



**Management Discussion and Analysis**

**Overview**

**September 2012 through June 2014**

**BARON CAPITAL ENTERPRISE, INC.**

(Exact name of small business issuer as specified in charter)

FLORIDA

65-0309540

(State or other jurisdiction of  
incorporation or organization)

(I.R.S. Employer I.D. No.)

515 Las Olas Blvd, Suite 120  
Fort Lauderdale, Florida 33301  
(Address of principal executive offices)

(954) 623-3209

(Issuer's telephone number, including area code)

## **Management Discussion and Analysis**

Baron Capital Enterprise made its last financial report on October 4, 2012 for the Quarter ending June 30, 2012. This Management Discussion and Analysis will bring all the events of the Company current and will be inserted into each financial report when they are uploaded to OTCMarkets.

The Company is modifying its business plan and will concentrate on collecting on its outstanding loans and using those funds to secure a brokerage firm and a bank to further facilitate its core business of funding small startups. Because of the risk and uncertainty of collecting funds from OTCPink listed companies Baron will align itself with entities listed on the OTCQB or higher and private companies that supply audited financials.

During the 2nd and 4th Quarters of 2012 Baron had entered into two Letters of Intent with operating transfer agencies. The goal was to acquire them and then rebrand them under Baron Capital Transfer & Registrar. Baron was unable to collect money it was owed from its outstanding loans and therefore was unable to close either of the deals which are no longer pending. The Company will not be pursuing opening a transfer agency at this time, but may look to enter this space again in the future. The other entities Baron had created to use to expand its operations will stay in a dormant state while the Company uses its resources to fund its core business, but may revisit these ideas again in the future.

During 2012 Baron established a brokerage account and began liquidating shares in one of the companies in which it held debt. In the last quarter of 2012 Baron executed two consulting agreements, one was paid in 2013 and Baron liquidated the shares. The other company is carried as a receivable earning interest. Baron has agreed to accept equity instead of cash in this company, which it will begin collecting on during the fourth quarter of 2014.

Baron has sought to move from its current location to a new office which would have been needed had one or both of its LOI's had closed. The Company had announced it was working on a floor plan to its new office which would have been located in down town Fort Lauderdale. The lease had been negotiated and the design complete, but it was never initiated due to one of its debt holders not following through on agreed payments in a timely manner. The Company has once again began looking for an office to move into and hope to have that complete by the end of the 3rd quarter.

During February 2013 the Company and Cyber Kiosk Solutions, Inc ("CYBK") agreed to mutually terminate the consulting agreement we had entered into in October of 2012. The final modified agreement calls for a payment of \$330,000 or Baron can elect to convert the \$330,000 into equity of CYBK, which Baron has elected to do and CYBK has been notified of that. In February Baron received 1,400,000 shares of CYBK from a former Director of the company as payment for a Consulting Agreement entered into in November of 2012. Baron sold the majority of these shares in 2013 and the balance in the 1st quarter of 2014.

Beginning in June of 2014 Baron began assisting Trans Global Group, Inc. ("TGG") the company became current during the fourth quarter of last year. Baron has reworked its debt listed on the books of TGGI

and written off a portion of the debt and all of the accrued interest to assist TGGI in bringing in quality companies with solid management.

Baron owns two shell companies it purchased in 2012 and has looked at several deals for both entities over the past 2 years and believes it will be able to secure a deal for each during this fiscal quarter. Each entity will be audited and a Form 10 filed so it will begin trading directly on the OTCQB.

Baron was working on its audit with uplist plans during 2012, but had to sideline those plans because the Company was unable to collect payments owed, therefore it was unable to pay the audit costs. Baron has been selling the shares it receives for compensation throughout the year, and will be resuming the audit with a new auditor that has assured the Company of a quick turnaround time.

During the 3rd quarter of 2012 the Company held a shareholders vote to place a freeze on the share structure for 2 years ending on July 1, 2014, unless a majority of the Common shareholders approved an increase in the Authorized shares the Preferred shareholders agreed to abstain from voting during the freeze. The vote was passed and the Company filed with the State of Florida Restated Articles of Incorporation as approved by the shareholders and uploaded a copy of the stamped Articles and a copy of the Corporate By-Laws to OTCMarkets.com. The freeze has been lifted and the Company does not have any current plans to increase the share structure or effect any reverse split on its Common stock. As long as the Company is able to collect its fees the Company will have sufficient to operate the and grow its core business.

During 2012 Baron was able to reduce the number of Outstanding Preferred shares through Stock Purchase Agreements, non performing assets swaps, and cancelations. The Company will have no Preferred shares by the time the Company seeks to uplist. The Preferred will be 100% eliminated from the Articles of Incorporation along with a provision preventing the creation of any new Preferred unless a majority of 75% of the outstanding voting shares of Company agree to the measure.

Baron and RightSmile have entered into a series of Amendments regarding Baron's debt owed from RightSmile. The last Amendment executed on October 16, 2012 was to extend the payment on the \$200,000 Note owed against the Purchase of 800,000 shares of Preferred that had been issued in March of 2011. The final Amendment stated the Note for \$200,000 had a maturity date of January 18, 2013 and earned interest at the rate of 18%. Baron gave a cash discount option to RightSmile that would have allowed them to pay Baron only \$150,000 for the Note on January 18, 2013, but if the payment was not made then the interest would accrue from the beginning of the Note (October 18, 2011) and the conversion feature was restored at a 70% discount and RightSmile still maintained the ability to pay off each conversion (all documents supporting this are attached at the end of this disclosure).

Baron has repeatedly sent requests to RightSmile since January 18, 2013 and has been told the company has no money and does not have the ability to issue more shares to Baron.

Baron will reflect the balance owed including the earned and unpaid interest since October 18, 2011 within its financials. Baron shall also seek to collect the 800,000 shares it sold RightSmile in its share

reduction prior to the transaction with BG MedTech, and all write offs and revisions to other loans reinstated.

Baron has entered into an agreement with two shareholders of CYBK to exchange their shares of CYBK for shares Baron shall receive in October. Baron has guaranteed the shareholders a price of \$.034 per shares when they receive their shares in October and should the value be less then Baron shall issue each additional shares to make up any shortfall.

Baron has completed to short term 30 days Notes to raise money it will use for its pending transaction with one of its shell companies. The two Notes holders will receive their money back plus 10% interest and 50,000 shares of the company. Baron will use the proceeds from the sale of shares of stock it has in its brokerage account and the CYBK shares to repay the loans.

Baron was able to close the out the 1st quarter of 2014 with approximately \$40,000 in cash and Baron closed the 2nd quarter with over \$150,000 cash and tradable securities. Each quarter should continue to see growth in the Company as it collects from old business and engages new business.

I, Matthew Dwyer certify that:

1. I have reviewed this MD&A Statement of Baron Capital Enterprise, Inc.;
2. Based on my knowledge, this disclosure statement 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 MD&A statement.

07/17/2014

Matthew Dwyer, CEO  
/s/Matthew Dwyer

**AMENDMENT NO. 2 TO NOTE DATED 10-18-11**

**AMENDMENT NO. 2 TO NOTE DATED 10-18-11** ("Note") dated as of Oct 16, 2012 by and between **RIGHTSMILE, INC.**, a Nevada corporation ("Seller"), and **BARON CAPITAL ENTERPRISE, INC.**, a Florida corporation ("Buyer")

**WITNESSETH:**

**Whereas**, the parties are all of the parties to a Note dated October 18, 2011 (the "Original Agreement"); and

**Whereas**, the parties desire to amend the Original Agreement upon the terms and conditions set forth herein

**Now, Therefore**, in consideration of the foregoing premises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1.** The opening section of the Original Agreement, and Section 1 of Amendment No. 1, is hereby amended and the following shall be inserted in its place:

FOR VALUE RECEIVED, the Company promises to pay Baron Capital Enterprise, Inc., (the "Holder"), the principal sum of \$200,000.00 (One hundred fifty thousand Dollars) (the "Principal Amount") or such lesser principal amount following the conversion or conversions of this Note in accordance with Paragraph 2 (the "Outstanding Principal Amount") on January 18, 2013 (the "Maturity Date"), and to pay interest on the Outstanding Principal Amount ("Interest") in a lump sum on the Maturity Date, at the rate of eighteen percent (18%) per Annum (the "Rate") from the date of issuance.

Accrual of Interest shall commence on the date of this Note and continue until the Company repays or provides for repayment in full the Outstanding Principal Amount and all accrued but unpaid Interest. Accrued and unpaid Interest shall bear Interest at the Rate until paid, compounded monthly. The Outstanding Principal Amount of this Note is payable on the Maturity Date in such coin or currency of the United States as at the time of payment is legal tender for payment of public and private debts, at the address last appearing on the Note Register of the Company as designed in writing by the Holder from time to time.

This Note may be prepaid at the election of the Company, as a whole or in part, at any time or from time to time, together with any accrued but unpaid interest. In the event that Company prepays the note prior to the Maturity Date, Company shall be entitled to a prepayment discount of Fifty Thousand Dollars (\$50,000).

The Company will pay the Outstanding Principal Amount of this Note on the Maturity Date, free of any withholding or deduction of any kind (subject to the provision of paragraph 2 below), to the Holder as of the Maturity Date and addressed to the Holder at the address appearing on the Note Register.

2. Section 2 of the Original Agreement, and Section 2 of Amendment No. 1, is hereby amended and the following shall be interested in its place:

The Holder of this Note is entitled, at its option, at any time after Maturity Date of this Note, to convert all or any lesser portion of the Outstanding Principal Amount and accrued but unpaid Interest into Common Stock at a conversion price (the "Conversion Price") for each share of Common Stock equal to a price which is a 70% discount to the average closing bid for the Common Stock for the five trading days before the day the Holder requests conversion, unless otherwise modified by mutual agreement between the Parties (the "Conversion Price"). (The common stock into which the Note is converted shall be referred to in this agreement as "Conversion Shares.") The Issuer will not be obligated to issue fractional Conversion Shares. For purpose of this section, the closing bid price of the Common Stock shall be the closing bid price as reported by the Nasdaq Stock Market, or the closing bid price in the over-the-counter market or, if the Common Stock is listed on another stock market or exchange, the closing bid price on such exchange as reported by the Wall Street Journal. The Holder may convert this Note into Common stock by surrendering the Note to the Company, with the form of conversion notice attached to the Note as Exhibit A, executed by the Holder of the Note evidencing such Holder's intention to convert the Note.

The Company will not issue fractional shares of scrip representing fractions of the shares of Common Stock on conversion, but the Company will round the number of shares of Common Stock issuable up to the nearest whole share. The date on which a Notice of Conversion is given shall be deemed to be the date on which the Holder notifies the Company of its intention to so convert by delivery, by facsimile transmission or otherwise, or a copy of the Notice of Conversion. Notice of Conversion may be sent by facsimile to the Company, attn: Mr. Aaron Stanz, President. The Holder will deliver this Note, together with original executed copy of the Notice of Conversion, to the Company within three (3) business days following the Conversion Date. At the Maturity Date, the Company will pay any converted Outstanding Principal Amount and accrued Interest thereon, at the option of the Company, in either (a) cash or (b) Common Stock valued at a price equal to the Conversion Price determined as if the note was converted in accordance with its terms into common Stock on the Maturity Date.

3. Except as modified hereby, the Original Agreement, and its Amendments shall remain in full force and effect.

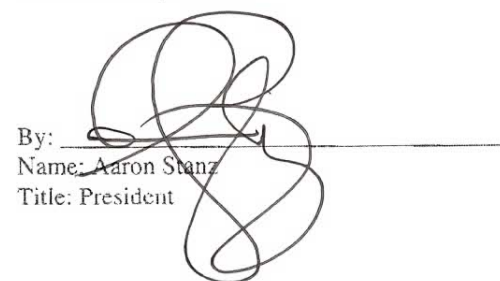
**IN WITNESS WHEREOF**, the parties hereto have caused the Amendment to Asset Purchase Agreement to be duly executed as of the date and year first above written.

**BARON CAPITAL ENTERPRISE, INC.**  
a Florida corporation

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

By: \_\_\_\_\_  
Name: Matthew F. Dwyer  
Title: President

**RIGHTSMILE, INC.**  
a Nevada corporation

A large, stylized handwritten signature in black ink, featuring a prominent loop and a long horizontal stroke at the end.

By: \_\_\_\_\_  
Name: Aaron Stanz  
Title: President

**UNANIMOUS WRITTEN CONSENT  
IN LIEU OF MEETING  
OF THE BOARD OF DIRECTORS OF  
RIGHTSMILE INC.**

The undersigned, being all of the members of the Board of Directors of RightSmile, Inc. (the "Corporation") hereby adopt the following resolutions and the corporate action contemplated thereby in lieu of meeting

**RESOLUTION IN LIEU OF DIRECTOR'S MEETING**

*THE UNDERSIGNED*, being the Directors of RightSmile, Inc., a Nevada Corporation, in lieu of a Director's meeting, hereby consents to the following resolutions:

*RESOLVED*, FundTech Solutions, LLC is the holder of several notes evidencing loans made to the Corporation and its Subsidiaries since July of 2009. On March 16<sup>th</sup> FundTech issued an email to the Corporation demanding repayment of \$60,000 it had loaned Global Branding, LLC a recently acquired subsidiary of the Corporation. FundTech went on to state if it had not received payment within 48 hours it would call all loans made to the Corporation and its various subsidiaries.

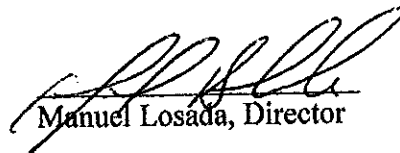
*RESOLVED*, the current Board of the Corporation Manuel Losada and Randy Schneider began discussing repayment options upon receipt of the email and had a conference call with counsel for the Corporation on Monday March 21 at 12:30.

*FURTHER RESOLVED*, that the Corporation shall cause to be issued to FundTech Solutions, LLC 800,000 shares of its convertible Preferred Stock in exchange for the cancelation of \$60,000 loaned to Global Branding, LLC and \$90,000 of loans made to Kazore Holdings, Inc in 2009.

*FURTHER RESOLVED*, that the Corporate officer is hereby authorized to execute any and all documents necessary to accomplish the above resolution, including instructing Signature Stock Transfer Inc. to execute the resolution.

DATED: March 22, 2011

  
\_\_\_\_\_  
Randy Schneider, Director

  
\_\_\_\_\_  
Manuel Losada, Director



RightSmile, Inc.  
530 N Federal Hwy  
Suite 101  
Fort Lauderdale, FL 33301  
954-239-9733

March 22, 2011

Sent Via Fax: (801) 571-2551

STANDARD REGISTRAR & TRANSFER CO., INC.  
12528 SOUTH 1840 EAST  
DRAPER, UT 84020

Re: RightSmile, Inc.

Please issue Eight Hundred Thousand (800,000) shares of RightSmile, Inc., Series A convertible Preferred stock to the following instructions.

Matthew Dwyer  
1500 W Cypress Creek Rd  
Suite 414  
Fort Lauderdale, FL 33309  
122-64-8591

800,000

We have included a copy of the Board Resolution authorizing this request. Please expedite this request for same day service.

Please overnight the certificate to Mr. Dwyer's address as priority delivery using FedEx account number 1188-9743-9.

Thank you in advance for your assistance with this request should you have any questions please contact me at the number listed above.

  
\_\_\_\_\_  
Randy Schneider, President

From: (801) 571-8844  
 RONALD HARRINGTON  
 STANDARD REGISTRAR & TRANSFER  
 12528 SOUTH 1840 EAST

Origin ID: BTFA



J11151102250225

DRAPER, UT 84020

SHIP TO: (954) 239-9733  
 MATTHEW DWYER

BILL THIRD PARTY

1500 W CYPRESS CREEK RD STE 414

FORT LAUDERDALE, FL 33309

Ship Date: 24MAR11  
 ActWgt: 0.5 LB  
 CAD: 2484814/INET3130

Delivery Address Bar Code



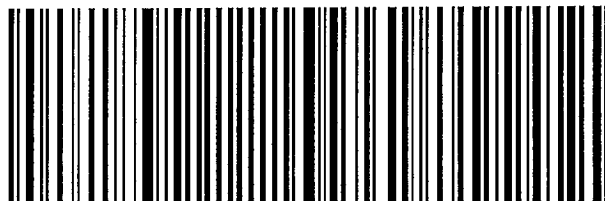
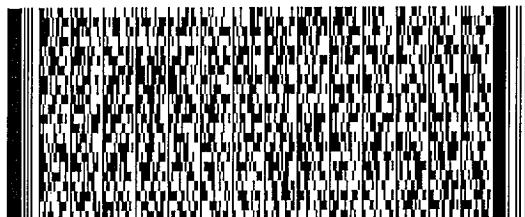
Ref # RIGHTSMEILE 71353  
 Invoice #  
 PO #  
 Dept #

FRI - 25 MAR A1  
 PRIORITY OVERNIGHT

TRK# 7945 7128 3343  
 0201

XH TNTA

33309  
 FL-US  
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50DG2/BD9/7EFB

**After printing this label:**

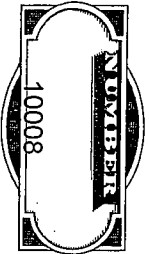
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

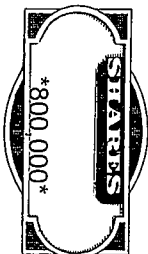
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INCORPORATED UNDER THE LAWS OF THE STATE OF NEVADA



right smile®



RESTRICTED SECURITIES

5,000,000 SHARES AUTHORIZED CONVERTIBLE PREFERRED STOCK  
\$.001 PAR VALUE

THIS CERTIFIES THAT  
MATTHEW DWYER

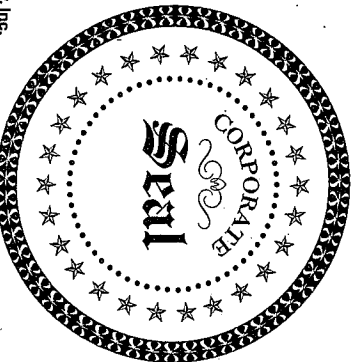
IS THE RECORD HOLDER OF  
EIGHT HUNDRED THOUSAND

~ SHARES OF **RIGHTSMILE, INC.** CONVERTIBLE PREFERRED STOCK ~  
transferable on the books of the Corporation in person or by duly authorized attorney upon surrender of this  
Certificate properly endorsed. This Certificate is not valid until countersigned by the Transfer Agent and  
registered by the Registrar.

Witness the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated: MARCH 24, 2011

SECRETARY



PRESIDENT

Countersigned:  
Standard Registrar & Transfer Company, Inc.  
12528 South 1840 East  
Draper, Utah 84020

By   
Authorized Signature