due and payable immediately, without notice or demand, and the simple interest accrued on unpaid principal from the date of the default until paid shall be at the rate of twelve percent (12.0%) per annum. After the occurrence of any event of default, Borrower may exercise at any time and from time to time any rights and remedies available to it under applicable law.

5. **GOVERNING LAW**. This Note will be governed by and construed in accordance with the laws of the State of Iowa, excluding that body of law relating to conflict of laws.

6. **WAIVER**. The Borrower hereby waives diligence, presentment, demand, protest and notice of dishonor.

7. **COLLECTION EXPENSES**. The Borrower promises and agrees to pay all costs of collection of this Note including, but not limited to, reasonable attorneys' fees, paid or incurred by the Holder on account of such collection, whether or not suit is filed with respect thereto and whether or not such costs are paid or incurred, or to be paid or incurred, prior to or after entry of judgment.

IN WITNESS WHEREOF, the Borrower has caused this Note to be issued as of the date first written above.

ZETA ACQUISITION CORP. II

By: /s/ John Pappajohn
John Pappajohn
President

Exhibit 10.4

PROMISSORY NOTE

June 20, 2013

Subject to the terms and conditions of this Note, and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, **Zeta Acquisition Corp. II**, a Delaware Corporation (the “Borrower”), hereby promises to pay to the order of **John Pappajohn**, whose address is 2116 Financial Center, Des Moines, Iowa 50309 (the “Holder”), the principal amount of Ten Thousand Dollars ($10,000.00), plus simple interest accrued on unpaid principal from the date of this Note until paid at the rate of six percent (6.0%) per annum.

The following is a statement of the rights of the Holder and the terms and conditions to which this Note is subject, to which the Holder, by acceptance of this Note by its signature below, and the Borrower, by issuance of this Notes, agrees:

1. **PAYMENT**

(a) Obligation. The outstanding principal under this Note and the accrued interest thereon will be due and payable on demand. All payments of principal and/or interest under this Note will be made at the address of the Holder set forth above or at such other address as is provided by the Holder to the Borrower in writing.
(b) Prepayment. The Borrower may prepay this Note in whole or in part at any time without penalty. Prepayments will be applied to accrued but unpaid interest first and then to unpaid principal.

3. **SECURITY**. The Note is unsecured.

4. **TRANSFERABILITY**. This Note is not transferable unless such transfer is approved in writing by the Borrower and the Holder.

5. **DEFAULT.** The Borrower will be in default upon the occurrence of any of the following events: (a) failure to make payment when due and payable; (b) failure of the performance of any obligation or covenant contained or referred to herein. In any such event the Holder may at its option declare any or all of the Notes to be due and payable and such sums shall then be due and payable immediately, without notice or demand, and the simple interest accrued on unpaid principal from the date of the default until paid shall be at the rate of twelve percent (12.0%) per annum. After the occurrence of any event of default, Borrower may exercise at any time and from time to time any rights and remedies available to it under applicable law.

5. **GOVERNING LAW**. This Note will be governed by and construed in accordance with the laws of the State of Iowa, excluding that body of law relating to conflict of laws.

6. **WAIVER**. The Borrower hereby waives diligence, presentment, demand, protest and notice of dishonor.

7. **COLLECTION EXPENSES**. The Borrower promises and agrees to pay all costs of collection of this Note including, but not limited to, reasonable attorneys' fees, paid or incurred by the Holder on account of such collection, whether or not suit is filed with respect thereto and whether or not such costs are paid or incurred, or to be paid or incurred, prior to or after entry of judgment.

IN WITNESS WHEREOF, the Borrower has caused this Note to be issued as of the date first written above.

ZETA ACQUISITION CORP. II

By: /s/ Matthew P. Kinley
Matthew P. Kinley
Chief Financial Officer

Exhibit 31.1

Certification of Principal Executive Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
and Securities and Exchange Commission Release 34-46427

I, John Pappajohn, certify that:

1. I have reviewed this report on Form 10-Q of Zeta Acquisition Corp. II;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of the annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 14, 2013

/s/ John Pappajohn
John Pappajohn
Principal Executive Officer

Exhibit 31.2

Certification of Principal Financial Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
and Securities and Exchange Commission Release 34-46427

I, Matthew P. Kinley, certify that:

1. I have reviewed this report on Form 10-Q of Zeta Acquisition Corp. II;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of the annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 14, 2013

/s/ Matthew P. Kinley
Matthew P. Kinley
Principal Financial Officer

Exhibit 32.1

Certification of Principal Executive Officer
Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of Zeta Acquisition Corp. II (the "Company") on Form 10-Q for the period ended June 30, 2013 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, John Pappajohn, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ John Pappajohn
John Pappajohn
Principal Executive Officer
August 14, 2013

Exhibit 32.2

Certification of Principal Financial Officer
Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of Zeta Acquisition Corp. II (the "Company") on Form 10-Q for the period ended June 30, 2013 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Matthew P. Kinley, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Matthew P. Kinley
Matthew P. Kinley
Principal Financial Officer
August 14, 2013