
**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: November 24, 2014

WALL STREET MEDIA CO., INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or Other Jurisdiction of Incorporation)

333-163439

(Commission File Number)

26-4170100

(IRS Employer Identification No.)

**40 Wall Street, 28th Floor
New York, NY**

(Address of Principal Executive Offices)

10005

(Zip Code)

(877) 222-0205

(Registrant's telephone number, including area code)

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.)

- 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))
-
-

Item 1.01. Entry into a Material Definitive Agreement

On November 24, 2014, Wall Street Media Co., Inc. (the “Company”) executed a promissory note (the “Note”) in favor of Landmark Pegasus, Inc. (“Landmark”) in the amount of \$20,000, in exchange for delivery to the Company by Landmark of \$20,000. All outstanding principal and accrued and unpaid interest on the Note is payable in full upon demand by Landmark. The Note bears interest at a rate of 4% per annum.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information called for by this Item 2.03 is contained in Item 1.01 hereof and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No. Description

10.1 Promissory Note dated November 24, 2014 made by Wall Street Media Co., Inc. in favor of Landmark Pegasus, Inc.

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.

WALL STREET MEDIA CO., INC.

Date: November 25, 2014

By: /s/ Jerrold D. Burden

Jerrold D. Burden

President, Chief Executive Officer and Chief Financial Officer

PROMISSORY NOTE

\$20,000

November 24, 2014

FOR VALUE RECEIVED, Wall Street Media Co, Inc., a Nevada corporation (the "Borrower"), hereby unconditionally promises to pay to the order of Landmark Pegasus, Inc., or its designees (the "Lender") at the location designated by Lender, in lawful money of the United States of America the principal sum of \$20,000, together with interest on the unpaid principal amount outstanding at a rate of 4.0% per annum.

All outstanding principal and interest accrued and unpaid on this Promissory Note shall be payable in full upon demand by the Lender or holder of this Note (the "Maturity Date").

1. **Interest** . Interest shall accrue during the term of this loan and shall be payable in full on the Maturity Date.
2. **Principal** . The principal amount of this Promissory Note is due on the Maturity Date
3. **Maturity** . Subject to the terms and conditions hereof, the principal amount of this Promissory Note plus the accrued interest shall be due and payable as stipulated in Sections 1 and 2 of this Promissory Note on the Maturity Date, and shall be paid by the Borrower in cash, check, money order or by wire transfer.
4. **Security and Set Off** . As collateral security for the payment of this Promissory Note, Borrower hereby collaterally assigns to Lender all of the Borrower's interests in the current and future business operations of the Borrower, including but not limited to any assets, gains of any kind and receivables, created by or acquired by the Borrower, before or after the execution date of this Promissory Note (the "Collateral").
5. **Default** . In the event Borrower does not satisfy payment due as stipulated in Sections 1 and 2 and fully, faithfully, and punctually perform all of its obligations hereunder, Borrower will be in default of this Promissory Note. In the event of default by the Borrower, Lender may, at its option, (i) declare the entire unpaid principal balance of this Promissory Note together with accrued and unpaid interest immediately due and payable; (ii) sell the Collateral, including but not limited to the Borrower's operating business, in a private or public sale without notice to Borrower and apply the proceeds of the sale of the Collateral towards repayment of the Borrower' obligations under this Promissory Note; and (iii) pursue any other remedy available to Borrower at law or in equity.
6. **Miscellaneous** .
 - (a) The Borrower and all endorsers, sureties and guarantors now or hereafter becoming parties hereto or obligated in any manner for the debt represented hereby, jointly and severally waive demand, notice of non-payment and protest and agree that if this Promissory Note goes into default and is placed in the hands of an attorney for collection or enforcement of the undersigned's obligations hereunder, to pay attorney's fees and all other costs and expenses incurred in making such collection, including but not limited to attorney's fees and costs on appeal of any judgment or order.
 - (b) This Promissory Note shall be governed by and construed in accordance with the laws of the State of Florida and shall be binding upon the successors, assigns, heirs, administrators and executors of the Borrower and inure to the benefit of the Lender, its successors, endorsees, assigns, heirs, administrators and executors.

Wall Street Media Co, Inc.:

By : Jerrold Burden/CEO Wall Street Media Co, Inc .

Name: Jerrold Burden

Title: President/CEO Wall Street Media Co, Inc.