UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM SB-2

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

GILDER ENTERPRISES, INC.
(Name of small business issuer in its charter)

NEVADA	**4813**	**98-0373793**
(State or jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

3639 Garibaldi Drive
North Vancouver, British Columbia, Canada V7H 2W2
Telephone: (604) 924-8180
(Address and telephone number of principal executive offices)

3639 Garibaldi Drive
North Vancouver, British Columbia, Canada V7H 2W2
(Address of principal place of business or intended principal place of business)

Michael H. Taylor, Esq.
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435 Martin Street, Suite 1010, Blaine, WA 98230
Tel: 360-332-3300
(Name, address and telephone number of Agent for Service)

Approximate date of commencement of proposed sale to the public: **As soon as practicable after the effective date of this Registration Statement**.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If delivery of the prospectus is expected to be made pursuant to Rule 434, check the following box. ☐

CALCULATION OF REGISTRATION FEE

Title Of Each Class Of Securities To Be Registered	Dollar Amount To Be Registered	Proposed Maximum Offering Price Per Unit	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock	**3,667,500 shares**	**$0.25**	**$916,875**	**$116.17**

(1) Based on last sales price on May 14, 2003
(2) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457 under the Securities Act.

The Registrant Hereby Amends This Registration Statement On Such Date Or Dates As May Be Necessary To Delay Its Effective Date Until The Registrant Shall File A Further Amendment Which Specifically States That This Registration Statement Shall Thereafter Become Effective In Accordance With Section 8(A) Of The Securities Act Of 1933 Or Until The Registration Statement Shall Become Effective On Such Date As The Commission, Acting Pursuant To Section 8(A), May Determine.

SUBJECT TO COMPLETION, Dated March 22, 2004

PROSPECTUS

GILDER ENTERPRISES, INC.

3,667,500 SHARES
COMMON STOCK

The selling shareholders named in this prospectus are offering all of our shares of common stock offered through this prospectus. We will not receive any proceeds from this offering. We have set an offering price for these securities of $0.25 per share.

	Offering Price	Commissions	Proceeds to Selling Shareholders Before Expenses and Commissions
Per Share	$0.25	Not Applicable	$0.25
Total	$916,875	Not Applicable	$916,875

Our common stock is presently not traded on any market or securities exchange.

The sales price to the public is fixed at $0.25 per share until such time as the shares of our common stock are traded on the Over-The-Counter Bulletin Board. Although we intend to apply for trading of our common stock on the over-the-counter bulletin board, public trading of our common stock may never materialize. If our common stock becomes traded on the over-the-counter bulletin board, then the sale price to the public will vary according to prevailing market prices or privately negotiated prices by the selling shareholders.

The purchase of the securities offered through this prospectus involves a high degree of risk. See section entitled "Risk Factors" on pages 3-8.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The Date Of This Prospectus Is: March 22, 2004

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Until _____ , all dealers that effect transactions in these securities whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

Summary

As used in this prospectus, unless the context otherwise requires, “we”, “us”, “our”, the “Company” or “Gilder” refers to Gilder Enterprises, Inc. All dollar amounts in this prospectus are in U.S. dollars unless otherwise stated. The following summary is not complete and does not contain all of the information that may be important to you. You should read the entire prospectus before making an investment decision to purchase our common shares.

Gilder Enterprises, Inc.

We were incorporated on April 25, 2002 under the laws of the State of Nevada. Our principal offices are located at 3639 Garibaldi Drive, North Vancouver, British Columbia, Canada V7H 2W2. Our telephone number is (604) 924-8180.

We own 51% of Nex Connectivity Solutions Inc. (“Nex Connectivity Solutions”), a Canadian federal corporation incorporated on March 25, 2003. We own the majority interest in Nex Connectivity Solutions together with our joint venture partner, 5G Wireless Communications Pte. Ltd. (“5G Wireless”), a Singapore company that owns the remaining 49% interest in Nex Connectivity Solutions. Nex Connectivity Solutions was incorporated in order that we could carry out a joint venture with 5G Wireless for the design, building, owning and operation of specialized Internet access networks, initially serving the needs of business travelers.

Nex Connectivity Solutions has secured its initial contract for the installation and operation of a high-speed Internet access network at the Empire Landmark Hotel, a hotel property in Vancouver, British Columbia, Canada. The Empire Landmark Hotel is owned and operated by Asia Standard Hotel (Holdings) Limited (“ASHH”), based in Hong Kong.

This initial contract will require Nex Connectivity Solutions to complete the installation of the Internet access network at its cost and will provide revenues on a revenue-sharing basis with the hotel property owner based on revenues generated from hotel customer use of the Internet access network. Nex Connectivity Solutions plans to use this initial contract as an initial step into the Internet access network operations business in the Vancouver area. If Nex Connectivity Solutions is successful in securing additional contracts for Internet access network operations in the Vancouver area, then our business plan is to expand the business into new geographical areas and into new target markets, such as convention centers and institutions.

Our business operations and the operations of Nex Connectivity Solutions are in the start-up phase. Neither we nor Nex Connectivity Solutions have earned any revenues to date. The achievement of revenues will be initially based on the successful completion of the initial contract secured by Nex Connectivity Solutions. We plan to use revenues from this initial project to fund further expansion. However, there is no assurance that revenues from this initial project will be sufficient to pursue further Internet access network installations without additional financing.

Our financial information as of February 29, 2004 and May 31, 2003 is summarized below:

Consolidated Balance Sheet:

	Period Ended February 29, 2004 (Unaudited)	Year Ended May 31, 2003 (Audited)
Cash	$44,938	$57,581
Total Assets	$65,082	$74,305
Total Liabilities	$24,768	$9,574
Minority Interest	$-	$185
Total Stockholders’ Equity	$40,314	$64,546

Statement of Operations:

	Nine-month period Ended February 29, 2004 (Unaudited)	Year Ended May 31, 2003 (Audited)
Revenue	$-	$-
Net Loss Per Share – continued operations	$(0.003)	$(0.003)
Net Loss Per Share – discontinued operations	$-	$(0.002)
Net Loss from Continued Operations	$(24,232)	$(19,418)
Net Loss from Discontinued Operations	$-	$(18,355)

The Offering

Securities Being Offered	Up to 3,667,500 shares of our common stock.
Offering Price and Alternative Plan of Distribution	The offering price of the common stock is $0.25 per share. We intend to apply to the Over-The-Counter Bulletin Board to allow the trading of our common stock upon our becoming a reporting entity under the Securities Exchange Act of 1934. If our common stock becomes so traded and a market for the stock develops, the actual price of stock will be determined by market factors. The offering price would thus be determined by market factors and the independent decisions of the selling shareholders.
Minimum Number of Shares To Be Sold in This Offering	None.
Securities Issued And to be Issued	7,855,000 shares of our common stock are issued and outstanding as of the date of this prospectus. All of the common stock to be sold under this prospectus will be sold by existing shareholders.
Use of Proceeds	We will not receive any proceeds from the sale of the common stock by the selling shareholders.
Risk Factors	See “Risk Factors” and the other information in this prospectus for a discussion of the factors you should consider before deciding to invest in our common shares.

Risk Factors

An investment in our common stock involves a high degree of risk. You should carefully consider the risks described below and the other information in this prospectus before investing in our common stock. If any of the following risks occur, our business, operating results and financial condition could be seriously harmed. The trading price of our common stock could decline due to any of these risks, and you may lose all or part of your investment.

Risks Related To Our Financial Condition And Business Model

If We Do Not Successfully Complete Our Initial Internet Access Network Installation For The Empire Landmark Hotel Property In Vancouver, British Columbia, Then Our Business May Fail.

We have secured a contract to install and operate an Internet access network at the Empire Landmark Hotel property in Vancouver, British Columbia. This contract will be our first Internet access network installation and operation. The completion of this contract will consume most of our available financial resources. We will earn revenues on a revenue sharing basis with the hotel property owner that will be based on Internet usage. We will own this network and accordingly, we will not be paid any upfront purchase price or installation fee by the hotel property owner. Accordingly our ability to achieve revenues and a return on our investment on this installation contract will be dependent both on our ability to complete the installation and set up of the Internet access network and to generate and maintain usage of the Internet access network by hotel guests at the hotel property. If we are not successful at earning revenues or if revenues are less than anticipated, we may not have sufficient financial resources to continue with other network installations. In this event, we may not be able to continue business operations and our business may fail.

If We Do Not Achieve Additional Financing Or Significant Revenues From Operations, Then Our Business May Fail.

We had working capital of $31,197 as of February 29, 2004. Our plan of operations calls for us to spend approximately $156,000 to $176,000 over the next twelve-month period in pursuing our plan of operations to establish our Internet access network installation business. In order to achieve our plan of operations, we will require additional financing. The amount of financing will be dependent in part on the amount of revenues that we are able to generate from our initial hotel Internet access networks. There is no assurance that we will be able to achieve the necessary additional financing that will be sufficient for us to carry out our plan of operations for the next twelve months. We anticipate that we will not be able to achieve conventional debt financing due to the start up nature of our business and our lack of tangible assets. Accordingly, we anticipate that any additional funds will be raised through equity financings by way of additional sales of our common stock and/or securities that are convertible into shares of our common stock. There can be no assurance that additional financings will be available on terms acceptable to us, or at all. If we are not successful in achieving additional financing, then we may not be able to continue our business operations and our business may fail.

If We Are Required To Complete Additional Equity Financings, Then Our Existing Shareholders May Experience Dilution.

We anticipate that any additional financing that we obtain will be in the form of equity financings due to the start up nature of our business and our current inability to obtain conventional debt financing. Equity financings would involve the sales of our common stock and/or sales of securities that are convertible or exercisable into shares of our common stock, such as share purchase warrants or convertible loans. There is no assurance that we will be able to complete equity financings at prices that are not dilutive to our existing shareholders. The price of further equity offerings will be dependent on a number of factors, including our initial success in establishing our business operations. Accordingly, any additional financings may be on terms that are dilutive or potentially dilutive to our current shareholders.

If We Do Not Achieve Anticipated Revenues Or If Our Expenses Are Greater Than Anticipated, Then We Will Have To Scale Back Our Plan Of Operations.

We currently do not have sufficient financial resources to carry out our plan of operations over the next twelve months. Our plan of operations is predicated on our ability to earn revenues from our initial hotel Internet access networks. If revenues from our initial installations and operations are less than anticipated, then we will have

less funds with which to pursue our plan of operations. In addition, there is a risk that the anticipated expenses of completing installations of hotel Internet access networks will be greater than we have anticipated. In either of these cases, we will be forced to scale back our plan of operations to conform our expenditures to our available funds, unless we are able to achieve additional financing. If we are forced to scale back our operations, there is no assurance that we will be able to complete a sufficient number of hotel Internet access network installations in order for us to achieve sufficient revenues and cash flows to continue our business operations. In this event, our business may fail.

As We Are A Start Up Business, There Is No Assurance That Our Business Will Succeed.

We formed our joint venture with 5G Wireless in May 2003. Nex Connectivity Solutions, our joint venture company, secured its first contract for a hotel Internet access network installation in February 2004. This contract has not been completed to date. Accordingly, we are a start up company with no operating history upon which an investor may complete an evaluation of our prospects. Our prospects must be considered in light of the substantial risks, expenses and difficulties typically encountered by new start up businesses. Significant ongoing risks include our ability to:

(a) Successfully install and operate our initial hotel Internet access network;

(b) Secure additional contracts for new network installations and operations for additional hotel property owners;

(c) Achieve revenues from Internet usage on the hotel Internet access networks that we install and operate;

(d) Manage and support on an ongoing basis the hotel Internet access networks that we install in order to ensure the reliable and efficient operation of these networks;

(e) Recruit, train and retain qualified employees who are knowledgeable and capable in the field of installing and operating state-of-the-art Internet access networks;

(f) Continue to upgrade our technology solutions for Internet access networks in order to be able to offer our hotel customers with state-of-the-art products and services that are demanded by business travelers; and

(g) Compete successfully with existing competitors and new competitors in the Internet access network market.

There is no assurance that we will be able to successfully address these risks. Our failure to address these risks will adversely impact on our operating results and our financial condition and may cause our business to fail.

As There Is Substantial Doubt About Our Ability To Continue As A Going Concern, There Is No Assurance That Our Business Will Not Fail.

Our consolidated financial statements included with this prospectus have been prepared assuming we will continue as a going concern. Our independent auditors have made reference to the substantial doubt about our ability to continue as a going concern in their independent auditors' report on our audited financial statements for the year ended May 31, 2003. As discussed in the notes to our audited financial statements, we were recently incorporated, we have no established sources of revenue and we have accumulated operating losses of $64,936 since our inception. Our continuation is dependent upon our achieving a profitable level of operations as well as obtaining further long-term financing. These factors raise substantial doubt that we will be able to continue as a going concern. Our financial statements do not include any adjustments that might result from the outcome of this uncertainty.

As Our Plan Of Operations Calls For The Continued Expansion Of Our Business, We Anticipate That We Will Incur Ongoing Losses For The Foreseeable Future.

We will be required to undertake significant expenses in connection with the installation, commissioning and operation of our initial hotel Internet access networks. Our network contracts are anticipated to be structured on a revenue sharing basis whereby we will install the network at our expense, the networks will be owned by us,

and we will share revenues with hotel property owners. We will achieve revenues on an ongoing basis from Internet usage, rather than being paid upfront upon completion of each installation. Accordingly, we anticipate that we will initially incur operating losses. Further, our business plan calls for continued expansion through the installation of additional hotel Internet access networks. Due to the delay of revenues resulting from our revenue sharing arrangements and our continued planned expansion, we anticipate that we will continue to incur operating losses in the foreseeable future.

As We Own A 51% Interest In Nex Connectivity Solutions, Our Results Of Operations Will Only Reflect 51% Of Any Net Income Of Nex Connectivity Solutions.

Our Internet access network business will be carried out by Nex Connectivity Solutions. We own a 51% interest in Nex Connectivity Solutions and our joint venture partner, 5G Wireless, owns a 49% interest. Our operating results will reflect the consolidation of Nex Connectivity Solutions as we are the majority shareholder and we have the right to control Nex Connectivity Solutions. However, our operating results will only reflect 51% of any net income of Nex Connectivity Solutions due to the minority interest held by 5G Wireless.

If The Cost Of New Technology Developments Increases Our Cost Of Doing Business, Then Our Operating Results And Financial Condition May Be Adversely Impacted.

We plan to design and offer technology solutions to hotel property owners that incorporation state-of-the-art technology. We believe this will be necessary in order to satisfy the needs of business travelers at hotel properties and to maintain a competitive advantage. However, incorporating the latest technological developments into our technology solutions may cause the installation costs of our hotel Internet access networks to increase. If we are unable to achieve additional revenues to cover these increased costs, then our operating results and financial condition may be adversely affected.

If We Are Unable To Attract And Retain Qualified Personnel, Then Our Operating Results And Financial Condition May Be Adversely Impacted.

Our success will depend upon the continued efforts of our senior management and our technical, marketing and sales personnel. We will require personnel who are knowledgeable in the field of Internet access networks and who have experience in carrying out the design, installation and operation of Internet access networks. We anticipate that there will be high demand in the industry for persons with these skills. Accordingly, we anticipate that the process of hiring employees with the combination of skills and attributes necessary for us to carry out our business strategy will be extremely competitive and time consuming. There can be no assurance that we will be able to obtain or integrate the required personnel or to successfully identify and train the required personnel. In addition, employees that we retain who voluntary terminate their employment with us at any time may have a material adverse effect on our business. The loss of the services of our key personnel or, our inability to attract additional qualified personnel, could have a material adverse effect on our business, financial condition or results of operations.

As Our Joint Venture Partner, 5G Wireless Is To Provide Specialized Expertise And Know-How Regarding Internet Access Network Installations And Operations, There Is No Assurance That We Will Be Able To Carry Out Our Plan Of Operations If 5G Wireless Is Unable To Provide The Necessary Technical Expertise And Personnel.

Under the terms of our joint venture agreement with 5G Wireless, 5G Wireless is to provide specialized expertise and know-how in the area of Internet access network installations and operations to the joint venture. Initially, 5G Wireless will provide the services of Mr. Dennis Tan, chief technical manager of Nex Connectivity Solutions, and Mr. Hsien Wong, user support manager of Nex Connectivity Solutions. In the event of the departure of either Mr. Tan or Mr. Wong from Nex Connectivity Solutions for any reason or the inability of 5G Wireless to provide further technical expertise or support, then there is a risk that we will not be able to carry out our plan of operations or achieve revenue with the result that our business, financial condition and results of operations may be adversely affected.

If The Technology Solutions That We Hope To Incorporate In Our Internet Access Networks Become Obsolete, Then Our Business, Financial Condition And Operating Results May Suffer.

The Internet access networks will be subject to obsolescence due to changing technologies, changing industry standards, changing customer needs and new software introductions. If our installed Internet access networks become obsolete or if we fail to adapt to new customer needs, then we may not reach our expected level of revenue and our business, financial condition and results of operations will suffer.

Interruptions In Internet Access Caused By Telecommunications Carriers And Other Suppliers May Adversely Impact On Our Ability To Provide Internet Service To Our Customers.

We will be relying on local telecommunications and other companies to provide the telecommunications links that will enable hotel guests to access the Internet through our Internet access networks. Accordingly, disruptions or capacity constraints in these telecommunication services will result in our customers not being able to access the Internet through our Internet access networks. We will have no means of remedying these problems or replacing these services on a timely basis or at all in the event of a disruption or capacity problem. Our operations and services will also be dependent on the extent to which the telecommunications services of the third party suppliers are protected from damage and telecommunication failures and similar events, operational disruptions, natural disasters, power loss or for any other reasons. Any accident, incident, system failure or discontinuation of operations involving a third party supplier will cause interruptions to our Internet service operations which could have a material adverse effect on our ability to provide Internet access services to our customers and, in turn, on our business, financial condition and results of operations.

If We Are Unable To Maintain The Security Of Our Internet Access Networks, Our Business, Financial Condition And Result Of Operations May Be Adversely Affected.

Despite security measures that we plan to implement, our Internet access network infrastructure may be vulnerable to computer viruses, hacking or other similar disruptive problems caused by customers, other Internet users, other connected Internet sites and interconnecting telecommunications networks. Such problems caused by third parties could lead to interruptions, delays, or cessation in service to our customers. Inappropriate use of the Internet by third parties could also potentially jeopardize the security of confidential information stored in our computer systems or those of our customers. These security problems could cause us to lose customers or deter potential hotel guests from becoming customers. Further, we anticipate that our customers will be using our Internet access services to complete transactions of a commercial nature. Any network malfunction or security breach could cause such transactions to be delayed, not completed at all, or completed with compromised security. There can be no assurance that customers or others will not assert claims of liability against us as a result of any failure or security breach. Further, until more comprehensive security technologies are developed, security and privacy concerns of potential customers may inhibit the growth of our customer base and revenues. In view of these factors, our inability to maintain the security of our networks could result in a material adverse effect on our business, financial condition and results of operations.

If The Third Party Equipment Hosting Operators That We Rely Upon Suffer Service Problems, Our Business Could Be Adversely Affected.

Our plan is to locate critical server equipment dedicated to our Internet access services, including our network operations centers, in an equipment hosting facility operated by an independent third party. In this event, we will be relying on the equipment hosting operator to provide security services and to provide redundant or back up equipment and telecommunications facilities. However, despite these precautions, our operations will be subject to disruptions in service or other unanticipated problems suffered by the equipment hosting operator. Disruptions in our Internet access services could result in our customers deciding to cancel or reduce the use of our services. Accordingly, any disruption of our Internet access services due to system failures by the third party equipment hosting operator could have a material adverse effect on our business, financial condition and results of operations.

As We Plan To Purchase Commercially Available Components For Our Technology Solutions, Rather Than Develop And Own Our Own Technology, We Will Have Limited Proprietary Protection For Our Technology Solutions.

We plan to design Internet access networks using technology solutions based on commercially available hardware and software. We do not plan to develop our own software or hardware products. Accordingly, competitors will be able to purchase the same hardware and software components that we will integrate into our Internet access networks. Accordingly, there is a risk that competitors will replicate the technology solutions that we provide to our customers. Further, we will be at risk to hardware suppliers and software vendors who may increase their prices or may discontinue their operations. If software vendors from whom we have purchased software discontinue their operations, we may not be able to obtain support for the software we have installed on our networks. If prices of hardware and software components that we integrate into our technology solutions are increased, we may be forced to incur the increased expense or source different components that may not be optimal for our technology solutions. Based on these factors, the fact that we do not own the proprietary technology underlying our Internet access networks may cause our business, financial condition and results of operations to be adversely affected.

If We Are Unable To Compete With Our Competitors, Then Our Business Will Suffer.

We will face substantial competition in providing Internet access networks to hotel properties. Competition will come from a variety of competitors, including the following:

1. Existing providers of DSL and cable Internet services;

2. Competitors engaged in the similar business of installing and operating Internet access networks for hotel properties; and

3. Operators of “hot spots” who seek to establish wireless networks at hotel properties.

As a general rule, we expect that all of our competitors will have greater financial resources than we do due to the start-up nature of our business. Accordingly, competitors may be able to develop Internet access solutions that are technically superior to our Internet access networks and may be able to devote greater financial resources to the marketing of their services. Hotel property owners may also elect to proceed with established competitors rather than to enter into agreements with start-up companies. Due to these factors, there is a significant risk that our business will be materially and adversely impacted by competition.

The Introduction Of New Government Regulation Could Have A Material Adverse Effect On Our Business, Financial Condition And Results Of Operations.

We anticipate that we will not be subject to any direct regulation by any government agencies, although we will be required to comply with general regulations that are applicable to all businesses. We are currently not regulated by either the Canadian Radio Telephone Telecommunications Commission (the “CRTC”) in Canada or the Federal Communications Commission (the “FCC”) in the United States; however, Internet related regulatory policies are continuing to develop and it is possible that our business operations could be the subject of regulation from either the CRTC or the FCC in the future. Additionally, it is possible that additional laws and regulations may be adopted that directly impact on our business operations. Additional laws and regulations could include laws and regulations governing content, privacy, pricing, encryption standards, consumer protection, electronic commerce, taxation, copyright infringement and other intellectual property issues. Increased regulation governing the Internet or the installation and operation of Internet access networks could increase our cost of doing business and may result in a decline in Internet usage by business travelers and hotel properties. Accordingly, increased government regulation could have a material adverse effect on our business, financial condition and results of operations.

If A Market For Our Common Stock Does Not Develop, Shareholders May Be Unable To Sell Their Shares.

There is currently no market for our common stock and we can provide no assurance that a market will develop. We currently plan to apply for trading of our common stock on the Over-The-Counter Bulletin Board upon the effectiveness of the registration statement of which this prospectus forms a part. However, we can provide

investors with no assurance that our shares will be traded on the bulletin board or, if traded, that a public market will materialize. If our common stock is not traded on the bulletin board or if a public market for our common stock does not develop, investors may not be able to re-sell the shares of our common stock that they have purchased and may lose all of their investment.

If The Selling Shareholders Sell A Large Number Of Shares All At Once Or In Blocks, The Market Price Of Our Shares Would Most Likely Decline.

The selling shareholders are offering 3,667,500 shares of our common stock through this prospectus. Our common stock is presently not traded on any market or securities exchange, but should a market develop, shares sold at a price below the current market price at which the common stock is trading will cause that market price to decline. Moreover, the offer or sale of a large number of shares at any price may cause the market price to fall. The outstanding shares of common stock covered by this prospectus represent approximately 49% of the common shares outstanding as of the date of this prospectus.

Forward-Looking Statements

This prospectus contains forward-looking statements that involve risks and uncertainties. We use words such as anticipate, believe, plan, expect, future, intend and similar expressions to identify such forward-looking statements. You should not place too much reliance on these forward-looking statements. Our actual results are most likely to differ materially from those anticipated in these forward-looking statements for many reasons, including the risks faced by us described in this Risk Factors section and elsewhere in this prospectus.

Use Of Proceeds

We will not receive any proceeds from the sale of the common stock offered through this prospectus by the selling shareholders.

Determination Of Offering Price

The $0.25 per share offering price of our common stock was determined based on the last sales price from our most recent private offering of common stock. There is no relationship whatsoever between this price and our assets, earnings, book value or any other objective criteria of value.

We intend to apply to the Over-The-Counter Bulletin Board for the trading of our common stock upon our becoming a reporting entity under the Securities Exchange Act of 1934. We intend to file a registration statement under the Exchange Act concurrently with the effectiveness of the registration statement of which this prospectus forms a part. If our common stock becomes so traded and a market for the stock develops, we anticipate the actual price of sale would vary according to the selling decisions of each selling shareholder and the market for our common stock at the time of re-sale. The offering price would thus be determined by market factors and the independent decisions of the selling shareholders. The actual price of stock will be determined by market factors at the time of sale.

Dilution

The common stock to be sold by the selling shareholders is common stock that is currently issued and outstanding. Accordingly, there will be no dilution to our existing shareholders.

Selling Shareholders

The selling shareholders named in this prospectus are offering all of the 3,667,500 shares of common stock offered through this prospectus. The shares include the following:

1. 3,750,000 shares of our common stock that the selling shareholders acquired from us in an offering that was exempt from registration under Regulation S of the Securities Act of 1933 and completed on June 14, 2002;

2. 75,000 shares of our common stock that the selling shareholders acquired from us in an offering that was exempt from registration under Regulation S of the Securities Act of 1933 and completed on April 30, 2003;

3. 30,000 shares of our common stock that the selling shareholders acquired from us in an offering that was exempt from registration under Regulation S of the Securities Act of 1933 and completed on May 14, 2003;

None of the selling shareholders are registered broker-dealers or affiliates of registered broker-dealers.

The following table provides as of March 22, 2004, information regarding the beneficial ownership of our common stock held by each of the selling shareholders, including:

1. the number of shares owned by each prior to this offering;
2. the total number of shares that are to be offered by each;
3. the total number of shares that will be owned by each upon completion of the offering;
4. the percentage owned by each upon completion of the offering; and
5. the identity of the beneficial holder of any entity that owns the shares.

Name Of Selling Stockholder	Shares Owned Prior To This Offering	Total Number Of Shares To Be Offered For Selling Shareholders Account	Total Shares To Be Owned Upon Completion Of This Offering	Percent Owned Upon Completion Of This Offering
DANIELLE ALIE 3555 Westminster Highway, #34 Richmond, BC V7C 5P6	1,000	1,000	NIL	NIL
MICHAEL BEBEK 1070 Nelson Street, Suite #109 Vancouver, BC V6E 1H8	187,500	187,500	NIL	NIL
MICHAEL BINGHAM 1275 West 6th Avenue, Suite 300 Vancouver, BC V6H 1B6	1,000	1,000	NIL	NIL
ALMA BOWES 7522 Elliott Street Vancouver, BC V5S 2N6	1,000	1,000	NIL	NIL
GEORGE A. BOWES 7522 Elliott Street Vancouver, BC V5S 2N6	1,000	1,000	NIL	NIL
BRENT CARLBECK 680 Appian Way Coquitlam, BC V3J 2A9	1,000	1,000	NIL	NIL
SIU HING CHAN 31/F Flat C, Tower 1, Elegance Garden Tuen Mun, New Territories, Hong Kong	187,500	187,500	NIL	NIL

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Name Of Selling Stockholder	Shares Owned Prior To This Offering	Total Number Of Shares To Be Offered For Selling Shareholders Account	Total Shares To Be Owned Upon Completion Of This Offering	Percent Owned Upon Completion Of This Offering
PETER CHEN 22 Yio Chu Kang Road Singapore	1,000	1,000	NIL	NIL
DILLON CHEW 309 – 9502 Erickson Drive Burnaby, BC V3J 7B5	1,000	1,000	NIL	NIL
SO CHIN CHOA 2 Pandan Valley #10-209 Acacia Court Singapore 597626	1,000	1,000	NIL	NIL
DAN CHONG 2781 East 55th Avenue Vancouver, BC V5S 1Z5	1,000	1,000	NIL	NIL
DWAYNE COBEN 11 MacKenzie Lake Landing SE Calgary, AB T2Z 1M4	1,000	1,000	NIL	NIL
TRACEY COCHRANE 1965 Turner Street Vancouver, BC V5L 1Z9	8,000	8,000	NIL	NIL
ROGER CONCALVES / SILVIA INVESTMENTS CORP. 785 Westcot Place West Vancouver, BC V7S 1P1	2,000	2,000	NIL	NIL
VANESSA DIRKS #210 – 692 West 7th Avenue Vancouver, BC V5Z 1B5	1,000	1,000	NIL	NIL
ROB DODSWORTH 1087 Churchill Crescent, #66 North Vancouver, BC V7P 1P9	1,000	1,000	NIL	NIL
ALFRED DONG 8345 Roseberry Avenue Burnaby, BC V5J 5A2	1,000	1,000	NIL	NIL
MICHELLE FLEMONS 3929 Sharon Place West Vancouver, BC V7V 4T6	1,000	1,000	NIL	NIL
WADE FLEMONS 3929 Sharon Place West Vancouver, BC V7V 4T6	1,000	1,000	NIL	NIL
LESLIE ALLAN FRAME 837 East 13th Street North Vancouver, BC V7L 2M8	1,000	1,000	NIL	NIL
HITOMI GILLIAM 33253 - 1st Avenue Mission, BC V2V 1G6	187,500	187,500	NIL	NIL
GEOFFREY N. GOODALL 1315 Arborlynn Drive North Vancouver, BC V7J 2V6	1,000	1,000	NIL	NIL

Table is continued from page 10

Name Of Selling Stockholder	Shares Owned Prior To This Offering	Total Number Of Shares To Be Offered For Selling Shareholders Account	Total Shares To Be Owned Upon Completion Of This Offering	Percent Owned Upon Completion Of This Offering
IAN T. GREGORY 3634 Garibaldi Drive North Vancouver, BC V7H 2X5	1,000	1,000	NIL	NIL
STEVE GRICE 21368 87B Avenue Langley, BC V1M 1Z8	1,000	1,000	NIL	NIL
BRIAN GRIEG 2934 Marykirk Place North Vancouver, BC V7H 2N3	1,000	1,000	NIL	NIL
EMILY GRIEG 2934 Marykirk Place North Vancouver, BC V7H 2N3	3,000	3,000	NIL	NIL
LYNN HARRISON 233 East Woodstock Avenue Vancouver, BC V5W 1M9	1,000	1,000	NIL	NIL
TIMOTHY D. HIPSHER 1436 Sandhurst Place West Vancouver, BC V7S 2P3	1,000	1,000	NIL	NIL
DAVID HO 1409 Forbes Avenue North Vancouver, BC V7M 2Y2	1,000	1,000	NIL	NIL
IRIS HO 1723 Alberni Street, Suite 1108 Vancouver, BC V6E 1H8	187,500	187,500	NIL	NIL
BARRY HUGGINS 4114 Crown Crescent Vancouver, BC V6R 2A9	1,000	1,000	NIL	NIL
KAM CHUN HUI Suite 211, 2/F Tak Shing House, Tak Tin Estate Lam Tin, Kowloon, Hong Kong	187,500	187,500	NIL	NIL
PAULINE Y.L. HUI 4101 Bryson Place Richmond, BC V6X 3S5	1,000	1,000	NIL	NIL
MANJIT JANJUA 461 Orwell Street North Vancouver, BC V7J 3R8	1,000	1,000	NIL	NIL
KHONGORZUL KHALIUN 40 - R Mjang 10-R Bair 12-R Toot Ulaanbataar, Mongolia	187,500	187,500	NIL	NIL
CHUILUN KHALUN Bayanzur-H Duureg 15-Horol, 38B Building, Ulaanbaatar, Mongolia	1,000	1,000	NIL	NIL
RONALD D. LANTHIER 4245 Madeley Road North Vancouver, BC V7N 4E1	1,000	1,000	NIL	NIL

Table is continued from page 11

Name Of Selling Stockholder	Shares Owned Prior To This Offering	Total Number Of Shares To Be Offered For Selling Shareholders Account	Total Shares To Be Owned Upon Completion Of This Offering	Percent Owned Upon Completion Of This Offering
JAMES GORDON LAVALLEY 11580 Granville Street Richmond, BC V6Y 1R6	375,000	375,000	NIL	NIL
JOHN D. LEAVITT 56 Grenview Boulevard North Etobicoke, ON M8X 2K4	1,000	1,000	NIL	NIL
MARK LEE 1/F, 37 Cambridge Road Kowloon Town, Kowloon, Hong Kong	187,500	187,500	NIL	NIL
FRANCINE LEGAULT 3639 Garibaldi Drive North Vancouver, BC V7H 2W2	1,000	1,000	NIL	NIL
JACKIE LOCKMULLER 1532 Sutherland Place North Vancouver, BC V7L 4B5	1,000	1,000	NIL	NIL
LEONARD LOCKMULLER 1532 Sutherland Avenue North Vancouver, BC V7L 4B5	187,500	187,500	NIL	NIL
LORRAINE LIU 8016 Elliott Street Vancouver, BC V5S 2P2	1,000	1,000	NIL	NIL
DERRICK H.V. LUU 2611 Viscount Way Richmond, BC V6V 2G8	1,000	1,000	NIL	NIL
CINDY MACDONALD 307 Sasamat Lane North Vancouver, BC V7G 2S4	1,000	1,000	NIL	NIL
STEVE MACDONALD 307 Sasamat Lane North Vancouver, BC V7G 2S4	187,500	187,500	NIL	NIL
IAIN F. MACPHAIL 815 Hornby Street, Suite 605 Vancouver, BC V6Z 2E6	1,000	1,000	NIL	NIL
GEORGE MAKIHARA 12500 McNeeley Drive, Suite #67 Richmond, BC V6V 2S4	188,500	188,500	NIL	NIL
HISAKO MAKIHARA 12500 McNeeley Drive, Suite #67 Richmond, BC V6V 2S4	1,000	1,000	NIL	NIL

Table is continued from page 12

Name Of Selling Stockholder	Shares Owned Prior To This Offering	Total Number Of Shares To Be Offered For Selling Shareholders Account	Total Shares To Be Owned Upon Completion Of This Offering	Percent Owned Upon Completion Of This Offering
DAVID MILNER 631 East 24th Avenue Vancouver, BC V5V 2A3	1,000	1,000	NIL	NIL
EMILY NAKAI 4323 West 12th Avenue Vancouver, BC V6R 2P9	1,000	1,000	NIL	NIL
CHAIM AI NGOH 5 Jalan Kakatue Singapore 598566	187,500	187,500	NIL	NIL
STEVE NICOL 6020 Glenwynd Place West Vancouver, BC V7W 2W5	1,000	1,000	NIL	NIL
CHALIUN OJDOVOVA Bajanzurth Dureg 15H 4Rhoro, 111R Bair 30 Toot Ulaanbaatar, Mongolia	1,000	1,000	NIL	NIL
ROLF D. OSTERWALDER 655 Burrard Street Vancouver, BC V6C 2R7	1,000	1,000	NIL	NIL
ANDREW (BOB) PALLAI 3070 Brookridge Drive North Vancouver, BC V7R 3A8	1,000	1,000	NIL	NIL
MIRIAM PALLAI 3070 Brookridge Drive North Vancouver, BC V7R 3A8	2,000	2,000	NIL	NIL
REX PEGG 410 Mahon Avenue, Unit #108 North Vancouver, BC V7M 2R5	1,000	1,000	NIL	NIL
EVA PELCZ #411 – 10082 – 132 Street Surrey, BC V3T 5V3	1,000	1,000	NIL	NIL
RICHARD PELCZ #301 – 1260 West 10th Avenue Vancouver, BC V6H 1J3	1,000	1,000	NIL	NIL
RICHARD JANOS PELCZ 1365 Park Drive Vancouver, BC V6P 2K4	1,000	1,000	NIL	NIL
LAWRENCE W. PERKINS 10584 153rd Street, Unit #108 Surrey, BC V3R 9V1	1,000	1,000	NIL	NIL
MICHAEL C. PERKINS 5719 172nd Street Surrey, BC V3S 3Z4	1,000	1,000	NIL	NIL
JIM PITCAIRN 4322 Staulo Crescent Vancouver, BC V6N 3S2	2,000	2,000	NIL	NIL

Table is continued from page 13

Name Of Selling Stockholder	Shares Owned Prior To This Offering	Total Number Of Shares To Be Offered For Selling Shareholders Account	Total Shares To Be Owned Upon Completion Of This Offering	Percent Owned Upon Completion Of This Offering
MICHAEL RAK 353 West 5th Avenue Vancouver, BC V5Y 1M2	1,000	1,000	NIL	NIL
TIMOTHY J. RAK 6140 Ross Street Vancouver, BC V5W 3L6	1,000	1,000	NIL	NIL
MARK REYNOLDS 203 – 4323 Gallant Avenue North Vancouver, BC V7G 2C1	2,000	2,000	NIL	NIL
CAMERON ROBB 344 Rosehill Wynd Delta, BC V4L 2L9	1,000	1,000	NIL	NIL
ANNA J.Y. SAGMAN 397 Maki Avenue Sudbury, ON P3E 2P3	1,000	1,000	NIL	NIL
JOHN SAGMAN 397 Maki Avenue Sudbury, ON P3E 2P3	1,000	1,000	NIL	NIL
LOUISE SALMON #320 – 5800 Andrews Road Richmond, BC V7E 6M2	1,000	1,000	NIL	NIL
MELANIE SELVIN 1365 Park Drive Vancouver, BC V6P 2K4	1,000	1,000	NIL	NIL
CHRIS STAARGAARD 510 West Hastings Street, Suite 912 Vancouver, BC V6B 1L8	1,000	1,000	NIL	NIL
DON SUTHERLAND 1510 West 1st Avenue, Suite 202 Vancouver, BC V6J 1E8	2,000	2,000	NIL	NIL
JOHN SVERRE 3680 West 7th Avenue Vancouver, BC V6R 1W4	187,500	187,500	NIL	NIL
ROGER SYLVESTRE 2248 York Avenue, Suite 302 Vancouver, BC V6K 1C6	1,000	1,000	NIL	NIL
RUNJEET SYLVESTRE 2248 York Avenue, Suite 302 Vancouver, BC V6K 1C6	1,000	1,000	NIL	NIL
TAMARACK CAPITAL CORPORATION (Beneficial Owner - Paul Darc) 1040 West Georgia Street, Suite #920 Vancouver, BC V6E 4H1	1,000	1,000	NIL	NIL
DENNIS TAN 1344 Whitby Road West Vancouver, BC V7S 2N5	1,000	1,000	NIL	NIL

Table is continued from page 14

Name Of Selling Stockholder	Shares Owned Prior To This Offering	Total Number Of Shares To Be Offered For Selling Shareholders Account	Total Shares To Be Owned Upon Completion Of This Offering	Percent Owned Upon Completion Of This Offering
SEK TOH TAN 4 Kong Chin Road #02-01, Century Villa Singapore, 258707	1,000	1,000	NIL	NIL
MUN KWAN THAM 6520 Whiteoak Drive Richmond, BC V7E 4Z8	1,000	1,000	NIL	NIL
PHYLLIS THAM 3368 East 44th Avenue Vancouver, BC V5R 3B4	187,500	187,500	NIL	NIL
TONY THAM 56 West 10th Avenue Vancouver, BC V5Y 1R6	187,500	187,500	NIL	NIL
JOE TORRES 2593 Poplynn Drive North Vancouver, BC V7J 2Y1	1,000	1,000	NIL	NIL
LAURIE TRAINER 5482 183A Street Surrey, BC V3S 4N9	2,000	2,000	NIL	NIL
STACY TRAINER 5482 183A Street Surrey, BC V3S 4N9	2,000	2,000	NIL	NIL
CHAN TRUONG 322 Nootka Street New Westminster, BC V3L 4X4	1,000	1,000	NIL	NIL
SONIA TRUONG 322 Nootka Street New Westminster, BC V3L 4X4	1,000	1,000	NIL	NIL
SHUK KING TUNG 8345 Roseberry Avenue Burnaby, BC V5J 5A2	1,000	1,000	NIL	NIL
ANNE WALSH 6688 Marguerite Street Vancouver, BC V6P 4E9	1,000	1,000	NIL	NIL
ROGER WALSH 6688 Marguerite Street Vancouver, BC V6P 4E9	1,000	1,000	NIL	NIL
GRANT WEAVER 8325 Tugboat Place Vancouver, BC V6P 6R1	1,000	1,000	NIL	NIL
DOUGLAS WEE 1313 Noons Creek Drive Port Moody, BC V3H 4C1	375,000	375,000	NIL	NIL
ROBERT G. WILSON 1507 – 198 Aquarius Mews Vancouver, BC V6Z 2Y4	1,000	1,000	NIL	NIL

Table is continued from page 15

Name Of Selling Stockholder	Shares Owned Prior To This Offering	Total Number Of Shares To Be Offered For Selling Shareholders Account	Total Shares To Be Owned Upon Completion Of This Offering	Percent Owned Upon Completion Of This Offering
JUDY WONE 56 East 10th Avenue Vancouver, BC V5Y 1R6	1,000	1,000	NIL	NIL
COLIN WONG 1450 Chestnut, Suite #1206 Vancouver, BC V6J 3K3	1,000	1,000	NIL	NIL
ERROLL WONG 3263 Dieppe Drive Vancouver, BC V5M 4B8	1,000	1,000	NIL	NIL
HSIEN LOONG WONG 1807 – 3970 Carrigan Court Burnaby, BC V3N 4S5	1,000	1,000	NIL	NIL
LILLIAN WONG 788 Eyremont Drive West Vancouver, BC V7S 2A6	1,000	1,000	NIL	NIL
RON WRATSCHKO 3026 5th Street SW Calgary, AB T2S 2C3	2,000	2,000	NIL	NIL
SAU-NGAN YOUNG 6324 Walker Avenue Burnaby, BC V5E 3B6	1,000	1,000	NIL	NIL
CAROL YUEN 3500 Cunningham Drive, Unit 19 Richmond, BC V6X 3T3	1,000	1,000	NIL	NIL
DAVE YUEN 19 - 3500 Cunningham Drive Richmond, BC V6X 3T3	187,500	187,500	NIL	NIL

The named party beneficially owns and has sole voting and investment power over all shares or rights to these shares, unless otherwise shown in the table. The numbers in this table assume that none of the selling shareholders sells shares of common stock not being offered in this prospectus or purchases additional shares of common stock, and assumes that all shares offered are sold.

Except as described below, none of the selling shareholders:

(1) has had a material relationship with us other than as a shareholder at any time within the past three years; or
(2) has ever been one of our officers or directors.

Mr. George Bowes and Ms. Alma Bowes are the parents of Joseph Bowes, our sole executive officer and a director.

Mr. Dennis Tan, is the chief technical manager of Nex Connectivity Solutions.

Mr. Sek Toh Tan is the father of Dennis Tan, one of our employees.

Mr. Hsien Loong Wong is one of our employees.

Mark Lee is the brother of Jun Nam (Johnny) Lee, one of our directors.

Plan Of Distribution

The selling shareholders may sell some or all of their common stock in one or more transactions, including block transactions:

1. On such public markets or exchanges as the common stock may from time to time be trading;
2. In privately negotiated transactions;
3. Through the writing of options on the common stock;
4. In short sales; or
5. In any combination of these methods of distribution.

The sales price to the public is fixed at $0.25 per share until such time as the shares of our common stock become traded on the Over-The-Counter Bulletin Board or another exchange. Although we intend to apply for trading of our common stock on the Over-The-Counter Bulletin Board, public trading of our common stock may never materialize. If our common stock becomes traded on the Over-The-Counter Bulletin Board or another exchange, then the sales price to the public will vary according to the selling decisions of each selling shareholder and the market for our stock at the time of resale. In these circumstances, the sales price to the public may be:

1. The market price of our common stock prevailing at the time of sale;
2. A price related to such prevailing market price of our common stock; or
3. Such other price as the selling shareholders determine from time to time.

The shares may also be sold in compliance with the Securities and Exchange Commission's Rule 144.

The selling shareholders may also sell their shares directly to market makers acting as agents in unsolicited brokerage transactions. Any broker or dealer participating in such transactions as agent may receive a commission from the selling shareholders, or, if they act as agent for the purchaser of such common stock, from such purchaser. The selling shareholders will likely pay the usual and customary brokerage fees for such services. If applicable, the selling shareholders may distribute shares to one or more of their partners who are unaffiliated with us. Such partners may, in turn, distribute such shares as described above.

We can provide no assurance that all or any of the common stock offered will be sold by the selling shareholders.

We are bearing all costs relating to the registration of the common stock. The selling shareholders, however, will pay any commissions or other fees payable to brokers or dealers in connection with any sale of the common stock.

The selling shareholders must comply with the requirements of the Securities Act of 1933 and the Securities Exchange Act in the offer and sale of the common stock. In particular, during such times as the selling shareholders may be deemed to be engaged in a distribution of the common stock, and therefore be considered to be an underwriter, they must comply with applicable law and may, among other things:

1. Not engage in any stabilization activities in connection with our common stock;

2. Furnish each broker or dealer through which common stock may be offered, such copies of this prospectus, as amended from time to time, as may be required by such broker or dealer; and

3. Not bid for or purchase any of our securities or attempt to induce any person to purchase any of our securities other than as permitted under the Securities Exchange Act.

Legal Proceedings

We are not currently a party to any legal proceedings.

Our agent for service of process in Nevada is Cane & Associates, LLP, of 3199 East Warm Springs Road, Suite 200, Las Vegas, Nevada 89120.

Directors, Executive Officers, Promoters And Control Persons

Our executive officers and directors and their respective ages as of March 15, 2004 are as follows:

Directors:

Name of Director	Age
Joseph G. Bowes	48
Jun Nam (Johnny) Lee	43
Peter Vosotas	61

Executive Officers:

Name of Officer	Age	Office
Joseph G. Bowes	48	President, Secretary, Treasurer, Chief Executive Officer and Chief Financial Officer

Set forth below is a brief description of the background and business experience of each of our executive officers and directors for the past five years.

Mr. Joseph G. Bowes is our president, secretary, treasurer, chief executive officer and chief financial officer and is a member of our board of directors. Mr. Bowes was appointed to our board of directors as our president, secretary, treasurer, chief executive officer and chief financial officer on April 25, 2002.

Mr. Bowes is the president and founder of Angus Consulting, a private consulting firm owned by Mr. Bowes that specializes in providing advisory services for start-up and growth stage companies. Mr. Bowes founded Angus Consulting in 1988. Mr. Bowes was a director of Nicholas Financial, Inc., a publicly traded consumer finance company on the Vancouver Stock Exchange (now TSX Venture Exchange) and NASDAQ, based in Florida from August 1991 to December 1998. Mr. Bowes was the corporate controller of Cevaxs Corporation a private internationally based provider of videocassette rental services through more than 4,000 convenience store locations throughout North America, from April 1986 to November 1987. Mr. Bowes was the chief financial officer and a director of Achievers Media Corporation, a publicly traded franchise company on the Vancouver Stock Exchange (now TSX Venture Exchange), involved in the development and marketing of employee training through an established franchise network in Canada and the United States from May 1988 to May 1990. Mr. Bowes was a management consultant with the firm of Price Waterhouse from July 1982 to April 1986. Mr. Bowes is a Chartered Accountant and has an MBA from the University of Western Ontario. Mr. Bowes was a director of The Electric Mail Company Inc., a publicly traded company on the Vancouver Stock Exchange (now TSX Venture Exchange), from November 1997 to June 1998.

Mr. Jun Nam (Johnny) Lee is a member of our board of directors. Mr. Lee was appointed to our board of directors on January 25, 2004.

Mr. Lee is the managing director of Nanpong (Hing Kee) Corporation Ltd., which is involved in real estate development and trading, and building materials trading, principally in Hong Kong, PRC. Mr. Lee has been the managing director of Nanpong since joining the firm in 1992. Prior to this, Mr. Lee was active as an investor and/or senior manager in a number of businesses with established operations in Canada, Hong Kong and mainland China involved in the travel industry and manufacturing. In 1987, Mr. Lee earned a Bachelor of Business Administration Degree from Simon Fraser University in Vancouver, Canada

Mr. Peter Vosotas is a member of our board of directors. Mr. Vosotas was appointed to our board of directors on April 28, 2003.

Mr. Vosotas is the founder of Nicholas Financial, Inc. and has served as chairman, chief executive officer and president of Nicholas Financial and each of its subsidiaries since the inception of the business in 1985. Nicholas Financial provides direct consumer loans and purchases installment sales contracts from automobile dealers for used cars and light trucks. Nicholas Financial operates a network of twenty-nine business development centers in Florida, Georgia, Ohio, Michigan, Virginia and the Carolinas. Prior to forming Nicholas Financial, Mr. Vosotas held a variety of engineering sales and marketing positions with Ford Motor, GTE and AT&T Paradyne Corporation. Mr. Vosotas attended the United States Naval Academy and earned a Bachelor of Science Degree in Electrical Engineering from the University of New Hampshire. Nicholas Financial has been publicly listed since 1987 and currently trades on the Nasdaq SmallCap market.

Term of Office

Our Directors are appointed for a one-year term to hold office until the next annual general meeting of our shareholders, until they resign or until removed from office in accordance with our bylaws. Our officers are appointed by our board of directors and hold office until removed by the board.

Significant Employees

Nex Connectivity Solutions, our majority-owned joint venture subsidiary, currently has two significant employees who are not executive officers or directors as described as follows:

Mr. Dennis Tan. Mr. Dennis Tan, who is the chief technology manager of Nex Connectivity Solutions, was previously the vice president of technical operations for 5G Wireless in Singapore from June 2001 to September 2002 and is the brother of the controlling shareholder and president of 5G Wireless. Mr. Dennis Tan was closely involved in the early implementation of the commercial wireless Internet access networks business of 5G Wireless. He has assisted in the design and implementation of several wireless network projects, including hotels and convention centers. He has extensive experience in testing, de-bugging and maintaining fully operational network systems. Mr. Tan graduated from Simon Fraser University in Vancouver, British Columbia with a Bachelors of Arts in Economics in 1996. He also holds a post-graduate qualification from the Information Technology Institute in Vancouver, British Columbia. Mr. Dennis Tan was a customer service supervisor with HSBC Bank Canada from November 1998 to August 2000. Mr. Dennis Tan has served as a senior technical consultant for Roam Zone Inc., a Singapore company engaged in the business of installation of wireless Internet networks, from October 2002 to present.

Mr. Hsien Loong Wong. Mr. Wong is the user support manager for Nex Connectivity Solutions. Mr. Wong is a trained computer technical support specialist, with experience dating back to 1995. Mr. Wong grew up and was educated in Singapore, where he served in the Singapore Armed Forces Maintenance Corps from March 1995 to May 1997. Mr. Wong attended Simon Fraser University in Vancouver, British Columbia from May 1998 to December 2001. Mr. Wong graduated from Simon Fraser University in 2001 with a Bachelors of Arts (Honours) in Mass Communications. Mr. Wong has been the corporate communications manager of Roam Zone Inc. from September 2002 to present where he was responsible for corporate public relations and communications between distributors and potential clients.

Committees of the Board Of Directors

We presently do not have an audit committee, compensation committee, nominating committee, an executive committee of our board of directors, stock plan committee or any other committees. However, our board of directors is considering establishing various committees by the end of the current fiscal year.

Audit Committee Financial Expert

We have no financial expert on our Board of Directors. We believe the cost related to retaining a financial expert at this time is prohibitive. Further, because of our start-up operations, we believe the services of a financial expert are not warranted.

Security Ownership Of Certain Beneficial Owners And Management

The following table sets forth certain information concerning the number of shares of our common stock owned beneficially as of March 15, 2004 by: (i) each person (including any group) known to us to own more than five percent (5%) of any class of our voting securities, (ii) each of our directors, (iii) each of our named executive officers; and (iv) officers and directors as a group. Unless otherwise indicated, the shareholders listed possess direct sole voting and investment power with respect to the shares shown.

Title of class	Name and address of beneficial owner	Amount and Nature of Beneficial Ownership	Percentage of Common Stock[1]
DIRECTORS AND EXECUTIVE OFFICERS			
Common Stock	Joseph G. Bowes Director, President, Secretary Treasurer, Chief Executive Officer, Chief Financial Officer 3639 Garibaldi Drive North Vancouver, British Columbia Canada V7H 2W2	4,000,000 shares	50.9%
Common Stock	Jun Nam (Johnny) Lee Director Suite 202, 2/F, Chung Ying Building 20 Connaught Road West Hong Kong	187,500 shares	2.4%
Common Stock	Peter Vosotas Director 2454 McMullen Booth Rd, Bldg “C” c/o Nicholas Financial, Inc. Clearwater, FL 33759	NIL shares	NIL
Common Stock	All Officers and Directors as a Group (3 persons)	4,187,500 shares	53.3%
5% STOCKHOLDERS			
None.			

[1] The percent of class is based on 7,855,000 shares of common stock issued and outstanding as of March 15, 2004.

To our knowledge, the persons named have full voting and investment power with respect to the shares indicated. Under the rules of the Securities and Exchange Commission, a person (or group of persons) is deemed to be a "beneficial owner" of a security if he or she, directly or indirectly, has or shares the power to vote or to direct the voting of such security, or the power to dispose of or to direct the disposition of such security. Accordingly, more than one person may be deemed to be a beneficial owner of the same security. A person is also deemed to be a beneficial owner of any security, which that person has the right to acquire within 60 days, such as options or warrants to purchase our common stock.

Description Of Securities

General

Our authorized capital stock consists of 100,000,000 shares of common stock, with a par value of $0.001 per share, and 100,000,000 shares of preferred stock, with a par value of $0.001 per share. As of March 15, 2004, there were 7,855,000 shares of our common stock issued and outstanding held by one hundred six (106) stockholders of record. We have not issued any shares of preferred stock.

Common Stock

Our common stock is entitled to one vote per share on all matters submitted to a vote of the stockholders, including the election of directors. Except as otherwise required by law or provided in any resolution adopted by our board of directors with respect to any series of preferred stock, the holders of our common stock will possess all voting power. Generally, all matters to be voted on by stockholders must be approved by a majority (or, in the case of election of directors, by a plurality) of the votes entitled to be cast by all shares of our common stock that are present in person or represented by proxy, subject to any voting rights granted to holders of any preferred stock. Holders of our common stock representing one percent (1%) of our capital stock issued, outstanding and entitled to vote, represented in person or by proxy, are necessary to constitute a quorum at any meeting of our stockholders. A vote by the holders of a majority of our outstanding shares is required to effectuate certain fundamental corporate changes such as liquidation, merger or an amendment to our Articles of Incorporation. Our Articles of Incorporation do not provide for cumulative voting in the election of directors.

Subject to any preferential rights of any outstanding series of preferred stock created by our board of directors from time to time, the holders of shares of our common stock will be entitled to such cash dividends as may be declared from time to time by our board of directors from funds available therefor.

Subject to any preferential rights of any outstanding series of preferred stock created from time to time by our board of directors, upon liquidation, dissolution or winding up, the holders of shares of our common stock will be entitled to receive pro rata all assets available for distribution to such holders.

In the event of any merger or consolidation with or into another company in connection with which shares of our common stock are converted into or exchangeable for shares of stock, other securities or property (including cash), all holders of our common stock will be entitled to receive the same kind and amount of shares of stock and other securities and property (including cash).

Holders of our common stock have no pre-emptive rights, no conversion rights and there are no redemption provisions applicable to our common stock.

Preferred Stock

Our board of directors is authorized by our articles of incorporation to divide the authorized shares of our preferred stock into one or more series, each of which must be so designated as to distinguish the shares of each series of preferred stock from the shares of all other series and classes. Our board of directors is authorized, within any limitations prescribed by law and our articles of incorporation, to fix and determine the designations, rights, qualifications, preferences, limitations and terms of the shares of any series of preferred stock including but not limited to the following:

(a) the rate of dividend, the time of payment of dividends, whether dividends are cumulative, and the date from which any dividends shall accrue;

(b) whether shares may be redeemed, and, if so, the redemption price and the terms and conditions of redemption;

(c) the amount payable upon shares of preferred stock in the event of voluntary or involuntary liquidation;

(d) sinking fund or other provisions, if any, for the redemption or purchase of shares of preferred stock;

(e) the terms and conditions on which shares of preferred stock may be converted, if the shares of any series are issued with the privilege of conversion;

(f) voting powers, if any, provided that if any of the preferred stock or series thereof shall have voting rights, such preferred stock or series shall vote only on a share for share basis with our common stock on any matter, including but not limited to the election of directors, for which such preferred stock or series has such rights; and

(g) subject to the above, such other terms, qualifications, privileges, limitations, options, restrictions, and special or relative rights and preferences, if any, of shares or such series as our board of directors may, at the time so acting, lawfully fix and determine under the laws of the State of Nevada.

Dividend Policy

We have never declared or paid any cash dividends on our common stock. We currently intend to retain future earnings, if any, to finance the expansion of our business. As a result, we do not anticipate paying any cash dividends in the foreseeable future.

Share Purchase Warrants

We have not issued and do not have outstanding any warrants to purchase shares of our common stock.

Options

We have not issued and do not have outstanding any options to purchase shares of our common stock.

Convertible Securities

We have not issued and do not have outstanding any securities convertible into shares of our common stock or any rights convertible or exchangeable into shares of our common stock.

Nevada Anti-Takeover laws

Nevada revised statutes sections 78.378 to 78.3793 provide state regulation over the acquisition of a controlling interest in certain Nevada corporations unless the articles of incorporation or bylaws of the corporation provide that the provisions of these sections do not apply. The statute creates a number of restrictions on the ability of a person or entity to acquire control of a Nevada company by setting down certain rules of conduct and voting restrictions in any acquisition attempt, among other things. Our articles of incorporation expressly state that these provisions do not apply. Accordingly, we are not governed by these provisions regarding acquisitions of controlling interests.

Experts

O’Neill & Taylor PLLC, our independent legal counsel, have provided an opinion on the validity of our common stock.

The consolidated financial statements of Gilder Enterprises, Inc. included in this registration statement have been audited by BDO Dunwoody LLP, independent chartered accountants, to the extent and for the periods set forth in their report (which contains an explanatory paragraph regarding our company’s ability to continue as a going concern) appearing elsewhere in the registration statement, and are included in reliance upon such report given upon the authority of said firm as experts in auditing and accounting.

Interests Of Named Experts And Counsel

No expert or counsel named in this prospectus as having prepared or certified any part of this prospectus or having given an opinion upon the validity of the securities being registered or upon other legal matters in connection with the registration or offering of the common stock was employed on a contingency basis, or had, or is to receive, in connection with the offering, any interest, direct or indirect, in the registrant or any of its parents or subsidiaries. Nor was any such person connected with the registrant or any of its parents or subsidiaries as a promoter, managing or principal underwriter, voting trustee, director, officer, or employee.

Disclosure Of Commission Position Of Indemnification For Securities Act Liabilities

Our directors and officers are indemnified as provided by the Nevada Revised Statutes and our bylaws. We have been advised that in the opinion of the Securities and Exchange Commission indemnification for liabilities arising under the Securities Act of 1933 is against public policy as expressed in the Securities Act of 1933, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities is asserted by one of our directors, officers, or controlling persons in connection with the securities being registered, we will, unless in the opinion of our legal counsel the matter has been settled by controlling precedent, submit the question of whether such indemnification is against public policy to a court of appropriate jurisdiction. We will then be governed by the court's decision.

Organization Within Last Five Years

We were incorporated on April 25, 2002 under the laws of the State of Nevada.

Mr. Joseph G. Bowes, our president, secretary, treasurer and a director, has been our founder and our sole promoter since our inception. Mr. Bowes purchased 4,000,000 shares of our common stock at a price of $0.001 US per share on April 25, 2002. We entered into a management services agreement with Angus Consulting Inc., a company controlled by Mr. Joseph G. Bowes on July 1, 2002. Under the terms of the management services agreement, we have agreed to pay Angus Consulting Inc. a consulting fee of $900 per month in consideration for management and administrative services to be provided by Angus Consulting Inc. to us. These services include the services of Mr. Bowes as our sole executive officer. The management agreement is for a two year term expiring June 30, 2004. Other than this purchase of stock and the management agreement with Angus Consulting, we have not entered into any agreement with Mr. Bowes wherein we are to provide anything of value to Mr. Bowes, directly or indirectly, or whereby Mr. Bowes is to provide us with any assets, services or other consideration. We have not acquired any assets from Mr. Bowes and we do not have any agreement to purchase any assets from Mr. Bowes.

We entered into an option agreement to acquire certain mineral leases located in the Northwest Territories of Canada on June 26, 2002. We conducted a preliminary geological exploration program on this mineral property in 2002. As the geological report that we obtained on this preliminary geological exploration program did not recommend further exploration of the property, we determined to abandon this property in January 2003. Preliminary work of a similar nature was conducted on several other properties that ultimately also proved unattractive. In early 2003, we decided to abandon mineral exploration and development activities altogether and to apply our cash resources to other ventures.

We entered into our joint venture agreement with 5G Wireless on May 25, 2003. We entered into a shareholders agreement with 5G Wireless for the establishment, ownership and operation of our Internet access network business through Nex Connectivity Solutions on May 25, 2003. We attempted to secure our first Internet access network installation contract in June 2003. However, we were unsuccessful in our attempt to enter this contract. We continued our efforts to secure Internet access network installation contracts since this first attempt and we were eventually successful in securing our first Internet access network installation contract for Nex Connectivity Solutions in February 2004.

Description Of Business

OVERVIEW

Gilder Enterprises, Inc. (“We”, “Gilder” or the "Company") was incorporated on April 25, 2002, under the laws of the State of Nevada.

We own 51% of Nex Connectivity Solutions Inc. (“Nex Connectivity Solutions”), a Canadian federal corporation incorporated on March 25, 2003. We own the majority interest in Nex Connectivity Solutions together with our joint venture partner, 5G Wireless Communications Pte. Ltd. (“5G Wireless”), a Singapore company, that owns the remaining 49% interest in Nex Connectivity Solutions. Nex Connectivity Solutions was incorporated in order that we could carry out a joint venture with 5G Wireless for the design, building, owning and operation of specialized Internet access networks, initially serving the needs of business travelers. Nex Connectivity Solutions has secured its initial contract for the installation of a high-speed Internet access network at the Empire Landmark Hotel located in Vancouver, British Columbia, Canada. Our business strategy is to use this initial installation contract as an initial step in the establishment of our Internet access network operation business in the Vancouver area. If Nex Connectivity Solutions is successful in securing additional contracts for Internet access network operations in the Vancouver area, then our business plan is to expand our business into new geographical areas and into new target markets, such as convention centers and institutions.

Our business operations and the operations of Nex Connectivity Solutions are in the start-up phase. Neither we nor Nex Connectivity Solutions have earned any revenues to date. The achievement of revenues will be initially based on the successful completion of the initial contract secured by Nex Connectivity Solutions. We plan to use revenues from this initial project to fund further expansion. However, there is no assurance that revenues from this initial project will be sufficient to pursue further Internet access network installations without additional financing, of which there is no assurance.

OUR JOINT VENTURE

We entered into a joint venture agreement with 5G Wireless on May 25, 2003. The joint venture agreement was entered into with the intent to form corporations to carry out the joint venture business of providing high-speed Internet access to hotel and other targeted properties. The initial joint venture corporation that was incorporated to give effect to the joint venture’s business purpose was Nex Connectivity Solutions, a Canadian federal corporation incorporated pursuant to the Canada Business Corporations Act. Nex Connectivity Solutions will carry out the joint venture’s business operations in Canada. The joint venture agreement anticipates that we may also form additional joint venture corporations in Canada and the United States if our business should expand and require such operations.

Our ownership in Nex Connectivity Solutions is governed by a shareholders agreement with 5G Wireless. Under the terms of this shareholders agreement, we and 5G Wireless each are entitled to appoint one nominee to the board of directors of Nex Connectivity Solutions. Under the shareholders agreement, fundamental business decisions require our prior written approval. In addition, we are entitled to a tie-breaking vote on matters where there is no unanimous agreement among the directors on all matters of governance to be approved by the directors of Nex Connectivity Solutions. We and 5G Wireless have each granted to each other rights of first refusal on our interests in Nex Connectivity Solutions. These rights of first refusal require that we each offer to the other our interests in Nex Connectivity Solutions and give the other the opportunity to purchase our interests prior to completing any sale of our interests to a third party.

We have agreed to advance up to $40,000 to Nex Connectivity Solutions as a loan in order to fund its start-up operations and its initial Internet access network installation. In exchange, 5G Wireless has agreed to provide: (i) certain network hardware and software valued at $10,000; (ii) the services of Dennis Tan and Hsein Loong Wong as employees to provide technical expertise and support; and (iii) a license of certain software developed by 5G Wireless for the management of hotel Internet access networks. 5G Wireless and Michael Tan, the principal of 5G Wireless, have each provided a guarantee of repayment, with accompanying security, of our loan to Nex Connectivity Solutions.

INDUSTRY BACKGROUND

We are engaged through Nex Connectivity Solutions in the business of installing and operating computer networks that enable business travelers at hotel properties to have high-speed access to the Internet. We refer to these networks as Internet access networks.

Over the past decade, use of the Internet has grown dramatically with the result that today's traveling public has compelling business and personal needs for frequent Internet access while away from home or the office. Such reasons include:

1. sending and receiving e-mails;
2. accessing and searching Internet websites;
3. accessing corporate networks;
4. videoconferencing;
5. on-line banking;
6. on-line stock quotes and research;
7. buying and selling stocks; and
8. on-line shopping.

Today's Internet users are able to access the Internet both through "dial-up" telephone line access and through broadband or high-speed Internet access through a digital subscriber line or cable Internet access. Dial-up Internet access is slower than broadband or high-speed Internet access due to the limitations on the speed at which data can be transferred over telephone lines for dial-up access. Today's feature rich web-based applications and advanced Internet applications demand rates of data transmission that are in excess of the rates that can be achieved using dial-up Internet access. Accordingly, consumers have adopted high-speed, broadband Internet access as an alternative to dial-up Internet access and have been converting to broadband.

Business travelers have come to demand high speed Internet access in order to take advantage of the Internet's capabilities and in order that they can productively use their hotel time during business trips. Business travelers today typically have high speed Internet access both at the office and at home. As a consequence, we believe that business travelers will demand high-speed Internet access when traveling and staying at hotels in order that they have the full functionality and productivity provided by high-speed Internet access that they have become accustomed to at their office or home. For these travelers, conventional dial-up Internet access is too slow and is in effect too expensive in view of the limitations on productivity. As a result of these factors, we believe that business travelers will base their hotel selection in part on the ability of the hotel to provide the traveler with high speed Internet access in their hotel room.

We believe that the high-speed Internet access needs of today's business travelers are not being met in a substantial portion of hotel properties due to a lack of high-speed Internet access at these locations. The inability of hotel properties to provide high-speed Internet access for their guests is largely a function of the high cost of installing high-speed Internet access to each room in a hotel property using conventional technologies. Until recently, affordable high speed Internet access has only been available by installing either digital subscriber line ("DSL") service or cable Internet service to a fixed physical location. Each of these alternatives is expensive in view of the costs of connecting each hotel room to a DSL or Internet cable connection in each hotel room. As a result, many hotel properties are currently only able to offer "dial-up" Internet access to their guests. Dial-up Internet access provides Internet access at substantially lower speeds than a high-speed wireless connection. We believe that today's business travelers will require high-speed Internet access in order that they can have the required functionality from their Internet access. Accordingly, we believe that hotel properties must be able to offer business travelers with high-speed Internet access or risk losing customers and market share.

The Internet access network business is in the early stages of an important new technological development which is being driven by the convergence of evolving broadband access needs and wireless-fidelity ("Wi-Fi") technology developments. These Wi-Fi developments arise from the worldwide adoption of the IEEE 802.11 standards on wireless local area networks. These developments in the Wi-Fi technology include the following:

1. Wi-Fi has emerged as the dominant standard for wireless local area networks throughout the world. Wi-Fi defines a single unified networking standard for all developers, equipment manufacturers, service providers and users.

2. Hundreds of equipment manufacturers have already brought to market millions of Wi-Fi network cards and devices, including radios and access points. The unified single Wi-Fi standard makes it possible for all wireless enabled devices to “interoperate” with each other. The consequence of this “Interoperability” is that it enables an access point made by one manufacturer to communicate with a network radio from a completely different manufacturer.

3. The rapid increase in the manufacture of Wi-Fi components has triggered a steep decline in the prices for Wi-Fi cards and devices.

4. Wi-Fi networks have begun appearing in public places. These Wi-Fi networks are called “hot spots” because of the availability of users with Wi-Fi access devices at the place to access the Internet through a wireless network. Wi-Fi networks use an unlicensed spectrum. Wi-Fi components are able to provide connection speeds of up to 11 million bits per second, or over 100 times faster than a dial-up modem connection. A typical Wi-Fi access point will cover an area of 100 to 500 square feet. As a consequence of this high speed, the access speed experienced by hot spot users will be determined by the speed of the hot spot’s connection to the Internet.

OUR MARKET OPPORTUNITY

Our market opportunity is to take advantage of the latest Internet access technologies in order to provide high speed Internet access to business travelers. We have formulated a business strategy that will enable us to install high-speed Internet access systems without the costs of installation of fixed DSL service or cable Internet service to each physical location by using wireless and other networking solutions. We plan to target hotel properties initially for installation of our Internet access systems due to the current high costs of providing high-speed Internet access to each room in a hotel using conventional services and due to the market demand of the business traveler.

OUR TECHNOLOGY SOLUTION

We have developed a technology solution to be able to take advantage of our market opportunity. Our technology solution will be a specialized Internet access network that will incorporate commercially available state-of-the-art networking hardware and software components and our specialized expertise and know-how in systems and network integration, expertise and know-how that we believe is not readily available in the marketplace today. Each individual installation requires a custom design process that must take into account (i) the specific physical circumstances of the installation that could affect network operations, including factors such as the actual location of the areas to be serviced and the physical properties, floor by floor and room by room, of the structure of the hotel; (ii) the current operating specifications and requirements of specific, commercially-available, original equipment manufacturer ("OEM") hardware and software components; (iii) the interoperability of specific OEM hardware and software components; and (iv) future scalability considerations. We believe that proper design of each Internet access network is key to the proper "in-service" operation of the network.

A typical Internet access network that we would install can be expected to incorporate the following components:

1. An external, commercial-grade, leased line, high-speed, broadband Internet connection to our on-premises Internet access network. We anticipate that the high-speed Internet connection will be leased from an established telecommunications service provider by either us or by the hotel property owner.

2. Hardware including specialized computer servers (to handle "concurrent" multiple user Internet access and system administration functions, including user authentication and billing), security firewalls, high-speed routers and switches, cabling, and high-speed wireless (Wi-Fi) and wireline access points. Users in the hotel will "physically" connect to our Internet access network by accessing the wireless and wireline access points we will install throughout a hotel property. The Wi-Fi access points will utilize OEM commercial-grade Wi-Fi access points designed for commercial (as opposed to residential consumer, end-user installed) applications. The wireline access points could make use of commercially-available "piggy-back" technologies such as power line equipment which would permit a wireline (cable) PC connection to our network through the existing 120 volt electrical outlet circuits installed in a building or, where required, standard, dedicated-wireline (cable) Ethernet connections.

3. Software to support network activities including user authentication and billing, "concurrent" (multiple) user access through our Internet access network and onto the Internet, system administration, security and software firewalls. Each user's access onto our network will be authenticated to ensure they are a valid, paid user. After authentication, users will be automatically directed to the "home page" of a web-portal we will control for the hotel property. Our network design will integrate the necessary hardware and software components to ensure that the authentication and network "log-on" process will be very fast. Thereafter users are free to proceed about their business on the Internet.

Each Internet access network will be managed by our network operations center. The network operations center will monitor and manage the "traffic" between the Internet access network we have installed in the hotel and the Internet to ensure system security and user authentication. The network operations center will allow hotel guests to access the Internet and will ensure that payment for Internet usage is completed. We plan to use a proven, off-the-shelf, state-of-the-art software package developed by Nomadix, Inc. ("Nomadix") for system monitoring and control purposes. Nomadix is a leading developer of Internet public-access gateways and embedded software solutions that provide transparent and secure high-speed Internet access. The Nomadix software includes a real time, data-base driven, customer billing system. The Nomadix software can also be expanded on a module-basis to include on-line credit card payment processing and can be programmed to

interface with many of the property management systems used by hotel properties. We have no relationship with Nomadix.

The network operations center equipment will be physically located at either the hotel premises or at an off-site location. Initially, we plan to incorporate the network operations center equipment as part of our initial hotel network installation in order to minimize our up-front expenses. As the number of installations we complete increases, we will move the network operations center to premises at a centrally controlled and operated facility hosted at an off-site hosting services provider. In either case, our staff will be able to monitor and service the network operations remotely by connecting through the Internet to the equipment comprising the network operations center wherever it is hosted.

We have designed our Internet access network solutions to include the following features, which we believe are necessary to provide efficient and reliable Internet access service:

1. Our Internet access networks will be designed to be scalable in order that each network is expandable in order to service new business demands.

2. We will provide user and network security by providing dedicated firewall hardware and software. In the instance of Internet-based billing transactions, we plan to rely upon industry standard 128 bit encryption technology.

3. We will use commercially available software for our software development tools and office software tools in order to minimize the amount of customized programming, that we will be required to complete to implement our Internet access solutions. Such programming would typically be related to the functioning of applications programming interfaces which support OEM hardware and software interoperability.

We will provide hotel properties with a variety of different means to enable hotel guests to pay for their Internet usage. Hotel guests may pre-pay for Internet usage by a charge to their room or their credit card in advance or may charge their usage to their credit-card on a real-time, pay-as-you-go basis. Prepaid sales may also be completed through the sale of pre-paid access cards by the hotel to their guests. These pre-paid cards would be sold by us to the hotel and would entitle the hotel guest to a specified period of access which would typically be one day. The exact method for each Internet access network will be the subject of negotiation between us and the hotel property owner. After a guest has arranged for payment of their Internet usage, a user identification number and a password will be issued to the guest. Thereafter, each guest will be subject to full user identification and password protection and fully encrypted security. The privacy of each user will be respected and nothing related to a specific user will be made available to any third parties without express authorization.

We will strive to provide a high quality user experience and ongoing user support. We plan to employ a prioritized response system that will be available to our customers 24 hours a day, 7 days a week. Our objective will be to develop user support and technical operations systems and procedures that will function through an escalating, user-initiated response system, including resources ranging from online response capabilities, hotel customer service staff where appropriate, and a manned user support system. Where necessary, user problems or issues will be quickly referred through front-line support personnel and onto more senior technical support staff. We anticipate that the level of user support and technical operations systems support that we are able to provide will increase as the number of Internet access networks that we have installed increases.

OUR INITIAL BUSINESS OPERATIONS

Our initial business operations will include the targeting and completion of our initial installations of Internet access networks on a project-by-project basis.

We attempted to secure our first contract for the installation of an Internet access network in June 2003. We entered negotiated an installation contract with a hotel property in Vancouver, British Columbia. However, the hotel property did not give final approval to the contract and we were unsuccessful in our attempt to enter into this contract. We have continued with our efforts to secure Internet access network installation contracts since this first unsuccessful attempt.

In February 2004, we entered into a contract to provide high-speed Internet access to the Empire Landmark Hotel located in Vancouver, British Columbia. This is our first Internet access network installation contract. We are attempting to secure additional contracts for additional installations at hotels within the Vancouver area. Our business strategy is to use the success of our initial installations in order to establish ourselves in the market place and to use the revenues from our initial installations in order to expand our business and complete additional installations.

We plan to design, purchase, install and commission each Internet access network that we will then own. For each project, we will provide initial training for hotel property staff and ongoing servicing and technical support. Depending upon the hotel property, we expect that sales revenues will be earned by us based upon a fixed percentage split of user charges, a fixed monthly amount, or a combination of both. The revenue sharing structure for each hotel property will be the subject of negotiations between us and the hotel property owner and will vary from project to project. The revenue sharing structure will be formalized in a long-term agreement entered into between us and the hotel property owner.

Under the terms of our initial contract for the Empire Landmark Hotel, we have agreed to purchase and install at our cost the network and Internet access hardware and software necessary to provide high speed Internet access to guest rooms and to other selected areas in the hotel, including the lobby and meeting/convention rooms. We will earn revenues through a revenue sharing agreement with the hotel whereby revenues generated by usage of the Internet access system will be shared between us and the hotel property. We will be entitled to 85% of all revenues, being all payments received for use of the system, less any refunds, and the hotel owner will be entitled to 15% of all revenues. This revenue sharing agreement has been structured in a manner to make it attractive to the hotel owner who will not have any upfront capital outlay to provide high-speed Internet access services to their guests, or any ongoing technical operations and servicing costs, thus minimizing their financial and operations risks in providing a desirable but very specialized service for their guests.

We anticipate it will take approximately two months to complete the installation of the Internet access network for the Empire Landmark Hotel property and to complete commissioning and testing. We anticipate commencing the installation in March 2004. Our contract requires that we complete and fully commission this installation by March 31, 2004. Once installed, we will test the installation for a one month period prior to full implementation. We will also be obligated to provide periodic training of hotel staff in order to support and facilitate operation of the Internet access network. The initial term of the contract will be for a five year term from the date of full implementation. In the event that we terminate the Internet services agreement before March, 2007, the hotel will be entitled to keep all of the equipment and associated assets installed in the premises at no additional cost.

Revenues for the purposes of the contract mean all payments received by either the hotel property owner or Nex Connectivity Solutions for the use of the installed network. The amount of revenues achieved will be dependent upon the usage of the network by hotel guests. User access and billing for Internet usage will be administered through a prepaid access card system using cards that we will provide and the hotel will sell to its guests. Factors that will affect usage include the percentage of business travelers at the hotel and the acceptance of the prepaid access card system by hotel guests.

We will keep our staffing requirements at a minimum while we target and complete our initial Internet access networks. Nex Connectivity Solutions hired two key staff members to enable us to complete initial projects. These individuals are Mr. Dennis Tan, chief technology manager, and Mr. Wong, user support manager. Each of Mr. Tan and Mr. Wong have been provided by 5G, our joint venture partner, at the expense of Nex Connectivity Solutions. We believe that Mr. Dennis Tan and Mr. Wong will be able to complete the management and supervision of our initial Internet access network installations without our being required to hire additional staff or contract personnel. Mr. Dennis Tan and Mr. Wong will supervise the sub-trades that we will be required to hire in order to complete each installation.

OUR PLANNED BUSINESS OPERATIONS

We plan to expand our business operations once we complete our initial installations of Internet access networks. The timing and the extent to which we are able to expand our operations will depend upon the success of our initial installations and the amount of revenues that we are able to generate. Our strategy is to keep our up-front costs as low as possible, while expanding operations when we are able to achieve efficiencies of scale from expanded operations.

Components of our planned business operations include the following:

1. We plan to lease premises in order to provide us with the facilities that we require in order to implement our business plan. These leased facilities are planned to include the housing of our corporate, administrative, marketing, sales, user support and technical operations. We anticipate that we will initial require approximately 300 square feet of office premises. We anticipate that we will be able to lease packaged office premises in the Vancouver area for approximately $500 per month.

2. We plan to lease space and Internet related services from an equipment-hosting operator. We anticipate that we will require these services in order to house our NOC equipment. The services to be provided by the equipment-hosting operator would include access to dedicated DNS servers, several varieties of web servers, dedicated e-mail services and specialized managed application servers. We anticipate based on our market research that we will be able to secure these hosting services in the Vancouver area for approximately $500 per month. We will outsource these hosting activities to a third-party professional computer equipment hosting organization in order to minimize our investment in expensive equipment and facilities, including high-speed telecommunication lines, controlled-environment computer room and online and physical security.

3. We anticipate that we will hire up to four additional employees over the course of the next year, depending on the timing and success of our initial projects. Planned staffing requirements include one employee to supervise corporate and administrative matters, one employee to coordinate and implement marketing and sales efforts and four technical operations and user support employees to complete and operate future Internet access networks. We anticipate that employees will initially be hired on a contract or project basis, and then converted to employment status once our business matures.

4. We plan to expand the functionality of the management information systems that will be employed in our network operations centers in order to increase the sophistication of the billing options that we are able to offer to hotel properties.

5. We plan to investigate the sale and placement of banner advertisements on hotel property web portals. These advertisements would be managed through software that would track rotation and expiry, clicks and impressions. It is planned that general portal site content and services will be similarly software managed for usage and, as appropriate, content expiration and archiving onto searchable databases. We believe that sales of advertisements on hotel property web portals may be an additional source of revenues for us in the future if the volume of customer usage of our specialized Internet access networks is sufficient to justify such paid advertising placements.

OUR MARKETING STRATEGY

The initial principal component of our marketing strategy will be to use the completion of our initial hotel property network installation as a basis to secure additional Internet access network installation and operation contracts. We believe that hotel property owners will have a reluctance to enter into network installation and operation contracts with start-up companies that have not completed any network installations. Accordingly, we plan to use our initial hotel network installation to provide us with credibility that we can then leverage to negotiate network installation contracts with other hotel property owners in the Vancouver, British Columbia area.

We initially plan to conduct our marketing efforts using direct sales activities involving our directors and officers. We believe that we will need to establish direct contact between our directors and officers and hotel property owners as part of the initial marketing of our services and securing our initial network installation contracts. We plan to target hotel properties that are typically situated in the downtown areas of major cities and near airports. The targeted hotel properties will be typically financially stable, well established, and have high room utilization rates. Our objective will be able to secure installation contracts with hotel properties that will provide significant ongoing Internet usage by hotel guests and generate revenues from hotel guests utilizing our Internet access networks.

We plan to undertake a direct marketing campaign targeting our planned hotel niche and focus primarily on serving the Internet access needs of business travelers. Initial marketing efforts will be to target attractive hotel properties in the Vancouver, British Columbia area. Once established, we plan on pursuing further sales growth in other targeted market niches in the Vancouver area and then elsewhere geographically, starting in southwestern British Columbia and then moving onto other major centers across Canada and in the United States.

We believe that the performance of our specialized Internet access networks will be a key to our marketing efforts. Accordingly, we plan to invest significant funds in network software and hardware and we plan to keep current with the latest technology developments in the Internet access field. We plan to generate a strong demand for our Internet access networks by developing, expanding and optimizing our specialized Internet access network product and service offerings in order to better serve the needs of the business traveler. In this regard, we plan to:

(a) Continually monitor, upgrade and modify our specialized Internet access networks in order to make each customer site visit experience as efficient, productive and enjoyable as possible.

(b) Invest effectively in hardware, software and leased high-speed telecommunication lines in order to match available capacity to actual Internet usage patterns.

(c) Deploy new and sophisticated software management and monitoring tools and technologies.

(d) Contact our customers and hotel guests on a regular basis in order to obtain feedback regarding our Internet access services and to provide guidance our business strategies.

TECHNOLOGY SOLUTIONS DEVELOPMENT

We do not plan to develop the individual components that will be incorporated into our technology solutions. Rather, we intend to use existing commercially available technology solutions in order to design, install and operate Internet access networks. Our business success will depend in part upon our ability to incorporate the latest technology developments into our Internet access networks in order to minimize installation costs and to provide the greatest range of services to our customers. Accordingly, we will require that our technical staff be responsible for tracking industry developments affecting software, hardware and telecommunications that could impact on our ability to develop improvements to our Internet access networks. Our objective will be to ensure that we are continuously improving our Internet access services in order to meet changing user needs and to ensure the ongoing growth and satisfaction of our user base.

OUR INTELLECTUAL PROPERTY

The Internet access solutions that we will provide to our customers will primarily be comprised of commercially available hardware and software solutions. We anticipate that we will not be required to develop any of the

individual hardware and software components that we will incorporate into our technology solutions. We believe that our competitive advantage will be based on our knowledge of existing Internet access network technology and our ability to design, install and operate Internet access technology solutions in a cost-effective and profitable manner. We will take measures to ensure that our know-how and trade secrets are protected through the execution of confidentiality agreements with third parties and through the execution of confidentiality and non-circumvention agreements with employees and consultants that we retain to carry out our business strategy. However, we anticipate that we will not rely on patent and copyright law for protection of any of our trade secrets or know-how. Accordingly, there is no assurance that competitors will not independently develop similar knowhow or otherwise obtain to our know-how, trade secrets, concepts, ideas and documentation. Furthermore, there is no assurance that confidentiality and non-competition agreements with our employees and consultants will adequately protect our trade secrets and know-how.

We will rely on commercially available software programs in order to implement and operate our Internet access networks. These third party software products will be critical to our business. Accordingly, we plan to retain and renew such software licenses and authorizations as are necessary for us to establish and continue our operations. As a licensee, we will have no assurances as to the future availability of any of the software that we require or the price at which the software owners charge us for the licenses that we require. Increases in software licensing fees may increase our cost of doing business. In addition, the inability or unwillingness of a software owner to license software that we require to us would force us to seek alternate software vendors and may result in increased costs and decreased functionality.

COMPETITION

We will face competition from companies that provide the following Internet access services to hotel properties:

1. We will face competition from established telecommunications providers that are able to provide DSL and cable Internet services to hotel properties. While these services are more expensive than the Internet access network services that we plan to offer, they offer proven technology solutions that hotel owners may be more familiar with. Hotel property owners may decide to proceed with these services rather than using our services notwithstanding the increased cost. Competitors in this market in the Vancouver region include the following companies:

    a. Telus Corporation – a major established national Canadian telecom firm providing DSL services, and;

    b. Shaw Cable – a major regional Canadian cable operator providing cable Internet services.

2. We will face competition from other Internet access network providers. As discussed, our technology solutions do not contain any proprietary components. Accordingly, other companies can and will design technology solutions that may enable them to provide Internet access solutions to hotel properties at costs that are less than conventional DSL and cable Internet services.

3. We will face competition from “hot spot” operators who target hotel properties. While we believe that present “hot spot” technologies alone are not suitable for providing Internet access to individual guest rooms in a large hotel property, they may be appropriate for large common areas such as lobbies and meeting/conference rooms. The decision of hotel property owners to permit “hot spot” operators to provide services at their hotels may result in less demand for our Internet access networks. Competitors in this market in the Vancouver area include the following companies:

    a. FatPort, and;

    b. Boingo Wireless.

As a general rule, we expect that all of our competitors will have greater financial resources than we do due to the start-up nature of our business. Accordingly, competitors may be able to develop Internet access solutions that are technically superior to our Internet access networks and may be able to devote greater financial resources to the marketing of their services. Hotel property owners may also elect to proceed with established

competitors rather than to enter into agreements with start-up companies. Due to these factors, there is a significant risk that our business will be materially and adversely impacted by competition.

GOVERNMENT REGULATION

We anticipate that our Internet access network business will not be subject to any direct regulation by any government agencies including, in Canada, the Canada Radio, Telephone and Telecommunications Commission (the "CRTC") and, in the United States, the Federal Communications Commission (the "FCC"). However, we will be required to comply with general government regulations that are applicable to all businesses. We caution that in both Canada and the United States, there are ongoing discussions about the regulation of Internet operations and related economic activities. Topical issues include the following:

1. Whether Internet access providers should continue to be classified as regulated "Information Service Providers"), rather than, in the United States, as "Regulated Telecommunications Providers";

2. Whether Internet access providers should be required to contribute to a "Universal Service Fund", which, in the United States, subsidizes phone services for rural and low-income consumers and supports Internet access for schools and libraries;

3. What regulations, if any, should apply to the evolving use of the Internet for data and telecommunications transmissions.

In addition, the current regulatory situation in Canada and the United States is subject to change, which change could include increased regulation by the CRTC or the FCC. Increased regulation may result in increased costs to us in carrying out our business operations. Increases in costs could have the ultimate effect of reducing the usage of our Internet access networks by our customers or may decrease our expected gross margins and profits.

EMPLOYEES

We currently have three part-time employees and no full-time employees. Our part-time employees include Mr. Joseph Bowes, our sole executive officer, Mr. Dennis Tan, our chief technical manager, and Mr. Hsein Loong Wong, our user support manager. Each of Mr. Dennis Tan and Mr. Wong provide their services to us on a contract basis.

SUBSIDIARIES

Our 51% interest in Nex Connectivity Solutions is owned by Gilder Tech Ventures Inc., a Canadian federal corporation, that is our wholly owned subsidiary.

OUR PRIOR BUSINESS

We were previously engaged in the business of mineral exploration. We entered into an option agreement with Rozemary Webb (the "Optionor") on June 26, 2002, whereby we acquired the option to acquire a 100% undivided interest in certain mining leases that had previously been mined on a small scale which are located in the Discovery Lake area of the Northwest Territories of Canada (the "Mon Property"). Under the terms of the option agreement, we paid to Ms. Webb a total of $10,000 CDN. Under the terms of the option agreement, we were entitled to earn a 100% interest in the Mon Property by completing the following:

1. Paying to the Optionor $100,000 CDN as follows:

   (A) $10,000 upon execution of the option agreement;

   (B) $10,000 on or before December 31, 2003;

   (C) $25,000 on or before December 31, 2004;

   (D) $25,000 on or before December 31, 2005;

(E) $30,000 on or before December 31, 2006; and

2. Incurring exploration expenditures of $700,000 CDN on the Mon Property as follows:

(A) $15,000 on or before December 31, 2003;

(B) an additional $35,000 on or before December 31, 2004;

(C) an additional $150,000 on or before December 31, 2005;

(D) an additional $500,000 on or before December 31, 2006; and

3. Executing a net smelter royalty agreement in favor of the Optionor.

We undertook an initial exploration program in 2002 which consisted of the following activities:

1. Review of existing geological reports on the Mon Property and research into related geology for the region conducted by a professional consulting geologist.

2. Site visit conducted by a professional consulting geologist to:

a. Investigate the validity of the concept of an additional mineralized zone on the property.

b. Locate, re-log and sample existing, on-site previously unsampled drill core that should intersect the proposed mineralized zone.

c. Trace and evaluate the possible north-northwest extension of a previously identified gold bearing structural zone.

d. Undertake a cursory evaluation of the existing tailings facility on the Mon Property and other possible environmental liabilities from prior mining operations.

3. Review and analysis of sample test results conducted by a professional consulting geologist.

We received a geological report on our exploration program. The geological report was prepared by Mr. Rex Pegg, of Pegg Geological Consultants Ltd., a professional consulting geologist, and concluded that the Mon Property did not warrant further exploration based on the results of the work undertaken.

Accordingly, we determined to abandon our Mon Property option in August 2002. The option agreement was terminated by us on August 21, 2002 in accordance with the terms of the option agreement. Once we made this determination, we commenced the process of targeting other mineral properties for exploration and development work. Our investigations in this regard proved unsuccessful and in early 2003 we abandoned the mineral exploration and development business altogether in favor of pursuing other business opportunities.

Research and Development Expenditures

We have not incurred any research or development expenditures since our incorporation.

Patents and Trademarks

We do not own, either legally or beneficially, any patent or trademark.

REPORTS TO SECURITY HOLDERS

At this time, we are not required to provide annual reports to security holders. We plan to file a registration statement with the Securities and Exchange Commission to become a reporting company under the Securities Exchange Act of 1934 concurrent with the effectiveness of this registration statement. We currently have no plans to provide security holders with annual reports or audited financial statements until such time as we become a reporting company under the Securities Exchange Act of 1934. Thereafter, we will file annual reports with the Securities and Exchange Commission which will include audited financial statements. We anticipate that we will deliver our annual reports with our audited financial statements to our security holders in connection

with our annual general meetings. When we are a reporting company under the Securities Exchange Act of 1934, shareholders and the general public may view and download copies of all of our filings with the SEC, including annual reports, quarterly reports, and all other reports required under the Securities Exchange Act of 1934, by visiting the SEC site (http://www.sec.gov) and performing a search of Gilder Enterprises, Inc.'s electronic filings.

PLAN OF OPERATIONS

Our plan of operations for the next twelve months is to complete the following objectives within the time period specified, subject to our obtaining the requisite financing where applicable:

1. We plan to complete the installation of the Internet access network at the Empire Landmark Hotel in Vancouver, British Columbia pursuant to our Internet services agreement with the property owner. Our objective is to complete the installation of this Internet access network and commissioning by April 30, 2004. We anticipate that the cost of this installation will be approximately $15,000 including the network operations center equipment to be located onsite.

2. We plan to attempt to secure additional installation contracts with additional hotel property owners for the installations of our Internet access networks. Our objective is to complete two to three additional new Internet access network installations during the next twelve months. We anticipate that we will incur installation and commissioning costs in the range of $44,000 to $64,000 for these additional network installations and for additional network operations center equipment during this period.

3. We plan to locate a network operations center at the facilities of a computer equipment hosting service provider. We anticipate that we will proceed with the set up of a network operations center after the completion our third or fourth network installation. We anticipate we will spend approximately $6,000 over the next twelve months for computer hosting services to be provided by a third party hosting provider for our network operations center.

4. We anticipate that we will proceed with the lease of approximately 300 square feet of packaged office premises after the completion of our second network installation. We anticipate we will spend approximately $6,000 over the next twelve months in respect of the set up and operation of these leased offices.

5. We anticipate spending approximately $60,000 on ongoing operating and administrative expenses. This amount includes an estimated $6,000 for purchase of office equipment. In our first twelve months of operations, we anticipate that our monthly operating costs will grow to an average of approximately $5,000 per month. These ongoing expenses will include our administrative and technical operations and user support activities.

6. We also anticipate spending approximately $25,000 on legal and accounting professional fees that we will incur in filing a registration statement with the Securities and Exchange Commission under the Securities Act of 1933. We anticipate filing a registration statement under the Securities Exchange Act of 1934. Accordingly, we will incur ongoing reporting obligations under the Securities Exchange Act of 1934 once our registration statement is effective.

We anticipate we will be spending approximately $156,000 to $176,000 over the next twelve months in pursuing our plan of operations. Of these anticipated expenditures, we anticipate $90,000 will be spent on our plan of operations in the next six months. Our cash position was $44,938 as of February 29, 2004 and we had working capital of $31,197 as of February 29, 2004.

We have budgeted for our future capital requirements based upon current estimates of customer and business growth and anticipated revenues and expenses associated with installations of Internet access networks. We cannot be certain that actual revenues will meet our expectations or that expenditures will not be significantly higher than anticipated. In addition, there is no assurance that we will be able to meet our strategic objectives or that we will have access to adequate capital resources on a timely basis, or at all, that will enable us to carry out our plan of operations. If revenues are less than anticipated or if expenses are greater than anticipated, then we will have to adjust our plan of operations to reduce our expenditures. In this case, then we would delay the

hosting of our network operations center by a third party hosting service and our leasing of office space and would concentrate all of our resources on securing and completing installation contracts.

Results Of Operations

We have not earned any revenues to date. Our business plan is to earn revenues from Internet access fees paid by hotel guests for hotels where we have installed Internet access networks. We anticipate that revenues will be shared between ourselves and the hotel property owners based upon negotiated revenue sharing agreements. We anticipate that most revenue sharing agreements will provide for minimum monthly revenue amounts payable to us in order to enable us to recover the cost of the network equipment and software and commissioning costs.

We incurred operating expenses in the amount of $19,331 for the year ended May 31, 2003, excluding the effects of losses from our discontinued operations. For the nine-month period ended February 29, 2004 we incurred further operating expenses of $24,417 in securing our first Internet access network installation contract with the Empire Landmark Hotel and in connection with the preparation of the Form SB-2 registration statement of which this prospectus forms a part. Our operating expenses were comprised of start up expenses in connection with the establishment of our operations. We anticipate that our operating expenses will increase substantially over the next twelve-month period due to the fact that we plan to expand our business operations and we will be completing the filing of a registration statement with the Securities and Exchange Commission during this period.

We believe that our principal operating expenses will be characterized as follows:

(a) We will incur general and administrative expenses that should consist primarily of corporate and administrative payroll costs, professional fees and rent and related office administration costs.

(b) We will incur marketing and sales expenses that should consist primarily of sales and marketing employee payroll costs and travel expenses, sales materials, creative media and productions costs and advertising.

(c) We will incur technical operations and user support expenses. These expenses should consist primarily of payroll costs for our technical operations and user support personnel. These technical operations and user support expenses will be incurred in connection with Internet access network installations and ongoing systems operations and telecommunications costs.

(d) We will also realize depreciation expenses which should consist of non-cash, periodic charges that apply to the cost of site infrastructure, including server, network and telecommunications equipment and software systems, and also furniture, fixtures and office equipment. These assets will be depreciated over their useful lives.

We incurred a loss of $37,773 (including a loss from discontinued operations of $18,355) for the year ended May 31, 2003 and a loss of $24,232 for the nine-month period ended February 29, 2004. Our net losses were attributable entirely to our operating expenses. We anticipate continuing operating losses in the foreseeable future as we carry out our business plan and incur increased operating expenses, as discussed above. The amount and the extent of our operating losses will depend on our success in implementing our business strategy.

Financial Condition and Liquidity

We had cash of $44,938 as of February 29, 2004 and working capital of $31,197 as of February 29, 2004.

As discussed above under Plan of Operations, we anticipate that we will be spending approximately $148,000 over the next twelve-month period pursuing our plan of operations. Of these anticipated expenditures, we anticipate that $80,000 will be spent on our plan of operations in the next six months.

We anticipate that our present cash reserves will be sufficient for us to complete our initial Empire Landmark Hotel network installation contract. However, our present cash reserves and working capital will not be sufficient for us to sustain our business operations over the next twelve months without additional financing or without

substantial revenues from our initial contract. We anticipate that we may require additional financing in order to pursue our business plan if: (a) the costs of implementing our business plan are greater than anticipated; or (b) we are unsuccessful in earning sufficient revenues after commencement of the operations of our initial Internet access network in order to fund our plan of operations.

We have advanced $25,500 to Nex Connectivity as of February 29, 2004 in order to fund its start-up operations and its initial Internet access network installation. 5G Wireless has transferred equipment and software with fair value of $10,000 to Nex Connectivity. There is no assurance that 5G Wireless will advance any additional funds to us.

We anticipate that if we pursue any additional financing, the financing would be an equity financing achieved through the sale of our common stock. We do not have any arrangement in place for any debt or equity financing. If we are successful in completing an equity financing, existing shareholders will experience dilution of their interest in our company. In the event we are not successful in obtaining such financing when necessary, we may not be able to proceed with our business plan.

Off-Balance Sheet Arrangements

We have no significant off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to stockholders.

Discontinued Operations

We were originally incorporated to pursue mineral exploration and development business opportunities. We acquired an option to acquire an interest in the Mon Property in June 2002. We determined in January 2003 to abandon our mineral exploration and development business. Due to this discontinuation of our prior business, our results of operations for the year ended May 31, 2003 from continued operations reflects expenses associated with our current business activities from January 31, 2003 to May 31, 2003.

Description Of Property

We do not lease or own any real property. Our head office is located at the business premises of Angus Consulting Inc., a private company controlled by Mr. Joseph Bowes, our sole executive officer and director, at 3639 Garibaldi Drive, North Vancouver, British Columbia V7H 2W2, Canada. These services are provided pursuant to our management agreement with Angus Consulting Inc. We anticipate that these premises will be sufficient for our initial operations. As discussed under Description of Business, we plan to lease office space once our business operations are expanded beyond our initial start-up phase.

Certain Relationships And Related Transactions

None of the following parties has, since our date of incorporation, had any material interest, direct or indirect, in any transaction with us or in any presently proposed transaction that has or will materially affect us, other than noted in this section:

- Any of our directors or executive officers;
- Any person proposed as a nominee for election as a director;
- Any person who beneficially owns, directly or indirectly, shares carrying more than 10% of the voting rights attached to our outstanding shares of common stock;
- Any of our promoters;
- Any member of the immediate family, including spouse, parents, children, siblings, and in-laws, of any of the foregoing persons.

Purchase of Common Stock by Directors

Mr. Joseph G. Bowes, our president, secretary and treasurer and one of our directors, acquired 4,000,000 shares of our common stock in his own name at a price of $0.001 per share on April 25, 2002. Mr. Bowes paid a total purchase price of $4,000 for these shares.

Mr. Jun Nam (Johnny) Lee, one of our directors, purchased 187,500 shares of our common stock in his own name at a price of $0.02 per share on June 18, 2002. Mr. Jun Nam Lee paid a total purchase price of $3,750 for these shares. Mr. Mark Lee, the brother of Jun Nam (Johnny) Lee, one of our directors, purchased 187,500 shares of our common stock in his own name at a price of $0.02 per share on June 18, 2002. Mr. Mark Lee paid a total purchase price of $3,750 for these shares.

Management Services Agreement

We have entered into a management services agreement with Angus Consulting Inc., a company controlled by Mr. Joseph G. Bowes, our president, secretary and treasurer and one of our directors. Under the terms of the management services agreement, we pay Angus Consulting Inc. fees of $900 per month in consideration for management and administrative services to be provided by Angus Consulting Inc. to us. This agreement was entered into on July 1, 2002 and will continue for a two year term expiring on June 30, 2004.

Nex Connectivity Joint Venture

We entered into a joint venture agreement with 5G Wireless on May 25, 2003. The joint venture agreement was entered into with the intent to form corporations to carry out the joint venture business of providing high-speed Internet access to hotel and other targeted properties. The initial joint venture corporation that was incorporated to give effect to the joint venture's business purpose was Nex Connectivity Solutions, a Canadian federal corporation. Nex Connectivity Solutions will carry out the joint venture's business operations in Canada. We entered into a shareholders agreement with 5G Wireless on May 25, 2003 that governs our ownership of Nex Connectivity Solutions. The terms of the joint venture agreement and the shareholders agreements with 5G are described in detail under the heading "Description of Business – Our Joint Venture."

We have agreed pursuant to the joint venture agreement and the shareholders agreement to advance up to $40,000 to Nex Connectivity Solutions as a loan in order to fund its start-up operations and its initial Internet access network installation. In exchange, 5G Wireless has agreed to provide certain network hardware and software valued at $10,000, (ii) the services of Dennis Tan and Hsein Loong Wong as employees to provide technical expertise and support; and (iii) a license of certain billing software developed by 5G wireless for the management of hotel Internet access networks. 5G Wireless and Michael Tan, the principal of 5G Wireless, have each provided a guarantee of repayment, with accompanying security, of our loan to Nex Connectivity Solutions. To February 29, 2004, we had advanced $25,500 to Nex Connectivity Solutions as shareholders loans pursuant to the joint venture agreement and the shareholders agreement.

Dennis Tan

Mr. Dennis Tan, the chief technical manager of Nex Connectivity Solutions, is the brother of the president and a director of 5G Wireless. We anticipate that we will retain Mr. Dennis Tan to provide services in connection with the installation and operation of our initial Internet access networks. We anticipate that Nex Connectivity Solutions will pay Mr. Dennis Tan an hourly or daily fee for his services. In addition, we may grant incentive stock options to Mr. Dennis Tan pursuant to our 2003 Stock Option Plan.

5G Wireless Loan

5G Wireless has transferred equipment and software with fair value of $10,000 to Nex Connectivity. As at February 29, 2004, this amount of $10,000 was recorded as “Loans Payable” on our financial statements. These loans payable are non-interest bearing and repayable only when 5G Wireless ceases to be a shareholder of Nex Connectivity.

Market For Common Equity And Related Stockholder Matters

No Public Market for Common Stock

There is presently no public market for our common stock. We anticipate making an application for trading of our common stock on the Over-The-Counter Bulletin Board upon the effectiveness of the registration statement of which this prospectus forms a part. However, we can provide no assurance that our shares will be traded on the bulletin board or, if traded, that a public market will materialize.

The Securities Exchange Commission has adopted rules that regulate broker-dealer practices in connection with transactions in penny stocks. Penny stocks are generally equity securities with a price of less than $5.00, other than securities registered on certain national securities exchanges or quoted on the Nasdaq system, provided that current price and volume information with respect to transactions in such securities is provided by the exchange or system. The penny stock rules require a broker-dealer, prior to a transaction in a penny stock, to deliver a standardized risk disclosure document prepared by the Commission, that: (a) contains a description of the nature and level of risk in the market for penny stocks in both public offerings and secondary trading; (b) contains a description of the broker's or dealer's duties to the customer and of the rights and remedies available to the customer with respect to a violation to such duties or other requirements of Securities' laws; (c) contains a brief, clear, narrative description of a dealer market, including bid and ask prices for penny stocks and the significance of the spread between the bid and ask price; (d) contains a toll-free telephone number for inquiries on disciplinary actions; (e) defines significant terms in the disclosure document or in the conduct of trading in penny stocks; and (f) contains such other information and is in such form, including language, type, size and format, as the Commission shall require by rule or regulation. The broker-dealer also must provide, prior to effecting any transaction in a penny stock, the customer with: (a) bid and offer quotations for the penny stock; (b) the compensation of the broker-dealer and its salesperson in the transaction; (c) the number of shares to which such bid and ask prices apply, or other comparable information relating to the depth and liquidity of the market for such stock; and (d) a monthly account statements showing the market value of each penny stock held in the customer's account. In addition, the penny stock rules require that prior to a transaction in a penny stock not otherwise exempt from those rules; the broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written acknowledgment of the receipt of a risk disclosure statement, a written agreement to transactions involving penny stocks, and a signed and dated copy of a written suitability statement.

These disclosure requirements may have the effect of reducing the trading activity in the secondary market for our stock if it becomes subject to these penny stock rules. Therefore, if our common stock becomes subject to the penny stock rules, stockholders may have difficulty selling those securities.

Holders of Our Common Stock

As of the date of this registration statement, we had one hundred six (106) registered shareholders.

Rule 144 Shares

A total of 7,750,000 shares of our common stock are available for resale to the public in accordance with the volume and trading limitations of Rule 144 of the Securities Act of 1933.

In general, under Rule 144 as currently in effect, a person who has beneficially owned shares of a company's common stock for at least one year is entitled to sell within any three month period a number of shares that does not exceed the greater of:

1. One percent of the number of shares of the company's common stock then outstanding, which, in our case, will equal approximately 78,550 shares as of the date of this prospectus; or

2. The average weekly trading volume of the company's common stock during the four calendar weeks preceding the filing of a notice on form 144 with respect to the sale.

Sales under Rule 144 are also subject to manner of sale provisions and notice requirements and to the availability of current public information about the company.

Under Rule 144(k), a person who is not one of the company's affiliates at any time during the three months preceding a sale, and who has beneficially owned the shares proposed to be sold for at least two years, is entitled to sell shares without complying with the manner of sale, public information, volume limitation or notice provisions of Rule 144.

As of the date of this prospectus, persons who are our affiliates hold 4,187,500 of the total shares that may be sold pursuant to Rule 144.

Stock Option Grants

To date, we have not granted any stock options.

Registration Rights

We have not granted registration rights to the selling shareholders or to any other persons.

We are paying the expenses of the offering because we seek to: (i) become a reporting company with the Commission under the Securities Exchange Act of 1934; and (ii) enable our common stock to be traded on the Over-The-Counter Bulletin Board. We plan to file a Form 8-A registration statement with the Commission prior to the effectiveness of the Form SB-2 registration statement. The filing of the Form 8-A registration statement will cause us to become a reporting company with the Commission under the 1934 Act concurrently with the effectiveness of the Form SB-2 registration statement. We must be a reporting company under the 1934 Act in order that our common stock is eligible for trading on the Over-The-Counter Bulletin Board. We believe that the registration of the resale of shares on behalf of existing shareholders may facilitate the development of a public market in our common stock if our common stock is approved for trading on the Over-The-Counter Bulletin Board.

We consider that the development of a public market for our common stock will make an investment in our common stock more attractive to future investors. In the near future, in order for us to continue with our plan of operations, we will need to raise additional capital. We believe that obtaining reporting company status under the 1934 Act and trading on the OTCBB should increase our ability to raise these additional funds from investors.

Dividends

There are no restrictions in our articles of incorporation or bylaws that prevent us from declaring dividends. The Nevada Revised Statutes, however, do prohibit us from declaring dividends where, after giving effect to the distribution of the dividend:

1. We would not be able to pay our debts as they become due in the usual course of business; or

2. Our total assets would be less than the sum of our total liabilities plus the amount that would be needed to satisfy the rights of shareholders who have preferential rights superior to those receiving the distribution.

We have not declared any dividends and we do not plan to declare any dividends in the foreseeable future.

EQUITY COMPENSATION PLAN INFORMATION

We have one equity compensation plan under which shares of our common stock have been authorized for issuance to our officers, directors, employees and consultants, namely our 2003 Stock Option Plan. Our 2003 Stock Option Plan has been approved by our shareholders. We do not have any equity compensation plans that have not been approved by our shareholders.

The following summary information is presented for our 2003 Stock Option Plan as of our fiscal year end of May 31, 2003.

	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in column (a))
Plan Category	(a)	(b)	(c)
Equity Compensation Plans Approved By Security Holders	NIL	Not Applicable	400,000 Shares
Equity Compensation Plans Not Approved By Security Holders	Not Applicable	Not Applicable	Not Applicable

Executive Compensation

Summary Compensation Table

The table below summarizes all compensation awarded to, earned by, or paid to our chief executive officer, Mr. Joseph Bowes, for all services rendered in all capacities to us for the fiscal year ended May 31, 2003. We do not have any other executive officers other than Mr. Bowes.

		Annual Compensation				Long Term Compensation			
Name	Title	Year	Salary	Bonus	Other Annual Compensation	Restricted Stock Awarded	Options/* SARs (#)	LTIP payouts ($)	All Other Compensation
Joseph G. Bowes[1]	President, Secretary, Treasurer, CEO, CFO and Director	2003 2002	$0 $0	0 0	0 0	0 0	0 0	0 0	0 0

(1) We paid $9,900 to Angus Consulting Inc., a private company controlled by Mr. Joseph Bowes, our sole executive officer, as fees for management and administrative services rendered in the year ended May 31, 2003. Pursuant to this same agreement, for the nine-month period ended February 29, 2004 a further $8,100 owing to Angus Consulting Inc. has been accrued.

Stock Option Grants

We did not grant any stock options to any of our executive officers since our inception.

Stock Option Grants

We did not grant any stock options to any of our executive officers during the period from our inception to our most recent fiscal year ended May 31, 2003. We have also not granted any stock options to any of our executive officers since May 31, 2003.

Exercises Of Stock Options And Year-End Option Values

No stock options have been exercised by any of our executive officers during the period from our inception to our most recent fiscal year ended May 31, 2003. No stock options have been exercised by any of our executive officers since May 31, 2003.

Management Agreement

We have entered into a management services agreement with Angus Consulting Inc., a company controlled by Mr. Joseph G. Bowes, our president, secretary and treasurer and one of our directors. Under the terms of the management services agreement, we pay Angus Consulting Inc. fees of $900 per month in consideration for management and administrative services to be provided by Angus Consulting Inc. to us. This agreement was entered into on July 1, 2002 and will continue for a two year term expiring on June 30, 2004. The services of Mr. Bowes are provided to us by Angus Consulting pursuant to this management agreement.

COMPENSATION OF DIRECTORS

We do not pay our directors any fees or other compensation for acting as directors. We may grant options to our directors purchase shares of our common stock, however we have not granted any options to date. Our 2003 Stock Option Plan permits the grant of options for the purchase of shares of our common stock to our directors and officers.

Financial Statements

The following financial statements of :

1. Auditors' Report;

2. Unaudited and audited financial statements for the nine-month period ended February 29, 2004 and the year ended May 31, 2003, including:

   a. Consolidated Balance Sheets as at February 29, 2004 (unaudited) and May 31, 2003 (audited);

   b. Consolidated Statements of Operations for:

      (i) the nine months ended February 29, 2004 (unaudited);

      (ii) the nine months ended February 28, 2003 (unaudited);

      (iii) the period ended May 31, 2003 (audited);

      (iv) the period ended May 31, 2002 (audited); and

      (v) the period from April 25, 2002 (inception) to February 29, 2004 (cumulative, unaudited); and

      (vi) the period from April 25, 2002 (inception) to May 31, 2003 (cumulative, audited);

   c. Consolidated Statements of Changes in Stockholders' Equity for:

      (i) the period from April 25, 2002 (inception) to May 31, 2002 (audited);

      (ii) the period from May 31, 2002 to May 31, 2003 (audited); and

      (iii) the nine months from February 29, 2004;

   d. Consolidated Statements of Cash Flows for:

      (i) the nine months ended February 29, 2004 (unaudited);

      (ii) the nine months ended February 28, 2003 (unaudited);

      (iii) the period ended May 31, 2003 (audited);

      (iv) the period ended May 31, 2002 (audited); and

      (v) the period from April 25, 2002 (inception) to February 29, 2004 (cumulative, unaudited); and

      (vi) the period from April 25, 2002 (inception) to May 31, 2003 (cumulative, audited);

   e. Summary of Significant Accounting Policies; and

   f. Notes to Financial Statements.

Changes In And Disagreements With Accountants

We have had no changes in or disagreements with our accountants.

Gilder Enterprises, Inc.

(A Development Stage Company)

Consolidated Financial Statements
February 29, 2004 (unaudited) and May 31, 2003
(Stated in US Dollars)

Gilder Enterprises, Inc.
(A Development Stage Company)

Consolidated Financial Statements
February 29, 2004 (unaudited) and May 31, 2003
(Stated in US Dollars)

Contents

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Chartered Accountants

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Independent Auditors' Report

To the Directors and Stockholders of
Gilder Enterprises, Inc.
(A Development Stage Company)

We have audited the Consolidated Balance Sheets of Gilder Enterprises, Inc. (a development stage company) as at May 31, 2003 and the related Consolidated Statements of Operations, Changes in Stockholders' Equity and Cash Flows for the year ended May 31, 2003, the period from April 25, 2002 (inception) to May 31, 2002 and the cumulative period from April 25, 2002 (inception) to May 31, 2003. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with United States generally accepted auditing standards. Those standards require that we plan and perform an audit to obtain reasonable assurance whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Gilder Enterprises, Inc. as of May 31, 2003 and the results of its operations and its cash flows for the year ended May 31, 2003, the period from April 25, 2002 (inception) to May 31, 2002 and the cumulative period from April 25, 2002 (inception) to May 31, 2003 in accordance with United States generally accepted accounting principles.

The accompanying financial statements have been prepared assuming the Company will continue as a going concern. As discussed in Note 1 to the consolidated financial statements, the Company was recently incorporated, has no established source of revenue and has accumulated operating losses of $40,704 since its inception. These conditions raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are described in Note 1. These consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ BDO Dunwoody LLP

Chartered Accountants

Vancouver, Canada
June 20, 2003

Consolidated Balance Sheets
(Stated in US Dollars)

		February 29 2004 (Unaudited)	May 31 2003
Assets			
Current			
Cash		**$ 44,938**	$ 57,581
Receivables		**1,027**	-
		45,965	57,581
Prepaid equipment deposits (Note 4)		**2,212**	16,724
Computer equipment and software (Note 5)		**16,905**	-
Total Assets		**$ 65,082**	$ 74,305
Liabilities and Stockholders' Equity			
Liabilities			
Current			
Accounts payable and accrued liabilities		**$ 13,268**	$ 8,074
Due to related party (Note 2)		**1,500**	1,500
		14,768	9,574
Loans payable (Note 4(a))		**10,000**	-
		24,768	9,574
Minority interest in Nex Connectivity Solutions Inc.		**-**	185
Stockholders' equity			
Share capital			
Authorized			
100,000,000	shares of preferred stock, par value $0.001 per share		
100,000,000	shares of common stock, par value $0.001 per share		
Issued			
7,855,000	(May 31, 2003 – 7,855,000) shares of common stock	**7,855**	7,855
Additional paid-in capital		**97,395**	97,395
Deficit accumulated in the development stage		**(64,936)**	(40,704)
		40,314	64,546
Total Liabilities and Stockholders' Equity		**$ 65,082**	$ 74,305

The accompanying summary of significant accounting policies and notes are an integral part of these consolidated financial statements.

Consolidated Statements of Operations
(Stated in US Dollars)

	Nine months ended		Period ended		April 25 2002 (inception) to May 31 2003	April 25 2002 (inception) to February 29 2004
	February 29 2004	February 28 2003	May 31 2003	2002		
	(Unaudited)		(12 months)	(5 weeks)	(Cumulative)	(Cumulative) (Unaudited)
Operating Expenses						
Professional fees	**$ 15,032**	$ 741	$ 8,916	$ -	$ 8,916	$ 23,948
Office and administrative services	**9,385**	7,239	10,415	-	10,415	19,800
Total operating expenses	**(24,417)**	(7,980)	(19,331)	-	(19,331)	(43,748)
Other income						
Interest	-	29	61	-	61	61
	(24,417)	(7,951)	(19,270)	-	(19,270)	(43,687)
Minority interest	**185**	-	(148)	-	(148)	37
Loss from continued operations	**(24,232)**	(7,951)	(19,418)	-	(19,418)	(43,650)
Loss from discontinued operations						
(Note 6)	-	(18,355)	(18,355)	(2,931)	(21,286)	(21,286)
Net loss for the period	**$ (24,232)**	$ (26,306)	$ (37,773)	$ (2,931)	$ (40,704)	$ (64,936)
Basic and diluted loss per share						
- continued operations	$ **(0.003)**	$ (0.001)	$ (0.003)	$ -	$ (0.003)	$ (0.006)
- discontinued operations	-	(0.002)	(0.002)	(0.001)	(0.003)	(0.003)
Net loss per share	$ **(0.003)**	$ (0.003)	$ (0.005)	$ (0.001)	$ (0.006)	$ (0.009)
Weighted average outstanding shares	**7,855,000**	7,571,429	7,607,500	4,000,000	7,267,169	7,518,889

The accompanying summary of significant accounting policies and notes are an integral part of these consolidated financial statements.

Consolidated Statement of Changes in Stockholders' Equity
(Stated in US Dollars)

	Common Stock Shares	Common Stock Amount	Additional Paid-in Capital	Deficit Accumulated in the Development Stage	Total Stockholders' Equity
Issued on April 25, 2002 (inception) at $0.001 per share	4,000,000	4,000	-	-	4,000
Net loss for the period	-	-	-	(2,931)	(2,931)
Balance, May 31, 2002	4,000,000	4,000	-	(2,931)	1,069
Issued in June 2002 at $0.02 per share	3,750,000	3,750	71,250	-	75,000
Issued in May 2003 at $ 0.25 per share	105,000	105	26,145	-	26,250
Net loss for the year	-	-	-	(37,773)	(37,773)
Balance, May 31, 2003	7,855,000	7,855	97,395	(40,704)	64,546
Net loss for the period	-	-	-	(24,232)	(24,232)
Balance, February 29, 2004 (unaudited)	**7,855,000**	**$ 7,855**	**$ 97,395**	**$ (64,936)**	**$ 40,314**

The accompanying summary of significant accounting policies and notes are an integral part of these consolidated financial statements.

Consolidated Statements of Cash Flows
(Stated in US Dollars)

	Nine months ended		Period ended		April 25 2002 (inception) to May 31 2003	April 25 2002 (inception) to February 29 2004
	February 29 2004	February 28 2003	May 31 2003	2002		
	(Unaudited)		(12 months)	(5 weeks)	(Cumulative)	(Cumulative) (Unaudited)
Cash provided by (used in)						
Operating activities						
Net loss from continued operations	**$ (24,232)**	$ (7,951)	$ (19,418)	$ -	$ (19,418)	$ (43,650)
Adjustments to reconcile loss from continued operations to cash used in operating activities						
Minority interest	**(185)**	-	185	-	185	-
Increase in receivables	**(519)**	-	-	-	-	(519)
Increase in accounts payable payable and accrued liabilities	**5,194**	380	8,074	-	8,074	13,268
Cash used in continued operations	**(19,742)**	(7,571)	(11,159)	-	(11,159)	(30,901)
Cash used in discontinued operations	-	(21,254)	(21,254)	(32)	(21,286)	(21,286)
	(19,742)	(28,825)	(32,413)	(32)	(32,445)	(52,187)
Financing activities						
Shares issued for cash	-	75,000	101,250	4,000	105,250	105,250
Increase in due to related party	-	-	-	1,500	1,500	1,500
	-	75,000	101,250	5,500	106,750	106,750
Investing activity						
Prepaid equipment deposits	**14,004**	-	(16,724)	-	(16,724)	(2,720)
Purchase of computer equipment and software	**(6,905)**	-	-	-	-	(6,905)
	7,099	-	(16,724)		(16,724)	(9,625)
Net increase (decrease) in cash	**(12,643)**	46,175	52,113	5,468	57,581	44,938
Cash, beginning of period	**57,581**	5,468	5,468	-	-	-
Cash, end of period	**$ 44,938**	$ 51,643	$ 57,581	$ 5,468	$ 57,581	$ 44,938
Supplemental information						
Interest and taxes paid	$ -	$ -	$ -	$ -	$ -	$ -
The following transactions which did not result in cash flows have been excluded from financing and investing activities						
Transfer of assets for debt (Note 4(a))	**$ 10,000**	$ -	$ -	$ -	$ -	$ 10,000
Prepaid equipment deposits to be refunded (Note 4(c))	**$ 508**	$ -	$ -	$ -	$ -	$ 508

The accompanying summary of significant accounting policies and notes are an integral part of these consolidated financial statements.

Summary of Significant Accounting Policies
(Stated in US Dollars)

Information related to the nine months ended February 28, 2003 and subsequent to May 31, 2003 is unaudited

Basis of Presentation

These financial statements are stated in US dollars and are prepared in accordance with US generally accepted accounting principles. The Company is currently in the development stage and presents its financial statements in accordance with Statement of Financial Accounting Standard ("SFAS") No. 7, "Accounting and Reporting by Development Stage Enterprises".

Included in the financial statements are the accounts of the Company and its subsidiaries Gilder Tech Ventures Inc. (incorporated on March 26, 2003, wholly-owned) and Nex Connectivity Solutions Inc. (incorporated on March 25, 2003, 51% owned (Note 4)).

All significant intercompany transactions and balances have been eliminatedon consolidation.

Unaudited Interim Information

In the opinion of the Company's management, the balance sheet as of February 29, 2004 and the statements of operations, changes in stockholders' equity and cash flows for the nine-month periods ended February 29, 2004 and February 28, 2003 contain all adjustments (consisting of only normal recurring adjustments) necessary to present fairly the information set forth therein. The results of operations for the nine-month periods ended February 29, 2004 and February 28, 2003 are not necessarily indicative of the results for any other periods.

Use of Estimates

The preparation of financial statements in accordance with generally accepted accounting principles requires management to make 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 revenues and expenses during the reporting period. Actual results could differ from management's best estimates as additional information becomes available in the future.

Income Taxes

The Company follows the provisions of SFAS No. 109, "Accounting for Income Taxes", which requires the Company to recognize deferred tax liabilities and assets for the expected future tax consequences of events that have been recognized in the Company's financial statements or tax returns using the liability method. Under this method, deferred tax liabilities and assets are determined based on the temporary differences between the financial statement carrying amounts and tax bases of assets and liabilities using enacted rates in effect in the years in which the differences are expected to reverse.

Financial Instruments

The Company's financial instruments consist of cash, receivables, accounts payable and accrued liabilities, amounts due to related party and loans payable. Unless otherwise noted, it is management's opinion that the Company is not exposed to significant interest, currency or credit risks arising from these financial instruments. The fair value of these financial instruments, except for loans payable, approximate their carrying values due to the short-term or demand nature of the instruments. The fair value of the loans payable in connection with the transfer of assets approximates the transfer price.

Summary of Significant Accounting Policies
(Stated in US Dollars)

Information related to the nine months ended February 28, 2003 and subsequent to May 31, 2003 is unaudited

Loss Per Share

Loss per share is computed in accordance with SFAS No. 128, “Earnings Per Share”. Basic loss per share is calculated by dividing the net loss available to common stockholders by the weighted average number of common shares outstanding for the period. Diluted loss per share equals basic loss per share for the periods presented in these financial statements because there are no common stock equivalents.

Computer equipment and software

Computer equipment and software are recorded at cost. Expenditures for repairs and maintenance are charged to expense as incurred. Depreciation is computed using the declining-balance method over the estimated useful lives of the assets as follows:

Computer equipment	–	30%
Software	–	50%

As the Company has only recently entered into a contract to provide high-speed Internet access services to an established hotel property and its guests in Vancouver, Canada (Note 4), it had no active operations. As a result, no depreciation has been recorded for the nine-month period ended February 29, 2004.

Revenue Recognition

Revenue from Internet access service will be recognized when the service is provided. Proceeds from the sale of prepaid access cards will be deferred and recorded as customer deposits until such time as the service is provided and the revenue earned.

Foreign Currency Translation and Transactions

The Company's functional currency is the United States dollar, however, the functional currency of both of its subsidiaries is the Canadian dollar as substantially all of their operations are in Canada.

Assets and liabilities of subsidiary operations denominated in a foreign currency are translated into US dollars at the exchange rate in effect at the period end. Revenue and expenses are translated at the average rates of exchange prevailing during the periods. The cumulative effects of these translation adjustments will be included in the Accumulated Other Comprehensive Loss account in Stockholders' Equity. Because the Canadian subsidiaries were only recently incorporated, as at February 29,2004 and May 31, 2003, the accumulated other comprehensive loss was $Nil.

Transactions conducted in currencies other than the respective functional currency are recorded using the exchange rate in effect on the transaction date. At the period end, monetary assets and liabilities are translated to the functional currency using the exchange rate in effect at the period end date. Transaction gains and losses are recorded in the Statement of Operations.

Summary of Significant Accounting Policies
(Stated in US Dollars)

Information related to the nine months ended February 28, 2003 and subsequent to May 31, 2003 is unaudited

Comprehensive Income

The Company has adopted SFAS No. 130, "Reporting Comprehensive Income", which establishes standards for reporting and display of comprehensive income, its components and accumulated balances. The Company will be disclosing this information on its Statements of Operations and Changes in Stockholders' Equity. Comprehensive income is comprised of net income (loss) and all changes to stockholders' equity except those resulting from investments by owners and distributions to owners. Comprehensive loss equals the reported net loss for the periods presented.

New Accounting Pronouncements

In January 2003, the Financial Accounting Standards Board issued Interpretation No. 46 (“FIN No. 46”), "Consolidation of Variable Interest Entities, an Interpretation of ARB 51." The primary objectives of FIN No. 46 are to provide guidance on the identification of entities for which control is achieved through means other than voting rights (variable interest entities or "VIEs") and how to determine when and which business enterprise should consolidate the VIE. This new model for consolidation applies to an entity for which either: (1) the equity investors do not have a controlling financial interest; or (2) the equity investment at risk is insufficient to finance that entity’s activities without receiving additional subordinated financial support from other parties. In addition, FIN No. 46 requires that both the primary beneficiary and all other enterprises with a significant variable interest in a VIE make additional disclosures. As amended in December 2003, the effective dates of FIN No. 46 for public entities that are small business issuers, as defined ("SBIs"), are as follows: (a) For interests in special-purpose entities: periods ended after December 15, 2003; and (b) For all other VIEs: periods ending after December 15, 2004. The December 2003 amendment of FIN No. 46 also includes transition provisions that govern how an SBI which previously adopted the pronouncement (as it was originally issued) must account for consolidated VIEs.

The implementation of this new standard is not expected to have a material effect on the Company’s financial statements

Summary of Significant Accounting Policies
(Stated in US Dollars)

Information related to the nine months ended February 28, 2003 and subsequent to May 31, 2003 is unaudited

New Accounting Pronouncements - Continued

On May 15, 2003, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standard ("SFAS") No. 150, "Accounting for Certain Financial Instruments with Characteristics of both Liabilities and Equity". SFAS No. 150 changes the accounting for certain financial instruments that, under previous guidance, could be classified as equity or "mezzanine" equity, by now requiring those instruments to be classified as liabilities (or assets in some circumstances) in the statement of financial position. Further, SFAS No. 150 requires disclosure regarding the terms of those instruments and settlement alternatives. SFAS No. 150 affects an entity's classification of the following freestanding instruments: a) Mandatorily redeemable instruments b) Financial instruments to repurchase an entity's own equity instruments c) Financial instruments embodying obligations that the issuer must or could choose to settle by issuing a variable number of its shares or other equity instruments based solely on (i) a fixed monetary amount known at inception or (ii) something other than changes in its own equity instruments d) SFAS No. 150 does not apply to features embedded in a financial instrument that is not a derivative in its entirety. The guidance in SFAS No. 150 is generally effective for all financial instruments entered into or modified after May 31, 2003, and is otherwise effective at the beginning of the first interim period beginning after June 15, 2003.

The implementation of this new standard did not have a material effect on the Company’s financial statements.

Notes to the Consolidated Financial Statements
(Stated in US Dollars)

Information related to the nine months ended February 28, 2003 and subsequent to May 31, 2003 is unaudited

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1. Nature of Business and Ability to Continue Operations

Gilder Enterprises, Inc. was incorporated on April 25, 2002 under the laws of the State of Nevada. The Company was originally established to pursue mineral exploration and development business opportunities. In January 2003, the Company abandoned its mineral exploration activities. In May 2003, the Company entered into an agreement with a Singapore company whereby the Company and the Singapore company would pursue opportunities to provide high speed Internet access to hotel and other targeted properties. Pursuant to the agreement, the Company has become a 51% stockholder in Nex Connectivity Solutions Inc. ("Nex Connectivity", a newly incorporated company) while the Singapore company controls the remaining 49% of shares of the subsidiary (Note 4).

The accompanying financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities and commitments in the normal course of business. The Company has no established source of revenue, and accumulated operating losses from inception to February 29, 2004 and May 31, 2003 of $64,936 and $40,704, respectively. The continuation of the Company is dependent upon achieving a profitable level of operations as well as obtaining further long-term financing. Management plans to raise equity capital to finance the operations and capital requirements of the Company. The Company has committed all of its net working capital to complete the development of the Company's business plan. It plans to undertake the design, installation and operation of Internet access network(s) and necessary marketing efforts to commence the operation of its newly chosen line of business and to secure further long-term financing. While the Company is expending its best efforts to achieve the above plans, there is no assurance that any such activity will generate funds that will be available to sustain operations.

These conditions raise substantial doubt about the Company's ability to continue as a going concern. These financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or amounts and classification of liabilities that might arise from this uncertainty.

2. Due to Related Party

Amounts due to the Company's president are unsecured, non-interest bearing and repayable on demand.

3. Stock Option Plan

In 2003, the Stockholders approved the 2003 Stock Option Plan ("the Plan") for directors, officers, and employees of the Company and its subsidiaries. The maximum number of common shares to be issued under the Plan initially is 400,000 shares of common stock, provided that the number of common shares that may be reserved for exercise of options granted to any person shall not be at any given time more than 3% of the Company's issued shares. Under the Plan, stock options are granted at the discretion of the Board of Directors. Options granted must be exercised no later than ten years (five years in the case of an incentive stock option granted to a holder of 10% of the Company's common stock) after the date of the grant or such lesser periods as any applicable regulations may require, unless otherwise specified. Unless otherwise specified, options granted vest at the rate of not less than 20% per year such that they are fully vested on the date which is no later than five years after the date of grant. The aggregate fair market value of the common stock issued with respect to the exercising of incentive options by a holder shall not exceed $100,000 per calendar year. For incentive options or any options granted to qualified employees, the exercise price shall not be less than the fair market value of the Company's common stock on the grant date. (In the case of options granted to a holder of more than 10% of the Company's common stock, the option price must not be less than 110% of the market value of the common stock on the grant date.)

No options have been granted from inception through February 29, 2004.

4. Commitments

a) Agreement with 5G Wireless Communications Pte Ltd. ("5G Wireless")

On May 25, 2003, the Company entered into an agreement with 5G Wireless, a Singapore incorporated company of which a former director of the Company is the president and a director. The Company entered into the agreement to pursue a business opportunity of providing high-speed Internet access to hotel and other targeted properties. Nex Connectivity, a Canadian company was incorporated to give effect to the business purpose with the Company owning 51% of the shares and 5G Wireless owning the remaining 49%.

4. Commitments - Continued

The Company has agreed pursuant to a shareholders' agreement with 5G Wireless to provide management services and advance up to $40,000 to Nex Connectivity as a loan in order to fund its start-up operations and its initial Internet access network installation. 5G Wireless has agreed to provide (i) certain network hardware and software valued at $10,000 (ii) the technical expertise and support of its employees, and (iii) a license of certain software developed by 5G Wireless for the management of the Internet access networks. 5G Wireless and its President have each provided a guarantee of repayment of the loan advances to be made under the shareholders' agreement. These guarantees are in turn supported by corresponding general security agreements. To February 29, 2004, the Company had advanced $25,500 (May 31, 2003 - $25,500) to Nex Connectivity as a loan pursuant to the shareholders' agreement. Such amount has been eliminated on consolidation. The shareholders' agreement requires that 5G Wireless provide the hardware and software equipment as well as the license of the software to Nex Connectivity in the first quarter of the 2004 fiscal year. Accordingly, as at February 29, 2004, $10,000 was recorded as Loans Payable in connection with the transfer of assets to Nex Connectivity by 5G Wireless. These loans payable are non-interest bearing and are repayable only when 5G Wireless ceases to be a shareholder of Nex Connectivity.

b) Management Services Agreement

The Company has entered into a Management Services Agreement with a company controlled by the Company's President. Under the terms of the Management Services Agreement, the Company has agreed to pay a fee of $900 per month for a two-year term ending June 30, 2004, in consideration for management and administrative services.

During the year ended May 31, 2003, the Company paid $9,900 (2002 - $Nil) in fees under the Management Services Agreement. During the nine months ended February 29, 2004, the Company accrued $8,100 (nine months ended February 28, 2003 - $7,200) in fees under this agreement and $8,100 (May 31, 2003 - $Nil) was outstanding as at February 29, 2004.

c) Prepaid equipment deposits

In February 2004, the Company, through Nex Connectivity, entered into an agreement with a company holding a Vancouver hotel property to provide high speed Internet connectivity for the hotel and its guests. In addition to the computer equipment and software programs on hand as at February 29, 2004, the Company plans to acquire approximately $7,500 of additional equipment, services and promotional materials for this hotel property account. Of this amount, as at February 29, 2004, a total of $2,212 (May 31, 2003 - $16,724) had already been paid to suppliers as a deposit on equipment and services that the Company plans to utilize in the pending installation. In the event that the Company terminates the Internet services agreement before March 1, 2007, the hotel will be entitled to keep all of the equipment and associated assets installed in the premises at no additional cost.

During the nine months ended February 29, 2004, the Company received a refund of all but $508 of the prepaid equipment deposits recorded at May 31, 2003 from the suppliers as the Company was unsuccessful in obtaining final approval of the original service contract with another hotel property. The remaining balance of $508 was included in Receivables at February 29, 2004.

(Stated in US Dollars)

5. Computer equipment and software

	Cost	Accumulated depreciation	February 29 2004
Computer equipment	**$ 11,405**	**$ -**	$ **11,405**
Software	**5,500**	**-**	**5,500**
	$ 16,905	**$ -**	$ **16,905**

The Company owned no computer equipment and software at May 31, 2003.

6. Discontinued Operations

The Company was originally incorporated to pursue mineral exploration and development business opportunities. In June 2002, the Company entered into an option agreement to acquire a mineral property in the Northwest Territories in Canada. In January 2003, the Company terminated the option agreement and discontinued pursuit of its original mineral exploration activities. In May 2003, the Company entered into an agreement to pursue opportunities to provide high speed Internet access to hotel and other targeted properties.

To the date of abandoning its original business activities the Company had earned no revenues. Accordingly, all of the expenses for its discontinued operations, as summarized and under-noted below, are included as a single line item on the Statement of Operations. There were no assets or liabilities pertaining to the mineral exploration business on hand at February 29, 2004 and May 31, 2003.

	Nine months ended			
	February 29	February 28	May 31	
	2004	2003	2003	2002
			(12 months)	(5 weeks)
Exploration				
Property research	$ -	$ 1,715	$ 1,715	$ -
Fieldwork – accommodation	-	2,264	2,264	-
Fieldwork – meals and supplies	-	931	931	-
Fieldwork – geologist	-	4,223	4,223	-
Fieldwork – sample transport and testing	-	1,136	1,136	-
Fieldwork – medivac and medical	-	1,189	1,189	-
	-	11,458	11,458	-
Property costs – option expense	-	6,730	6,730	-
Office, legal and other costs	-	167	167	2,931
Discontinued operations expense	$ -	$ 18,355	$ 18,355	$ 2,931

(Stated in US Dollars)

7. Income Taxes

The tax effects of temporary differences that give rise to the Company's deferred tax assets are as follows:

	February 29 2004	May 31 2003
Net losses carried forward	**$ 22,078**	$ 13,839
Valuation allowance	**(22,078)**	(13,839)
Deferred tax asset (liability)	**$ -**	$ -

The provision for income taxes differ from the amount computed using the federal statutory income tax rate as follows:

	Nine months ended **February 29 2004**	February 28 2003	May 31 2003 (12 months)	May 31 2002 (5 weeks)
Provision (benefit) at the federal statutory rate	**$ (8,239)**	$ (8,944)	$ (12,842)	$ (997)
Increase in valuation allowance	**8,239**	8,944	12,842	997
	$ -	$ -	$ -	$ -

At May 31, 2003, the Company had losses available for income tax purposes of approximately $41,000 (2002 - $3,000) which, if not used, will expire in 2022 and 2023.

The Company evaluates its valuation allowance requirements based on projected future operations. Management has recorded a valuation allowance because it believes it is more likely than not that the future income tax benefits of the current loss will not be realized. When circumstances change and this causes a change in management's judgement about the recoverability of deferred tax assets, the impact of the change on the valuation allowance will be reflected in current income.

Where You Can Find More Information

We have filed a registration statement on Form SB-2 under the Securities Act of 1933 with the Securities and Exchange Commission with respect to the shares of our common stock offered through this prospectus. This prospectus is filed as a part of that registration statement, but does not contain all of the information contained in the registration statement and exhibits. Statements made in the registration statement are summaries of the material terms of the referenced contracts, agreements or documents of the company. We refer you to our registration statement and each exhibit attached to it for a more detailed description of matters involving the company, and the statements we have made in this prospectus are qualified in their entirety by reference to these additional materials. You may inspect the registration statement, exhibits and schedules filed with the Securities and Exchange Commission at the Commission's principal office in Washington, D.C. Copies of all or any part of the registration statement may be obtained from the Public Reference Section of the Securities and Exchange Commission, 450 Fifth Street, N.W., Washington, D.C. 20549. Please call the Commission at 1-800-SEC-0330 for further information on the operation of the public reference rooms. The Securities and Exchange Commission also maintains a web site at http://www.sec.gov that contains reports, proxy statements and information regarding registrants that file electronically with the Commission. Our registration statement and the referenced exhibits can also be found on this site.

PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 24. Indemnification Of Directors And Officers

Our officers and directors are indemnified as provided by the Nevada Revised Statutes and our bylaws.

Under the NRS, director immunity from liability to a company or its shareholders for monetary liabilities applies automatically unless it is specifically limited by a company's articles of incorporation. That is not the case with our articles of incorporation. Excepted from that immunity are:

(1) a willful failure to deal fairly with the company or its shareholders in connection with a matter in which the director has a material conflict of interest;
(2) a violation of criminal law (unless the director had reasonable cause to believe that his or her conduct was lawful or no reasonable cause to believe that his or her conduct was unlawful);
(3) a transaction from which the director derived an improper personal profit; and
(4) willful misconduct.

Our bylaws provide that we will indemnify our directors and officers to the fullest extent not prohibited by Nevada law; provided, however, that we may modify the extent of such indemnification by individual contracts with our directors and officers; and, provided, further, that we shall not be required to indemnify any director or officer in connection with any proceeding (or part thereof) initiated by such person unless:

(1) such indemnification is expressly required to be made by law;
(2) the proceeding was authorized by our Board of Directors;
(3) such indemnification is provided by us, in our sole discretion, pursuant to the powers vested us under Nevada law; or
(4) such indemnification is required to be made pursuant to the bylaws.

Our bylaws provide that we will advance to any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or officer, of the company, or is or was serving at the request of the company as a director or executive officer of another company, partnership, joint venture, trust or other enterprise, prior to the final disposition of the proceeding, promptly following request therefore, all expenses incurred by any director or officer in connection with such proceeding upon receipt of an undertaking by or on behalf of such person to repay said amounts if it should be determined ultimately that such person is not entitled to be indemnified under our bylaws or otherwise.

Our bylaws provide that no advance shall be made by us to an officer of the company, except by reason of the fact that such officer is or was a director of the company in which event this paragraph shall not apply, in any action, suit or proceeding, whether civil, criminal, administrative or investigative, if a determination is reasonably and promptly made: (a) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to the proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, that the facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the company.

Item 25. Other Expenses Of Issuance And Distribution

The estimated costs of this offering are as follows:

Securities and Exchange Commission registration fee	$	116.17
Federal Taxes	$	0.00
State Taxes and Fees	$	0.00
Transfer Agent Fees	$	1,000.00
Accounting fees and expenses	$	5,000.00
Legal fees and expenses	$	17,000.00
Blue Sky fees and expenses	$	2,000.00
Miscellaneous	$	0.00
Total	$	25,116.17

All amounts are estimates, other than the Commission's registration fee.

We are paying all expenses of the offering listed above. No portion of these expenses will be borne by the selling shareholders. The selling shareholders, however, will pay any other expenses incurred in selling their common stock, including any brokerage commissions or costs of sale.

Item 26. Recent Sales Of Unregistered Securities

We issued 4,000,000 shares of common stock on April 25, 2002 to Mr. Joseph G. Bowes. Mr. Bowes is our founding director and is our president, chief executive officer, secretary, treasurer and chief financial officer. Mr. Bowes acquired 4,000,000 shares at a price of $0.001 per share. These shares were issued pursuant to Section 4(2) of the Securities Act of 1933 (the “Act”) and are restricted shares as defined in the Act.

We completed an offering of 3,750,000 shares of our common stock at a price of $0.02 per share to a total of 18 purchasers on June 18, 2002. The total amount we received from this offering was $75,000. We completed the offering pursuant to Regulation S of the Act. Each investor represented to us that the investor was not a US person as defined in Regulation S. We did not engage in a distribution of this offering in the United States and we did not offer any of the shares to any person in the United States. We did not engage in any directed selling efforts, as defined in Regulation S, in the United States. Each investor represented their intention to acquire the securities for investment only and not with a view toward distribution. Appropriate legends were affixed to the stock certificate issued to each purchaser in accordance with Regulation S. Each investor was given adequate access to sufficient information about us to make an informed investment decision. None of the securities were sold through an underwriter and accordingly, there were no underwriting discounts or commissions involved. No registration rights were granted to any of the purchasers.

We completed an offering of 105,000 shares of our common stock at a price of $0.25 per share to a total of 88 purchasers. This offering was completed in two tranches. The first tranche of 75,000 shares was completed to 59 investors on April 30, 2003. The second tranche of 30,000 shares was completed to 29 investors on May 14, 2003. The total amount we received from this offering was $26,250. We completed the offering pursuant to Regulation S of the Act. Each investor represented to us that the investor was not a US person as defined in Regulation S. We did not engage in a distribution of this offering in the United States and we did not offer any of the shares to any person in the United States. We did not engage in any directed selling efforts, as defined in Regulation S, in the United States. Each investor represented their intention to acquire the securities for investment only and not with a view toward distribution. Appropriate legends were affixed to the stock certificate issued to the purchaser in accordance with Regulation S. The investor was given adequate access to sufficient information about us to make an informed investment decision. None of the securities were sold through an underwriter and accordingly, there were no underwriting discounts or commissions involved. No registration rights were granted to the purchaser.

Item 27. Exhibits

Exhibit Number	Description
3.1	Articles of Incorporation[(1)]
3.2	Amended By-Laws[(1)]
4.1	Share Certificate[(1)]
5.1	Opinion of Cane O'Neill Taylor, LLC, with consent to use[(1)]
10.1	Option Agreement between the Company and Rozemary Webb dated June 26, 2002[(1)]
10.2	Management Services Agreement between the Company and Angus Consulting Inc. dated June 30, 2002[(1)]
10.3	Joint Venture Agreement between the Company, Michael Tan and 5G Wireless dated May 25, 2003[(1)]
10.4	Shareholders Agreement between the Company, Nex Connectivity Solutions and 5G Wireless dated May 25, 2003[(1)]
10.5	Amendment No. 1 to Joint Venture Agreement dated July 4, 2003 between the Company, 5G Wireless and Michael Tan[(1)]
10.6	Amendment No. 1 to Shareholders Agreement dated July 4, 2003 between the Company, Nex Connectivity Solutions, Michael Tan and 5G Wireless[(1)]
10.7	Internet Services Agreement dated February 1, 2004 between Nex Connectivity Solutions Inc. and Global Gateway Corp (dba Empire Landmark)[(1)]
23.1	Consent of BDO Dunwoody LLP[(1)]

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(1) Filed as an exhibit to this Form SB-2.

Item 28. Undertakings

The undersigned registrant hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

   (a) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

   (b) To reflect in the prospectus any facts or events arising after the effective date of this registration statement, or most recent post-effective amendment, which, individually or in the aggregate, represent a fundamental change in the information set forth in this registration statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

   (c) To include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in the registration statement.

2. That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3. To remove from registration by means of a post-effective amendment any of the securities being registered hereby which remain unsold at the termination of the offering.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to our directors, officers and controlling persons pursuant to the provisions above, or otherwise, we have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933, and is, therefore, unenforceable.

In the event that a claim for indemnification against such liabilities, other than the payment by us of expenses incurred or paid by one of our directors, officers, or controlling persons in the successful defense of any action, suit or proceeding, is asserted by one of our directors, officers, or controlling persons in connection with the securities being registered, we will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification is against public policy as expressed in the Securities Act of 1933, and we will be governed by the final adjudication of such issue.

SIGNATURES

In accordance with the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form SB-2 and authorized this registration statement to be signed on its behalf by the undersigned, in the City of Vancouver, Province of British Columbia, Canada on March 22, 2004.

GILDER ENTERPRISES, INC.

By: /s/ Joseph G. Bowes
Joseph G. Bowes, President

POWER OF ATTORNEY

ALL MEN BY THESE PRESENT, that each person whose signature appears below constitutes and appoints Joseph G. Bowes, his true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for him and in his name, place and stead, in any and all capacities, to sign any and all pre- or post-effective amendments to this registration statement, and to file the same with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any one of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

In accordance with the requirements of the Securities Act of 1933, this registration statement was signed by the following persons in the capacities and on the dates stated.

SIGNATURE	CAPACITY IN WHICH SIGNED	DATE
/s/ Joseph G. Bowes JOSEPH G. BOWES	President, Chief Executive Officer (Principal Executive Officer) Secretary, Treasurer, Chief Financial Officer (Principal Accounting Officer) (Principal Financial Officer) and Director	March 22, 2004
/s/ Jun Nam Lee JUN NAM LEE	Director	March 22, 2004
/s/ Peter Vosotas PETER VOSOTAS	Director	March 22, 2004

Filing Fee: _____

Receipt #:_____

FILED # C10576-02

APR 25 2002

In the Office of
/s/ Dean Heller
Dean Heller, Secretary of State

ARTICLES OF INCORPORATION

(PURSUANT TO NRS 78)
STATE OF NEVADA

Secretary of State

Article 1. Name

The name of the Corporation is: **GILDER ENTERPRISES, INC.**

Article 2. Registered Agent

The name of the Resident Agent of the Corporation is Cane & Company, LLC. The address of the Resident Agent of the Corporation is 2300 West Sahara Avenue, Suite 500, Box 18

Article 3. Capital Stock

The aggregate number of shares that the Corporation will have authority to issue is Two Hundred Million (200,000,000), of which One Hundred Million (100,000,000) shares will be co

The Preferred Stock may be divided into and issued in series. The Board of Directors of the Corporation is authorized to divide the authorized shares of Preferred Stock into one or m

(a) The rate of dividend, the time of payment of dividends, whether dividends are cumulative, and the date from which any dividends shall accrue;

(b) Whether shares may be redeemed, and, if so, the redemption price and the terms and conditions of redemption;

(c) The amount payable upon shares in the event of voluntary or involuntary liquidation;

(d) Sinking fund or other provisions, if any, for the redemption or purchase of shares;

(e) The terms and conditions on which shares may be converted, if the shares of any series are issued with the privilege of conversion;

(f) Voting powers, if any, provided that if any of the Preferred Stock or series thereof shall have voting rights, such Preferred Stock or series shall vote only on a sha

(g) Subject to the foregoing, such other terms qualifications, privileges, limitations, options, restrictions, and special or relative rights and preferences, if a

The Corporation shall not declare, pay or set apart for payment any dividend or other distribution (unless payable solely in shares of Common Stock or other class of stock junior to th ms of the Preferred Stock, as fixed by the Board of Directors.

In the even of the liquidation of the Corporation, holders of Preferred Stock shall be entitled to receive, before any payment or distribution on the Common Stock or any other class of dation for the purposes of this Article.

Article 4. Board of Directors

(a) ***Number of Directors*** . The number of the directors constituting the entire Board will be not less than one (1) nor more than fifteen (15) as fixed from time to time b

(b) ***Vacancies*** . Any vacancies in the Board of Directors for any reason, and any directorships resulting from any increase in the number of directors, may be filled by

(c) ***First Board of Directors*** . The first Board of Directors will consist of ONE (1) member and his name and address is as follows:

Name of Director: JOSEPH BOWES

Address of Director: 3639 Garibaldi Drive
North Vancouver, BC V7H 2W2

Article 5. Purpose

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under NRS 78.

Article 6. Acquisition of Controlling Interest

The Corporation elects not to be governed by NRS 78.378 to 78.3793, inclusive.

Article 7. Combinations with Interest Stockholders

The Corporation elects not to be governed by NRS 78.411 to 78.444, inclusive.

Article 8. Liability

To the fullest extent permitted by NRS 78, a director or officer of the Corporation will not be personally liable to the Corporation or its stockholders for damages for breach of fiduciary

(a) acts or omissions which involve intentional misconduct, fraud or a knowing violation of law; or

(b) the payment of distributions in violation of NRS 78.300, as amended.

Any amendment or repeal of this Article 7 will not adversely affect any right or protection of a director of the Corporation existing immediately prior to such amendment or repeal.

Article 9. Indemnification

(a) ***Right to Indemnification.*** The Corporation will indemnify to the fullest extent permitted by law any person (the "Indemnitee") made or threatened to be made a pa
r, officer, employee or agent of another entity at the request of the Corporation or any predecessor of the Corporation against judgments, fines, penalties, excise taxes, amounts paid

(b) ***Inurement.*** The right to indemnification will inure whether or not the claim asserted is based on matters that predate the adoption of this Article 8, will continue as t

(c) ***Non-exclusivity of Rights.*** The right to indemnification and to the advancement of expenses conferred by this Article 9 are not exclusive of any other rights that a

(d) ***Other Sources*** . The Corporation's obligation, if any, to indemnify or to advance expenses to any Indemnitee who was or is serving at its request as a director, offi

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(e) ***Advancement of Expenses.*** The Corporation will, from time to time, reimburse or advance to any Indemnitee the funds necessary for payment of expenses, incl
officer to repay any such amount so advanced if it is ultimately determined by a final and unappealable judicial decision that the director or officer is not entitled to be indemnified for

SIGNATURES OF INCORPORATORS

The names and address of each of the incorporator(s) signing the Articles of Incorporation:

Signature of Incorporator: /s/Michael A.Cane

Name of Incorporator: MICHAEL A. CANE

Address of Incorporator: 2300 West Sahara Avenue, Suite 500, Box 18
Las Vegas, NV 89102

This instrument was acknowledged before me on the _____ day of April, 2002 by MICHAEL A. CANE as incorporator of **GILDER ENTERPRISES, INC.**

Signature of Notary Public: _____

Name of Notary Public: _____

CERTIFICATE OF ACCEPTANCE BY APPOINTMENT OF RESIDENT AGENT

CANE & COMPANY, LLC, hereby accepts appointment as Resident Agent for the above named corporation.

Signature of Authorized Signatory for Resident Agent: /s/Michael A.Cane

Name of Authorized Signatory: _____

Date: _____

BYLAWS,
AS AMENDED
OF
GILDER ENTERPRISES, INC.

(A NEVADA CORPORATION)

ARTICLE I

OFFICES

Section 1 . Registered Office . The registered office of **Gilder Enterprises, Inc.** (the “Corporation”) in the State of Nevada shall be in the City of Las Vegas, State of Nevada.

Section 2 . Other Offices. The Corporation shall also have and maintain an office or principal place of business at such place as may be fixed by the Board of Directors, and n

ARTICLE II

CORPORATE SEAL

Section 3 . Corporate Seal. The corporate seal shall consist of a die bearing the name of the Corporation and the inscription, “Corporate Seal-Nevada." Said seal may be use

ARTICLE III

STOCKHOLDERS' MEETINGS

Section 4 . Place of Meetings. Meetings of the stockholders of the Corporation shall be held at such place, either within or without the State of Nevada, as may be designated

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Section 5 . Annual Meeting.

(a) The annual meeting of the stockholders of the Corporation, for the purpose of election of directors and for such other business as may lawfully come before it, sha

(b) At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be: (A) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (B) otherwise properly brought before the meeting by or at the direction of the Board of Directors, or (C) otherwise properly brought before the ! meeting by a stockholder. For business to be properly brought before an annual meeting by a stockholder, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, a stockholder's notice must be delivered to or mailed and received at the principal executive offices of the Corporation not later than the close of business on the sixtieth (60th) day nor earlier than the close of business on the ninetieth (90th) day prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that no annual meeting was held in the previous year or the date of the annual meeting has been changed by more than thirty (30) days from the date contemplated at the time of the previous year's proxy statement, notice by the stockholder to be timely must be so received not earlier than the close of business on the ninetieth (90th) day prior to such annual meeting and not later than the close of busines! s on the later of the sixtieth (60th) day prior to such annual meeting or, in the event public announcement of the date of such annual meeting is first made by the Corporation fewer than seventy (70) days prior to the date of such annual meeting, the close of business on the tenth (10th) day following the day on which public announcement of the date of such meeting is first made by the Corporation. A stockholder's notice to the Secretary shall set forth as to each matter the stockholder proposes to bring before the annual meeting: (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (ii) the name and address, as they appear on the Corporation's books, of the stockholder proposing such business, (iii) the class and number of shares of the Corporation which are beneficially owned by the stockholder, (iv) any material interest of the stockholder in such business and (v) any other information that is required to be provided by the stockholder pur! suant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "1934 Act"), in his capacity as a proponent to a stockholder proposal. Notwithstanding the foregoing, in order to include information with respect to a stockholder proposal in the proxy statement and form of proxy for a stockholder's meeting, stockholders must provide notice as required by the regulations promulgated under the 1934 Act. Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at any annual meeting except in accordance with the procedures set forth in this paragraph (b). The chairman of the annual meeting shall, if the facts warrant, determine and declare at the meeting that business was not properly brought before the meeting and in accordance with the provisions of this paragraph (b), and, if he should so determine, he shall so declare at the meeting that any such business not properly brought before the meeting shall not be transacted.!

(c) Only persons who are confirmed in accordance with the procedures set forth in this paragraph (c) shall be eligible for election as directors. Nominations of persor
aragraph (c). Such nominations, other than those made by or at the direction of the Board of Directors, shall be made pursuant to timely notice in writing to the Secretary of the Corpo
s of proxies for election of directors, or is otherwise required, in e
ach case pursuant to Regulation 14A under the 1934 Act (including without limitation such person's written consent to being named in the proxy statement, if any, as a nominee and t
ermine, he shall so declare at the meeting, and the defective nomination shall be disregarded.

(d) For purposes of this Section 5, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or co

Section 6 . Special Meetings.

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Special
meetings of the stockholders of the Corporation may be called, for any purpose
or purposes, by (i) the Chairman of the Board of Directors, (ii) the Chief Executive
Officer, or (iii) the Board of Directors pursuant to a resolution adopted by
a majority of the total number of authorized directors (whether or not there
exist any vacancies in previously authorized directorships at the time any such
resolution is presented to the Board of Directors for adoption), ! and shall
be held at such place, on such date, and at such time as the Board of Directors,
shall determine.

(b) If a special meeting is called by any person or persons other than the Board of Directors, the request shall be in writing, specifying the general nature of the b
to the Chairman of the Board of Directors, the Chief Executive Officer, or the Secretary of the Corporation. No business may be transacted at such special meeting otherwise than sp
ction of the Board of Directors may be held.

Section 7 . Notice of Meetings. Except as otherwise provided by law or the Articles of Incorporation, written notice of each meeting of stockholders shall be given not less tha
entitled to notice thereof, either before or after such meeting, and will be waived by any stockholder by his attendance thereat in person or by proxy, except when the stockholder att

Section 8 . Quorum. At all meetings of stockholders, except where otherwise provided by statute or by the Articles of Incorporation, or by these Bylaws, the presence, in perso
g or by vote of the holders of a majority of the shares represented thereat, but no other business shall be transacted at such meeting. The stockholders present at a duly called or cor

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is required, except where otherwise provided by the statute or by the Articles of Incorporation or these Bylaws, a majority of the outstanding shares of such class or classes or
series, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to that vote on that matter and, except where otherwise provided by
the statute or by the Articles of Incorporation or these Bylaws, the affirmative vote of the majority (plurality, in the case of the election of directors) of the votes cast, including
abstentions, by the holders of shares of such class or classes or series shall be the act of such class or classes or series.

Section 9 . Adjournment and Notice of Adjourned Meetings. Any meeting of stockholders, whether annual or special, may be adjourned from time to time either by
the chairman of the meeting or by the vote of a majority of the shares casting votes, excluding abstentions. When a meeting is adjourned to another time or place, notice need not
be given of the adjourned meeting if the time! and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may
transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days or if after the adjournment a new record date is
fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 10 . Voting Rights. For the purpose of determining those stockholders entitled to vote at any meeting of the stockholders, except as otherwise provided by law, onl
ed to vote at any meeting of stockholders. Every person entitled to vote shall have the right to do so either in person or by an agent or agents authorized by a proxy granted in accord

Section 11 . Joint Owners of Stock. If shares or other securities having voting power stand of record in the names of two (2) or more persons, whether fiduciaries, membe
ip respecting the same shares, unless the Secretary is given written notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relat

Section 12 . List of Stockholders. The Secretary shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders e

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address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose
germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held,
which place shall be specified in the notice of the meeting, or, if not specified, at the place where the meeting is to be held. The list shall be produced and kept at the time and place
of meeting during the whole time thereof and may be inspected by any stockholder who is present.

Section 13 . Action Without Meeting. No action shall be taken by the stockholders except at an annual or special meeting of stockholders called in accordance with
these Bylaws, or by the written consent of the shareholders in accordance with Chapter 78 of the Nevada Revised Statutes.

Section 14 . Organization.

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At
every meeting of stockholders, the Chairman of the Board of Directors, or, if
a Chairman has not been appointed or is absent, the President, or, if the President
is absent, a chairman of the meeting chosen by a majority in interest of the
stockholders entitled to vote, present in person or by proxy, shall act as chairman.
The Secretary, or, in his absence, an Assistant Secretary directed to do so
by the President, shall act as secretary of the meeting.

(b) The Board of Directors of the Corporation shall be entitled to make such rules or regulations for the conduct of meetings of stockholders as it shall deem necessa
o stockholders of record of the Corporation and their duly authorized and constituted proxies and such other persons as the chairman shall permit, restrictions on entry to the meetin

ARTICLE IV

DIRECTORS

Section 15 . Number and Qualification. The authorized number of directors of the Corporation shall be not less than one (1) nor more than twelve (12) as fixed from time

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to time by resolution of the Board of Directors; provided that no decrease in the number of directors shall shorten the term of any incumbent directors. Directors need not be sto

Section 16 . Powers. The powers of the Corporation shall be exercised, its business conducted and its property controlled by the Board of Directors, except as may be othe

Section 17 . Election and Term of Office of Directors. Members of the Board of Directors shall hold office for the terms specified in the Articles of Incorporation, as it may

Section 18 . Vacancies. Unless otherwise provided in the Articles of Incorporation, any vacancies on the Board of Directors resulting from death, resignation, disqualificatior s determines by resolution that any such vacancies or newly created directorships shall be filled by stockholder vote, be filled only by the affirmative vote of a majority of the directors

Section 19 . Resignation. Any director may resign at any time by delivering his written resignation to the Secretary, such resignation to specify whether it will be effective at ffective at the pleasure of the Board of Directors. When one or more directors shall resign from the Board of Directors, effective at a future date, a majority of the directors then in offic

Section 20 . Removal. Subject to the Articles of Incorporation, any director may be removed by:

(a) the affirmative vote of the holders of a majority of the outstanding shares of the Corporation then entitled to vote, with or without cause; or

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(b) the affirmative and unanimous vote of a majority of the directors of the Corporation, with the exception of the vote of the directors to be removed, with or without c

Section 21 . Meetings.

(a) **Annual Meetings.** The annual meeting of the Board of Directors shall be held immediately after the annual meeting of stockholders and at the place where such ore it.

(b) **Regular Meetings.** Except as hereinafter otherwise provided, regular meetings of the Board of Directors shall be held in the office of the Corporation required to l which has been designated by resolution of the Board of Directors or the written consent of all directors.

(c) **Special Meetings.** Unless otherwise restricted by the Articles of Incorporation, special meetings of the Board of Directors may be held at any time and place with

(d) **Telephone Meetings.** Any member of the Board of Directors, or of any committee thereof, may participate in a meeting by means of conference telephone or sim

(e) **Notice of Meetings.** Notice of the time and place of all special meetings of the Board of Directors shall be orally or in writing, by telephone, facsimile, telegraph o fore the date of the meeting. Notice of any meeting may be waived in writing at any time before or after the meeting and will be waived by any director by attendance thereat, except

(f) **Waiver of Notice.** The transaction of all business at any meeting of the Board of Directors, or any committee thereof, however called or noticed, or wherever he of notice. All such waivers shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 22 . Quorum and Voting.

(a) Unless the Articles of Incorporation requires a greater number and except with respect to indemnification questions arising under Section 43 hereof, for which a q
of Incorporation provided, however, at any meeting whether a quorum be present or otherwise, a majority of the directors present may adjourn from time to time until the time fixed fo

(b) At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by the affirmative vote of a majority of the

Section 23 . Action Without Meeting. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken at any meet
may be, consent thereto in writing, and such writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 24 . Fees and Compensation. Directors shall be entitled to such compensation for their services as may be approved by the Board of Directors, including, if so app
d of Directors and at any meeting of a committee of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any c

Section 25 . Committees.

(a) **Executive Committee.** The Board of Directors may by resolution passed by a majority of the whole Board of Directors appoint an Executive Committee to consis
ty of the Board of Directors in the management of the business and affairs of the Corporation, including without limitation the power or authority to declare a dividend, to authorize the

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rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the Corporation or the conversion into, or the exchange of such shares for, shar

(b) **Other Committees.** The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, from time to time appoint such other committ
escribed by the resolution or resolutions creating such committees, but in no event shall such committee have the powers denied to the Executive Committee in these Bylaws.

(c) **Term.** Each member of a committee of the Board of Directors shall serve a term on the committee coexistent with such member's term on the Board of Directors.
a committee member shall terminate on the date of his death or voluntary resignation from the committee or from the Board of Directors. The Board of Directors may at any time for

(d) **Meetings.** Unless the Board of Directors shall otherwise provide, regular meetings of the Executive Committee or any other committee appointed pursuant to this Section 25 shall be held at such times and places as are determined by the Board of Directors, or by any such committee, and when notice thereof has been given to each member of such committee, no further notice of such! regular meetings need be given thereafter. Special meetings of any such committee may be held at any place which has been determined from time to time by such committee, and may be called by any director who is a member of such committee, upon written notice to the members of such committee of the time and place of such special meeting given in the manner provided for the giving of written notice to members of the Board of Directors of the time and place of special meetings of the Board of Directors. Notice of any special meeting of any committee may be waived in writing at any time before or after the meeting and will be

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waived by any director by attendance thereat, except when the director attends such special meeting for the express purpose of objecting, at the beginning of the meeting, to th

Section 26 . Organization. At every meeting of the directors, the Chairman of the Board of Directors, or, if a Chairman has not been appointed or is absent, the President, o e directors present, shall preside over the meeting. The Secretary, or in his absence, an Assistant Secretary directed to do so by the President, shall act as secretary of the meeting.

ARTICLE V

OFFICERS

Section 27 . Officers Designated. The officers of the Corporation shall include, if and when designated by the Board of Directors, the Chairman of the Board of Directors, th hom shall be elected at the annual organizational meeting of the Board of Direction. The Board of Directors may also appoint one or more Assistant Secretaries, Assistant Treasurers

Section 28 . Tenure and Duties of Officers.

(a) **General.** All officers shall hold office at the pleasure of the Board of Directors and until their successors shall have been duly elected and qualified, unless sooner the Board of Directors.

(b) **Duties of Chairman of the Board of Directors.** The Chairman of the Board of Directors, when present, shall preside at all meetings of the stockholders and the signate from time to time. If there is no President, then the Chairman of the Board of Directors shall also serve as the Chief Executive Officer of

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the Corporation and shall have the powers and duties prescribed in paragraph (c) of this Section 28.

(c) **Duties of President.** The President shall preside at all meetings of the stockholders and at all meetings of the Board of Directors, unless the Chairman of the Bo subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Corporation. The President shall perform other duti

(d) **Duties of Vice Presidents.** The Vice Presidents may assume and perform the duties of the President in the absence or disability of the President or whenever th dent shall designate from time to time.

(e) **Duties of Secretary.** The Secretary shall attend all meetings of the stockholders and of the Board of Directors and shall record all acts and proceedings thereof i ing notice. The Secretary shall perform all other duties given him in these Bylaws and other duties commonly incident to his office and shall also perform such other duties and have

(f) **Duties of Chief Financial Officer.** The Chief Financial Officer shall keep or cause to be kept the books of account of the Corporation in a thorough and proper r oard of Directors, shall have the custody of all funds and securities of the Corporation. The Chief Financial Officer shall perform other duties commonly incident to his office and shall

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Section 29 . **Delegation of Authority.** The Board of Directors may from time to time delegate the powers or duties of any officer to any other officer or agent, notwithstanding any provision hereof.

Section 30 . Resignations. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or to the Secretary. Any such resignation ignation shall become effective at such later time. Unless otherwise specified in such notice, the acceptance of any such resignation shall not be necessary to make it effective. Any

Section 31 . Removal. Any officer may be removed from office at any time, either with or without cause, by the affirmative vote of a majority of the directors in office at the ti
val may have been conferred by the Board of Directors.

ARTICLE VI

EXECUTION OF CORPORATE INSTRUMENTS AND VOTING

OF SECURITIES OWNED BY THE CORPORATION

Section 32 . Execution of Corporate Instrument. The Board of Directors may, in its discretion, determine the method and designate the signatory officer or officers, or othe
me without limitation, or to enter into contracts on behalf of the Corporation, except where otherwise provided by law or these Bylaws, and such execution or signature shall be bindin

Unless otherwise specifically determined by the Board of Directors or otherwise required by law, promissory notes, deeds of trust, mortgages and other evidences of indebtedn

All checks and drafts drawn on banks or other depositaries on funds to the credit of the Corporation or in special accounts of the Corporation shall be signed by such person or

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Unless authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the Corp

Section 33 . Voting of Securities Owned by the Corporation. All stock and other securities of other corporations owned or held by the Corporation for itself, or for other pa
d of Directors, or, in the absence of such authorization, by the Chairman of the Board of Directors, the Chief Executive Officer, the President, or any Vice President.

ARTICLE VII

SHARES OF STOCK

Section 34 . Form and Execution of Certificates. Certificates for the shares of stock of the Corporation shall be in such form as is consistent with the Articles of Incorporat
the Chairman of the Board of Directors, or the President or any Vice President and by the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary, certifying the num
t charge to each stockholder who so requests the powers, designations,
preferences and relative, participating, optional, or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and
s and series shall be identical.

Section 35 . Lost Certificates. A new certificate or certificates shall be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have

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been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. The Corporation may re

Section 36 . Transfers.

(a) Transfers of record of shares of stock of the Corporation shall be made only upon its books by the holders thereof, in person or by attorney duly authorized, and u

(b) The Corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the Corporatio

Section 37 . Fixing Record Dates.

(a) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board rd date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stoc pted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is filed, the record date for determining stockholders for any such purpose sh

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Section 38 . Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive

ARTICLE VIII

THER SECURITIES OF THE CORPORATION

Section 39 . Execution of Other Securities. All bonds, debentures and other corporate securities of the Corporation, other than stock certificates (covered in Section 34), may ief Financial Officer or Treasurer or an Assistant Treasurer; provided, however, that where any such bond, debenture or other corporate security shall be authenticated by the manual hose facsimile signature shall appear thereon or on any such interest
coupon, shall have ceased to be such officer before the bond, debenture or other corporate security so signed or attested shall have been delivered, such bond, debenture or other co

ARTICLE IX

DIVIDENDS

Section 40 . Declaration of Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Articles of Incorporation, if any, may be declared b

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Section 41 . Dividend Reserve. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the B nd the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE X

FISCAL YEAR

Section 42 . Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

ARTICLE XI

INDEMNIFICATION

Section 43 . Indemnification of Directors, Executive Officers, Other Officers, Employees and Other Agents.

(a) **Directors Officers.** The Corporation shall indemnify its directors and officers to the fullest extent not prohibited by the Nevada General Corporation Law; provided any director or officer in connection with any proceeding (or part thereof) initiated by such person unless (i) such indemnification is expressly required to be made by law, (ii) the proce

(b) **Employees and Other Agents.** The Corporation shall have power to indemnify its employees and other agents as set forth in the Nevada General Corporation L

(c) **Expense.** The Corporation shall advance to any person who was or is a party or is threatened to be made a party to any threatened, pending or completed actior irector or executive officer of another corporation, partnership, joint venture, trust or other enterprise, prior to the final disposition of the proceeding, promptly following request therefo

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of such person to repay said mounts if it should be determined ultimately that such person is not entitled to be indemnified under this Bylaw or otherwise.

Notwithstanding the foregoing, unless otherwise determined pursuant to paragraph (e) of this Bylaw, no advance shall be made by the Corporation to an officer of the Corporat aking party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in c

(d) **Enforcement.** Without the necessity of entering into an express contract, all rights to indemnification and advances to directors and officers under this Bylaw shall be deemed to be contractual rights and be effective to the same extent and as if provided for in a contract between the Corporation and the director or officer. Any right to indemnification or advances granted by this Bylaw to a director or officer shall be enforceable by or on behalf of the perso! n holding such right in any court of competent jurisdiction if (i) the claim for indemnification or advances is denied, in whole or in part, or (ii) no disposition of such claim is made within ninety (90) days of request therefor. The claimant in such enforcement action, if successful in whole or in part, shall be entitled to be paid also the expense of prosecuting his claim. In connection with any claim for indemnification, the Corporation shall be entitled to raise as a defense to any such action that the claimant has not met the standard of conduct that make it permissible under the Nevada General Corporation Law for the Corporation to indemnify the claimant for the amount claimed. In connection with any claim by an officer of the Corporation (except in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such officer is or was a director of the Corporation) for advances, the Corporation shall be entitled to! raise a defense as to any such action clear and convincing evidence t hat such person acted in bad faith or in a manner that such person did not believe to be in or not opposed in the best interests of the Corporation, or with respect to any criminal action or proceeding that such person acted without reasonable cause to believe that his conduct was lawful. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in the Nevada General Corporation Law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct. In any suit brought by! a director or officer to enforce a right to indemnification or to an advancement of expenses hereunder, the burden of proving that

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the director or officer is not entitled to be indemnified, or to such advancement of expenses, under this Article XI or otherwise shall be on the Corporation.

(e) **Non-Exclusivity of Rights.** The rights conferred on any person by this Bylaw shall not be exclusive of any other right which such person may have or hereafter acquire ur
into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advances, to the fullest extent not prohibited by the Nevada Gene

(f) **Survival of Rights.** The rights conferred on any person by this Bylaw shall continue as to a person who has ceased to be a director, officer, employee or other agent and s

(g) **Insurance.** To the fullest extent permitted by the Nevada General Corporation Law, the Corporation, upon approval by the Board of Directors, may purchase insurance on

(h) **Amendments.** Any repeal or modification of this Bylaw shall only be prospective and shall not affect the rights under this Bylaw in effect at the time of the alleged occurrer

(i) **Saving Clause.** If this Bylaw or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indem

(j) **Certain Definitions.** For the purposes of this Bylaw, the following definitions shall apply:

(i) The term "proceeding" shall be broadly construed and shall include, without limitation, the investigation, preparation, prosecution, defense, settlement, ar

(ii) The term "expenses" shall be broadly construed and shall include, without limitation, court costs, attorneys' fees, witness fees, fines, amounts paid in settl

(iii) The term the "Corporation" shall include, in addition to the resulting Corporation, any constituent corporation (including any constituent of a constituent) abs

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continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employ

(iv) References to a "director," "executive officer," "officer," "employee," or "agent" of the Corporation shall include, without limitation, situations where such pers

(v) References to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with resp
ts participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an er

ARTICLE XII

NOTICES

Section 44 . Notices.

(a) **Notice to Stockholders.** Whenever, under any provisions of these Bylaws, notice is required to be given to any stockholder, it shall be given in writing, timely an

(b) **Notice to directors.** Any notice required to be given to any director may be given by the method stated in subsection (a), or by facsimile, telex or telegram, excep
t office address of such director.

(c) **Affidavit of Mailing.** An

affidavit of mailing, executed by a duly authorized and competent employee of the Corporation or its transfer agent appointed with respect to the class of stock affected, specifying the name and address or the names and addresses

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of the stockholder or stockholders, or director or directors, to whom any such notice or notices was or were given, and the time and method of giving the same, shall in the abse

(d) **Time Notices Deemed Given.** All notices given by mail, as above provided, shall be deemed to have been given as at the time of mailing, and all notices given b

(e) **Methods of Notice.** It shall not be necessary that the same method of giving notice be employed in respect of all directors, but one permissible method may be e

(f) **Failure to Receive Notice.** The period or limitation of time within which any stockholder may exercise any option or right, or enjoy any privilege or benefit, or be y the failure of such stockholder or such director to receive such notice.

(g) **Notice to Person with Whom Communication Is Unlawful.** Whenever notice is required to be given, under any provision of law or of the Articles of Incorporatio or a license or permit to give such notice to such person. Any action or meeting which shall be taken or held without notice to any such person with whom communication is unlawful

(h) **Notice to Person with Undeliverable Address.** Whenever notice is required to be given, under any provision of law or the Articles of Incorporation or Bylaws of the Corporation, to any stockholder to whom (i) notice of two consecutive annual meetings, and all notices of meetings or of the taking of action by written consent without a meeting to such person during the period bet! ween such two consecutive annual meetings, or (ii) all, and at least two, payments (if sent by first class mail) of dividends or interest on securities during a twelve-month period, have been mailed addressed to such person at his address as shown on the records of the Corporation and have been returned undeliverable, the giving of such notice to such person shall not be required. Any action or meeting which shall be taken or held without notice to such person shall have the same force and effect as if such notice had been duly given. If any such person shall deliver to the Corporation a written notice setting forth his then current address, the requirement that notice be given to such person shall be reinstated. In the event that the action taken by the Corporation is

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such as to require the filing of a certificate under any provision of the Nevada General Corporation Law, the certificate need not state that notice was not given to persons to wh

ARTICLE XIII

AMENDMENTS

Section 45 . Amendments.

The Board of Directors shall have the power to adopt, amend, or repeal Bylaws as set forth in the Articles of Incorporation.

ARTICLE XIV

LOANS TO OFFICERS

Section 46 . Loans to Officers. The Corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the Corporation or of y be unsecured, or secured in such manner as the Board of Directors shall approve, including, without limitation, a pledge of shares of stock of the Corporation. Nothing in these Byla

Declared as the By-Laws, as amended, of Gilder Enterprises, Inc. as of the 21st day of April, 2003.

/s/ **JOSEPH BOWES**

Signature of Officer: /s/ **JOSEPH BOWES**

Name of Officer: **JOSEPH BOWES**

Position of Officer: **PRESIDENT**

GILDER ENTERPRISES, INC.

NUMBER
[ ]

INCORPORATED UNDER THE LAWS OF THE STATE OF NEVADA
100,000,000 SHARES COMMON STOCK AUTHORIZED, PAR VALUE $0.001 PER SHARE

SHARES
[ ]

This certifies that **[NAME OF SHAREHOLDER]**

CUSIP _____
SEE REVERSE FOR
CERTAIN DEFINITIONS

Is the owner of [NUMBER OF SHARES]

FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF

GILDER ENTERPRISES, INC.

transferable on the books of the corporation in person or by duly authorized attorney upon surrender of this certificate properly endorsed. This certificate and the shares represented hereby are subject to the laws of the State of Nevada, and to the Articles of Incorporation and Bylaws of the Corporation, as now or hereafter amended. This certificate is not valid unless countersigned by the Transfer Agent.
WITNESS the facsimile seal of the Corporation and the signature of its duly authorized officers.

DATED [DATE]

PRESIDENT CORPORATE SEAL SECRETARY

O’Neill & Taylor PLLC

435 Martin Street, Suite 1010
Blaine, WA 98230

Stephen F.X. O’Neill* Michael H. Taylor**

Telephone: (360) 332-3300
Facsimile: (360) 332-2291
E-mail: mht@stockslaw.com

March 22, 2004

GILDER ENTERPRISES, INC.
3639 Garibaldi Drive
North Vancouver
British Columbia, Canada
V7H 2W2

Attention: Joseph Bowes, President

Dear Sirs:

RE: GILDER ENTERPRISES, INC. (the "Company")
- Registration Statement on Form SB-2

We have acted as counsel for Gilder Enterprises, Inc. a Nevada corporation (the "Company"), in connection with the preparation of the Registration Statement on Form SB-2 (the "Registration Statement") to be filed with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Act"), relating to the offering of 3,667,500 shares of the Company's common stock.

In rendering the opinion set forth below, we have reviewed: (a) the Registration Statement dated March 22, 2004 and the exhibits attached thereto; (b) the Company's Articles of Incorporation; (c) the Company's Bylaws; (d) certain records of the Company's corporate proceedings as reflected in its minute books; and (e) such statutes, records and other documents as we have deemed relevant. In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and conformity with the originals of all documents submitted to us as copies thereof. In addition, we have made such other examinations of law and fact, as we have deemed relevant in order to form a basis for the opinion hereinafter expressed. This opinion is based upon and is limited to the laws of the State of Nevada.

Based upon the foregoing, we are of the opinion that the shares of the Company’s common stock to be sold by the selling shareholders are validly issued, fully paid and non-assessable shares of the Company’s common stock.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement.

Very truly yours,

O'NEILL & TAYLOR PLLC

"Michael H. Taylor"

MICHAEL H. TAYLOR, ESQ.

MHT/dml

OPTION AGREEMENT

THIS AGREEMENT made as of the 26th day of June, 2002

BETWEEN:

ROZEMARY WEBB , an individual residing at
6120 - 185A Street, Surrey, British Columbia
Canada V3S 7P9

(the " **Optionor** ")

OF THE FIRST PART

AND:

GILDER ENTERPRISES LTD. , a Nevada corporation, having
its registered offices at 2300 West Sahara Avenue, Suite 500,
Las Vegas, Nevada, USA 89102

(the " **Optionee** ")

OF THE SECOND PART

WHEREAS:

A. The Optionor is the owner of certain mining leases located near Discovery Lake in the Northwest Territories, Canada (the "Mining Leases") as more fully detailed in Schedule A;

B. The Optionor has agreed to grant an exclusive option to the Optionee to acquire an interest in and to the Mining Leases on the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of Ten Dollars ($10.00) now paid by the Optionee to the Optionor (the receipt of which is hereby acknowl

DEFINITIONS

1. For the purposes of this Agreement the following words and phrases shall have the following meanings, namely:

(a) "Exploration and Development" means any and all activities comprising or undertaken in connection with the exploration and development of the Property, the construction of a mine and mining facilities on or in proximity to the Property, and of placing the Property into commercial production;

(b) "Exploration Expenditures" means all reasonable and necessary expenditures on Exploration and Development as determined in accordance with generally accepted accounting principles including, without limiting the generality of the foregoing:

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initials initials

(i) The cost of entering upon, surveying, prospecting and drilling on the Property;

(ii) The cost of any geophysical, geochemical and geological reports or surveys relating to the Property;

(iii) All filing and other fees and charges necessary or advisable to keep the Property in good standing with any regulatory authorities having jurisdiction;

(iv) All rentals, royalties, taxes (exclusive of all income taxes and mining taxes based on income and which are or may be assessed against any of the parties hereto) and any assessments whatsoever, arising as a result of the Exploration and Development activities upon the Property regardless of whether the same constitute charges on the Property;

(v) The cost, including rent and finance charges, of all buildings, machinery, tools, appliances and equipment and related capital items that may be erected, installed and used from time to time in connection with Exploration and Development;

(vi) The cost of construction and maintenance of camps required for Exploration and Development;

(vii) The cost of transporting persons, supplies, machinery and equipment in connection with Exploration and Development;

(viii) All wages and salaries of persons engaged in Exploration and Development and any assessments or levies made under the authority of any regulatory body having jurisdiction with respect to such persons, and the costs of providing for the food, lodging and other reasonable needs of such persons;

(ix) All costs of consulting and other engineering services including report preparation related to Exploration and Development;

(x) The cost of compliance with all statutes, orders and regulations respecting environmental reclamation, restoration and other like work required as a result of conducting Exploration and Development; and

(xi) All costs of searching for, digging, working, sampling, transporting, milling, mining, smelting and refining, and otherwise procuring any minerals, gemstones, ores, and metals from and out of the Property prior to the Property being put into commercial production;

(xii) All other costs and expenses of whatsoever kind of nature including those of a capital nature, incurred by the Optionee with respect to Exploration and Development;

(c) "Option" means the option to acquire a 100% undivided interest in and to the Property as provided in this Agreement;

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initials initials

(d) "Option Period" means the period from the date of this Agreement to and including the date of exercise or termination of the Option;

(e) "Property" means the Mining Leases described in Schedule "A" hereto including any replacement or successor leases, and all other mining interests derived from any such leases or any other interests into which such mining leases may have been converted;

(f) "Property Rights" means all licenses, permits, easements, rights-of-way, certificates and other approvals obtained by either of the parties either before or fter the date of this Agreement and necessary for the exploration of the Property;

(g) “DIAND” means Indian and Northern Affairs Canada;

(h) “MVLWB” means the Mackenzie Valley Land and Water Board;

(h) “Prospectors NSR” means the royalty payable to the prospectors who originally staked the Property, computed as 2.0% of the net smelter returns subject to a minimum $5,000 annual payment provision and a $1.0 million buy-out provision as detailed in the agreement attached hereto as Schedule B;

(i) “Optionor NSR” means the royalty payable to the Optionor once the Option has been exercised pursuant to this Agreement, computed as 2.0% of the net smelter returns subject a $1.0 million rate buy-down (to 1.0%) provision as detailed in the agreement attached hereto as Schedule C; and

(j) “Parties” means the Optionor and the Optionee, together with any of their successors, heirs, administrators, executors and permitted assignees.

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE OPTIONOR

2. The Optionor represents and warrants to and covenants with the Optionee that:

(a) It is legally entitled to hold the Property and the Property Rights and will remain so entitled until the interest of the Optionor in the Property which is subject to the Option has been duly transferred to the Optionee as contemplated hereby;

(b) It is and, at the time of transfer to the Optionee of an interest in the Mining Leases comprising the Property pursuant to the exercise of the Option, it will be the recorded holder and beneficial owner of all of the Mining Leases comprising the Property free and clear of all liens, charges and claims of others, except for the Prospectors NSR, and no taxes or rentals are or will be due in respect of any of the Mining Leases;

(c) The Mining Leases comprising the Property have been to the best of the Optionor's knowledge and belief duly and validly located and recorded pursuant to the laws applicable to the jurisdiction in which the Property is situated and, except as specified in Schedule "A" and accepted by the Optionee, are in good standing with respect to all filings, fees, taxes, assessments, work commitments or other conditions on the date hereof and until the dates set opposite the respective names thereof in Schedule "A";

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initials initials

(d) There are no adverse claims or challenges against or to the ownership of or title to any of the Mining Leases comprising the Property, nor to the knowledge of the Optionor is there any basis therefor, and there are no outstanding agreements or options to acquire or purchase the Property or any portion thereof and, other than the Prospectors NSR charge, no person has any royalty or other interest whatsoever in production from any of the Mining Leases comprising the Property;

(e) No proceedings are pending for, and the Optionor is unaware of any basis for the institution of any proceedings leading to the placing of the Optionor in bankruptcy or subject to any other laws governing the affairs of insolvent persons;

(f) There are no pending proceedings of any nature, either civil, criminal, regulatory or otherwise regarding the Property, and the Optionor is unaware of any basis for the institution of any such proceedings;

(g) In respect of the “Prospectors NSR” $1.0 million buy-out provision, the Optionor has the right to transfer said buy-out right to the Optionee; and

(h) The representations and warranties contained in this section are provided for the exclusive benefit of the Optionee, and a breach of any one or more thereof may be waived by the Optionee in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty, and the representations and warranties contained in this section shall survive the execution of this Agreement and of any transfers, assignments, deeds or further documents respecting the Property.

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE OPTIONEE

3. The Optionee represents and warrants to and covenants with the Optionor that:

(a) It has been duly incorporated, amalgamated or continued and validly exists as a corporation in good standing under the laws of its jurisdiction of incorporation;

(b) It is lawfully authorized to hold mining leases and real property under the laws of the jurisdiction in which the Property is situated;

(c) It has duly obtained all corporate authorizations for the execution of this Agreement and for the performance of this Agreement by it, and the consummation of the transactions herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any encumbrance under the provisions of the Articles or the constating documents of the Optionee or any shareholders' or directors' resolution, indenture, agreement or other instrument whatsoever to which the Optionee is a party or by which it is bound or to which it or the Property may be subject;

(d) No proceedings are pending for, and the Optionee is unaware of any basis for the institution of any proceedings leading to, the dissolution or winding up of the Optionee or the placing of

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initials initials

the Optionee in bankruptcy or subject to any other laws governing the affairs of insolvent corporations;

(e) The representations and warranties contained in this section are provided for the exclusive benefit of the Optionor and a breach of any one or more thereof may be waived by the Optionor in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty, and the representations and warranties contained in this section shall survive the execution hereof.

GRANT AND EXERCISE OF OPTION

4. The Optionor hereby grants to the Optionee the sole and exclusive right and option to acquire a 100% undivided interest in and to the Property free and clear of all charges, encumbrances and cla

(a) The Option shall be exercised by the Optionee:

(i) Paying to the Optionor $100,000 as follows:

(A) $10,000 upon execution of this Agreement
(B) $10,000 on or before December 31, 2003;
(C) $25,000 on or before December 31, 2004;
(D) $25,000 on or before December 31, 2005;
(E) $30,000 on or before December 31, 2006; and

(ii) Incurring Exploration Expenditures of $700,000 on the Property as follows;

(A) $15,000 on or before December 31, 2003;
(B) an additional $35,000 on or before December 31, 2004;
(C) an additional $150,000 on or before December 31, 2005;
(D) an additional $500,000 on or before December 31, 2006; and

(iii) Executing the Optionor NSR agreement, applicable to commercial production from the Property, as detailed in Schedule C;

(b) In respect of the Exploration Expenditures, in the event that the Optionee spends, in any of the above periods, less than the specified sum, it may pay to the Optionor the difference between the amount it actually spent and the specified sum before the expiry of that period in full satisfaction of the Exploration Expenditures to be incurred. In the event that the Optionee spends, in any period, more than the specified sum, the excess shall be carried forward and applied to the Exploration Expenditures to be incurred in succeeding periods;

(c) During the term of this Agreement, the Optionee is responsible for all payments necessary to satisfy the pre-existing Prospectors NSR Agreement; and

(d) If and when the Option has been exercised, a 100% undivided right, title and interest in and to the Property shall vest in the Optionee free and clear of all charges, encumbrances and

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initials initials

claims except for the Prospectors NSR and the Optionor NSR as detailed in Schedules B and C attached hereto respectively.

TRANSFER OF PROSPECTORS NSR BUY-OUT RIGHTS

5. Upon execution of this Agreement, the Optionor will deliver to the Optionee such executed documents of transfer as are required in the opinion of the Optionee's lawyers, to provide for the transfer o

TRANSFER OF TITLE

6. Upon execution of this Agreement, the Parties shall separately or jointly be entitled to record this Agreement against title to the Property.

7. Upon exercise of the Option, the Optionor shall deliver to the Optionee a duly executed bill of sale or quit claim deed and such other executed documents of transfer as are required, in the opinion of

RIGHT OF ENTRY

8. During the Option Period, the Optionee, its servants, agents and workmen and any persons duly authorised by the Optionee, shall have the right of access to and from and to enter upon and take poss

OBLIGATIONS OF THE OPTIONEE

9. During the Option Period, the Optionee shall:

(a) Keep the Property clear of all liens, encumbrances and other charges arising from its activities;

(b) Carry on all of its operations on the Property in a good and workmanlike manner and in compliance with all applicable governmental regulations and restrictions including but not limited to the posting of any reclamation bonds as may be required by any governmental regulations or regulatory authorities;

(c) Pay or cause to be paid any rates, taxes, duties, royalties, workers' compensation or other assessments or fees levied with respect to its operations on the Property;

(d) Pay to the appropriate authorities all payments necessary to maintain the Property in good standing including the yearly Mining Lease maintenance payments;

(e) Maintain books of account in respect of its Exploration Expenditures and, upon reasonable notice, shall make such books available for inspection by representatives of the Optionor;

(f) Allow the Optionor, or any duly authorised agent or representative of the Optionor, to inspect the Property at reasonable times and intervals and upon reasonable notice given to the Optionee;

(g) Allow the Optionor access at reasonable times to all maps, reports, sample results and other technical data prepared or obtained by the Optionee in connection with its operations on the Property; and

(h) Indemnify and save the Optionor harmless of and from any and all costs, claims, loss and damages whatsoever incidental to or arising out of any work or operations carried out by or on behalf of the Optionee on the Property, including any liability of an environmental nature arising from the Optionee's activities.

OBLIGATIONS OF THE OPTIONOR

10. During the Option Period, the Optionor shall:

(a) Maintain in good standing those Mining Leases comprising the Property by the doing of all such actions which may be necessary in that regard and further, to keep such Mining Leases free and clear of all liens and other charges arising from the Optionor's activities;

(b) The Optionor acknowledges that it assumes all risk associated with current or future orders or directions relating to environmental matters arising as a consequence of activities (and any subsequ ter, land use and other licences and permits pertaining to the Property whether presently outstanding or issued in the future, and any other liability or liabilities associated with the ownership of

(c) Permit the directors, officers, employees and designated consultants of the Optionee, at their own risk and expense, access to the Property at all reasonable times;

(d) Indemnify and save the Optionee harmless in respect of any and all costs, claims, liabilities and expenses arising out of any of the Optionor's activities on the Property;

(e) Permit the Optionee, at its own expense, reasonable access to the results of all work done on the Property which are in the Optionor's possession including, without limiting the generality hereof, all exploration reports; assay results; core samples; engineering, technical and mining reports; etc.; and

(f) Deliver to the Optionee, forthwith upon receipt thereof, copies of all reports, maps, assay results and other technical data compiled by or prepared at the direction of the Optionor or otherwise in its possession with respect to the Property.

TERMINATION OF OPTION

11. The Option shall terminate:

(a) Upon the Optionee failing to incur or make any expenditure or payment which must be incurred or made in exercise of the Option; or

(b) At any other time, by the Optionee giving notice of such termination to the Optionor.

12. If the Option is terminated, the Optionee shall deliver or make available at no cost to the Optionor within 90 days of such termination, all drill core, copies of all reports, maps, assay results and othe

POWER TO CHARGE PROPERTY

13. At any time after the Optionee has exercised the Option, the Optionee may grant mortgages, charges or liens (each of which is herein called a "mortgage") of and upon the Property or any portion th

TRANSFERS

14. The Optionee may at any time either during the Option Period or thereafter, sell, transfer or otherwise dispose of all or any portion of its interest in and to the Property and this Agreement, provided

(a) A covenant to perform all the obligations of the Optionee to be performed under this Agreement in respect of the interest to be acquired by it from the Optionee to the same extent as if this Agreement had been originally executed by such purchaser, grantee or transferee; and

(b) A provision subjecting any further sale, transfer or other disposition of such interest in the Property and this Agreement or any portion thereof to the restrictions contained in this paragraph (a).

No assignment by the Optionee of any interest less than its entire interest in this Agreement and in the Property shall, as between the Optionee and the Optionor, discharge it from any of its obligations

15. If the Optionor should receive a bona fide offer from an independent third party (the "Proposed Purchaser") dealing at arm's length with the Optionor to purchase all or a part of the Optionor NSR in

(a) The Optionor shall first offer (the "Offer") such interest in writing to the Optionee upon terms no less favourable than those offered by the Proposed Purchaser or intended to be offered by the Optionor, as the case may be;

(b) The Offer shall specify the price, terms and conditions of such sale, the name of the Proposed Purchaser and shall, in the case of an intended offer by the Optionor, disclose the person or persons to whom the Optionor intends to offer its interest and, if the offer received by the Optionor from the Proposed Purchaser provides for any consideration payable to the Optionor otherwise than in cash, the Offer shall include the Optionor's good faith estimate of the cash equivalent of the non-cash consideration;

(c) If within a period of 60 days of the receipt of the Offer the Optionee notifies the Optionor in writing that it will accept the Offer, the Optionor shall be bound to sell such interest to the Optionee on the terms and conditions of the Offer. If the Offer so accepted by the Optionee contains the Optionor's good faith estimate of the cash equivalent of the non cash consideration as aforesaid, and if the Optionee disagrees with the Optionor's best estimate, the Optionee shall so notify the Optionor at the time of acceptance and the Optionee shall, in such notice, specify what it considers, in good faith, the fair cash equivalent to be and the resulting total purchase price. If the Optionee so notifies the Optionor, the acceptance by the Optionee shall be effective and binding upon the Optionor and the Optionee, and the cash equivalent of any such non-cash consideration shall be determined by binding arbitration and shall be payable by the Optionee, subject to prepayment as hereinafter provided, within 60 days following its determination by arbitration. The Optionee shall in such case pay to the Optionor, against receipt of an absolute transfer of clear and unencumbered title to the interest of the Optionor being sold, the total purchase price which is specified in its notice to the Optionor and such amount shall be credited to the amount determined following arbitration of the cash equivalent of any non-cash consideration;

(d) If the Optionee fails to notify the Optionor before the expiration of the time limited therefor that it will purchase the interest offered, the Optionor may sell and transfer such interest to the Proposed Purchaser at the price and on the terms and conditions specified in the Offer for

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a period of 60 days, but
the terms of this paragraph shall again apply to such interest if the sale to the Proposed Purchaser is not completed within such 60 days; and

(e) Any sale hereunder shall be conditional upon the Proposed Purchaser delivering a written undertaking to the Optionee, in form and substance satisfactory to its counsel, to be bound by the terms and conditions of this Agreement.

SURRENDER OF PROPERTY INTERESTS PRIOR TO TERMINATION OF AGREEMENT

16. The Optionor may at any time during the Option Period elect to abandon any one or more of the Mining Leases comprised in the Property by giving notice to the Optionee of such intention. Any lea

FORCE MAJEURE

17. If the Optionee is at any time either during the Option Period or thereafter prevented or delayed in complying with any provisions of this Agreement by reason of strikes, lock-outs, labour shortages tionor of each event of force majeure and upon cessation of such event shall furnish to the Optionor with notice to that effect together with the particulars of the number of days by which the obligation

CONFIDENTIAL INFORMATION

18. No information furnished by the Optionee to the Optionor hereunder in respect of the activities carried out on the Property by the Optionee shall be published or disclosed by the Optionor without tl

ARBITRATION

19. All disputes between the Parties arising under this Agreement, which the Parties are unable to resolve between themselves within 20 days, will be resolved by arbitration under the rules of the

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British Columbia International Commercial Arbitration Centre (" **BCICAC** ") by a sole arbitrator subject to the following:

(a) Any Party may refer any dispute to arbitration by notice to the other and, within 30 days after receipt of such notice, the Parties will endeavour to agree on the appointment of a sole arbitrator, w al who by a combination of education and experience is competent to adjudicate the matter in dispute and who has indicated his willingness and ability to act as arbitrator

(b) The decision of the arbitrator will be final and binding upon each of the Parties and will not be subject to appeal or judicial review.

DEFAULT

20. If at any time during the Option Period the Optionee is in default of any provision in this Agreement, the Optionor may terminate this Agreement, but only if:

(a) It shall have first given to the Optionee a notice of default containing particulars of the obligation which the Optionee has not performed, or the warranty breached; and

(b) The Optionee has not, within 45 days following delivery of such notice of default, cured such default or commenced proceedings to cure such default by appropriate payment or performance wit

Should the Optionee fail to comply with the provision of sub-paragraph (b), the Optionor may thereafter terminate this Agreement by giving notice thereof to the Optionee.

RULE AGAINST PERPETUITIES

21. If any right, power or interest held by or to be acquired by any party in the Property under this Agreement would violate the rule against perpetuities, then such right, power or interest shall terminat

NOTICES

22. Each notice, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered, telegraphed or telecopied to such party at the address

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time and from time to time notify the other party in writing of a change of address and the new address to which notice shall be given to it thereafter until further change.

GENERAL TERMS AND CONDITIONS

23. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between th

24. No consent or waiver expressed or implied by either party in respect of any breach or default by the other in the performance by such other of its obligations hereunder shall be deemed or construed

25. The parties shall promptly execute or cause to be executed all documents, deeds, conveyances and other instruments of further assurance and do such further and other acts which may be reasonably

26. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

27. This Agreement shall be governed by and construed in accordance with the laws of British Columbia and shall be subject to the approval of all securities regulatory authorities having jurisdiction.

28. Time shall be of the essence in this Agreement.

29. Wherever the neuter and singular is used in this Agreement it shall be deemed to include the plural, masculine and feminine, as the case may be.

30. Any reference in this Agreement to currency shall be deemed to be lawful money of Canada otherwise specifically provided.

31. The following are the schedules annexed hereto and incorporated by reference and deemed to be part hereof:

Schedule A	Description of Property
Schedule B	Prospectors NSR Agreement
Schedule C	Optionor NSR Agreement

32. If any provision of this Agreement is or becomes illegal, invalid or unenforceable, in whole or in part, the remaining provisions will nevertheless be and remain valid and subsisting and the said rem

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33. Each of the parties hereto will pay their respective legal and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement, and all other docu

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

GILDER ENTERPRISES LTD.

Per:
/s/ Joseph Bowes

Authorized Signatory

Name:

Joseph
Bowes

Title:

President

SIGNED, SEALED AND DELIVERED by ROZEMARY E. WEBB in the presence of:

Dave R. Webb

Name

6120 185A St.

Address

Surrey, BC

Businessman

Occupation

/s/ Rozemary E. Webb

ROZEMARY E. WEBB

initials initials

SCHEDULE "A"

DESCRIPTION OF PROPERTY

MINING LEASES

MACKENZIE MINING DISTRICT
NORTHWEST TERRITORIES
CANADA

Mining Lease #	Lot #	Group#	Acres	Annual Rent	Rent Due
3004	798	964	36.87	$73.74	Dec 11
3005	800	964	44.66	89.32	Dec 11
3006	803	964	56.28	112.56	Dec 11
3007	805	964	49.72	99.44	Dec 11
3008	804	964	47.54	95.08	Dec 11
3009	797	964	41.39	82.78	Dec 11
3010	799	964	58.64	117.28	Dec 11
3011	801	964	42.80	85.60	Dec 11
3012	806	964	58.57	117.14	Dec 11
3013	807	964	43.87	87.74	Dec 11
3014	802	964	17.80	35.60	Dec 11
			498.14	**$996.28**	

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SCHEDULE "B"

PROSPECTORS NSR AGREEMENT

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SCHEDULE "C"

OPTIONOR NSR AGREEMENT

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MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT made as of the 1st day of July 2002.

BETWEEN:

GILDER ENTERPRISES INC., a company
incorporated under the laws of the
State of Nevada

(Herein referred to as “Gilder”or the “Company”)

AND:

ANGUS CONSULTING INC., of
3639 Garibaldi Drive
North Vancouver, British Columbia, Canada

(Herein referred to as “Angus Management”)

WHEREAS:

A. Angus Management, a company incorporated under the laws of the Province of British Columbia, maintains an office with administration services, including telephone, fax and computer ser

B. Joseph Bowes, an employee of Angus Management, has business and management expertise relevant to Gilder’s business;

C. Gilder requires management and administrative services, project management services and office administration services including, telephone, fax and computer services, all as related to the Company’s mineral exploration activities, and wishes to retain Angus Management to provide same.

NOW THEREFORE THIS AGREEMENT WITNESSES that the parties agree as follows:

1. SERVICES AND SCOPE OF WORK

Angus Management will:
(a) Provide the services of Joseph Bowes as President of Gilder to carry out the management and direction of the business of the Company, including retaining appropriate geological consultants, ar

the mineral exploration activities carried out by Gilder (the “Management Services”); and
(b) Provide office administration services including telephone, fax and computer services related to the Management Services (the “Administrative Services”).

2. TERM

The Term of this Agreement shall be for a period of two years commencing July 1, 2002 and ending June 30, 2004.

3. COMPENSATION

In consideration of Angus Management providing the above Management Services and Administrative Services, Gilder agrees to pay to Angus Management a consulting fee in the amount of US $900. ount equal to the fair market value of Bowes's services.

4. EXPENSES

It is understood and agreed that Angus Management will incur out-of-pocket expenses in connection with rendering the services provided for under this Agreement, including expenses related to travel

5. CONFIDENTIAL INFORMATION

Angus Management covenants and agrees that it shall not disclose to anyone any confidential information with respect to the business or affairs of Gilder, except as may be necessary and in the best int

6. TERMINATION OF SERVICES

The parties agree that Angus Management’s services under this Agreement may be terminated as follows: (a) by Gilder upon giving 30 days written notice of termination to Angus Management, or (b)

7. SEVERABILITY

In the event that any provision or part of this Agreement shall be deemed to be null and void by a Court of competent jurisdiction, the remaining provisions or parts shall remain in full force and effect.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties with respect to the retaining by Gilder of Angus Management, and any and all previous agreements, written or oral, express or imp

9. MODIFICATION OF AGREEMENT

Any modification to this Agreement must be agreed in writing and signed by the parties or it shall have no effect and shall be void.

10. HEADINGS

The headings used in this Agreement are for convenience only and are not to be construed in any way as additions or limitations of the covenants and agreements contained in it.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

GILDER ENTERPRISES INC.

Per: /s/ Joseph Bowes
Joseph Bowes, President
Authorized Signatory

ANGUS CONSULTING INC.

Per: /s/ Joseph Bowes
Joseph Bowes, President
Authorized Signatory

JOINT VENTURE AGREEMENT

THIS AGREEMENT dated for reference the 25th day of May, 2003.

BETWEEN:

GILDER ENTERPRISES, INC., a Nevada corporation, having its registered offices at 2300 West Sahara Avenue, Suite 500, Las Vegas, Nevada, USA 89102

(hereinafter called "Gilder")

5G WIRELESS COMMUNICATIONS PTE LTD., a Singapore corporation, having its registered offices at Penthouse Level, Suntec Tower 3, 8 Temasek Boulevard, Singapore 038988.

(hereinafter called "5G")

AND:

MICHAEL PEH HIN TAN, a Singapore national (Singapore passport number 1686630Z), resident at #4, Kengchin Road, Singapore, 258707.

(hereinafter called "Tan")

WHEREAS:

A. Gilder, 5G and Tan, who is the principal shareholder of 5G, have together agreed to establish a joint venture to pursue Internet access business opportunities in North America (the "JV") and which will initially target hotel property Internet access opportunities in Vancouver, BC.

B. Gilder, 5G and Tan desire to enter into this Agreement in order to record their respective rights and obligations.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutua1 covenants and agreements hereinafter set forth, the parties hereto agree each with the other as follows:

PART 1 – INTERPRETATION

1.01 This Agreement shall in all respects be governed by and be construed in accordance with the laws of the State of Nevada.

1.02 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in whole or in part, in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

1.03 Wherever the singular or the masculine is used herein the same shal1 be deemed to include the plura1 or the feminine or the body politic or corporate where the context or the parties so require.

1.04 The headings of the Parts of this Agreement are inserted for convenience only and shall not affect the construction hereof.

1.05 Unless otherwise stated a reference herein to a numbered or lettered paragraph refers to the paragraph of each Part bearing the number or letter in this Agreement.

1.06 All accounting terms not defined in this Agreement shall have those meanings generally ascribed to them in accordance with Canadian generally accepted accounting principles, applied consistently.

1.07 The following schedules annexed hereto are incorporated into this Agreement by reference and deemed to be part hereof:

Schedule A Shareholders Agreement

PART 2 - CONDUCT OF THE AFFAIRS OF THE JOINT VENTURE, NON-COMPETITION, NON-DISCLOSURE

2.01 JV operations will be undertaken through incorporated joint venture entities owned by Gilder and 5G. The incorporated joint venture entities established will be as determined by Gilder, 5G and Tan in consultation with tax, legal and other advisors. For each joint venture entity established, the parties hereto agree to forthwith execute a shareholders agreement in the form attached in Schedule A.

2.02 The authorized capital of each incorporated joint venture entity will consist of 100 fully paid and non-assessable common shares (the “Shares”), which will be issued to Gilder and 5G (or their wholly-owned affiliates) (“the Shareholders”) as follows:

Shareholder	Common Shares
Gilder or its wholly-owned Affiliate	51
5G or its wholly-owned Affiliate	49

2.03 The Shareholders shall vote their Shares so that the board of directors of each joint venture entity shall be comprised of two (2) directors and so that one nominee of each of the Shareholders is a director of the joint venture entity. In the event that a position on the joint venture entities' board of directors shall be open for any reason whatsoever, the Shareholder whose nominee shall have formerly occupied such position shall be entitled to nominate a new director to fill such vacancy.

2.04 The Gilder nominee shall chair the Board of Directors and shall have a deciding vote in the instance where the Board is deadlocked in any vote required on a matter before it.

2.05 In respect of each joint venture entity established, Gilder and 5G hereby agree to execute the Shareholders Agreement detailed in Schedule A.

2.06 Each of Gilder, 5G and Tan, for the life of this Joint Venture Agreement, shall devote such of their time and energies to the business and affairs of the joint venture, and shall cause their respective representatives (meaning an individual that is designated as such by any of Gilder, 5G or Tan, individually the "Representative" and collectively the "Representatives") to similarly devote such of their time and energies, as are appropriate to the immediate demands of the responsibilities which they have accepted, given a normal and reasonable time allowance for persona1 business. At all times, said Gilder, 5G or Tan (or their Representatives) shall use their best efforts, skill and abilities to promote the interests of the Company.

2.07 Except with the unanimous consent in writing of the others, each of Gilder, 5G and Tan agree that, while they are a party to this Joint Venture Agreement and for a period of three (3) years thereafter:

(a) Directly or indirectly, whether as principal, agent, emp1oyee or director of a company or otherwise, or by means of corporate or other device, solicit or aid in the solicitation of any business similar to the business being carried on by the JV from any customer or customers of the JV's incorporated joint venture entities or, in the event of having ceased to be a party to this Joint Venture Agreement, any customer or prospective customers of the JV with whom they had business dealings on behalf of the JV at any time before ceasing to be a party to this Joint Venture Agreement; or,

(b) Directly or indirectly, whether as principal, agent, emp1oyee or director of a company or otherwise, or by means of corporate or other device, aid or otherwise act for any business in North America similar to the business being carried on by the JV; or,

(c) Directly or indirectly, use or disclose to any person, except to duly authorized officers and employees of the JV and its incorporated joint venture entities entitled thereto, any trade secret, business data, or other information acquired by them by reason of their involvement and association with the JV.

2.08 The non-competition and non-disclosure provisions in 2.07 apply to each of Gilder, 5G and Tan and include all of their employees, directors, consultants and any other individuals that they may make aware of or otherwise involve in the business of the JV.

2.09 Each of Gilder, 5G and Tan acknowledge that, by reason of their unique knowledge of the business of the Company, the scope of the covenants in paragraph 2.07 and 2.08 are reasonable and commensurate with the protection of the legitimate interests of the Company. It is further understood and agreed that these covenants shall subsist even if the rest of this Agreement shall be terminated for any reason whatsoever and are severable for such purpose.

PART 3 – CONTRIBUTIONS, FINANCING, DISTRIBUTION OF NET PROFIT

3.01 The financial contributions of the Gilder and 5G to the joint venture shall be kept at as low a level as possible. Subscribed capital in the joint venture entities shall be at nominal values and, initial non-interest bearing loans, to be applied to the Canadian joint venture entity, shall be:

Gilder	Up to US $40,000 in respect of cash to be provided as the Canadian joint venture entity shall formally request from time to time, by providing a minimum of seven (7) days prior written notice to Gilder. All monies so advanced are to be secured by Demand Promissory Notes supported by Guarantee and Security Agreements to be provided by 5G and Tan.
5G	US $10,000 in respect of the deemed value, which will be no less than the fair market value, of certain equipment and software necessary to establish the operations of the Canadian joint venture entity, which are to be provided in Vancouver on a fully tax paid basis on or before June 15, 2003.

3.02 Funds required from time to time by the JV will be obtained, firstly and to the greatest extent possible, by the joint venture entities borrowing from a chartered bank or other institutional lender, and secondly from Gilder and 5G based upon specific formal written requests submitted by the joint venture entities.

3.03 For the first 24 months from the effective date a joint venture entity commences operations, it is agreed that they will retain and reinvest in their business all net profits earned.

3.04 The parties hereto agree to jointly fund the future growth of the JV business based upon its performance in the first 12 months of operations, on a pro rata basis in relation to their respective ownership interests. The levels of such future funding sought will be as determined by the individual joint venture entities taking into consideration available market opportunities, related competitive issues and the ability of each joint venture entity to self-finance future growth.

3.05 In respect of the proprietary software to be provided by 5G to the JV, upon execution of this Agreement, 5G herewith grants to the JV the exclusive North American license rights to use same for the term of the JV on a fully paid basis as part of its contribution to the JV.

3.06 Apart from the financial contributions noted in 3.01, and without intending to limit the actual contributions to be made in future, in general the JV will be relying upon the parties hereto as follows:

5G and Tan	Gilder
• Technical and operations expertise – Design, installation, commissioning and operations • Sales expertise • All rights in prior contract negotiations	• Management expertise – Administration, budgets, accounting, operational and financial planning • Sales expertise • Financial expertise

3.07 In respect of ongoing technical and operations expertise, 5G and Tan herewith commit to provide same through the services of Dennis Tan as Chief Technology Officer and Hsien Wong as User Support Manager, both of whom will be employed directly by the JV entities under employment contracts. Initially, it is expected that said employment will be on a permanent part-time basis.

3.08 For the immediate future after establishing the initial JV entity, the joint venture partners will contribute equally to the staffing of the JV's corporate and administrative and marketing and sales functions. Over the next six months, and subject to the JV suitably advancing its business plan and completing satisfactory personnel searches, it is planned that the JV entities will hire employees to directly staff these functions.

3.09 Upon execution of this Agreement, 5G and Tan agree to deliver forthwith their Guarantee and General Security Agreements in the manner contemplated by the Shareholders Agreement.

PART 4 – SHAREHOLDERS AGREEMENT

4.01 For each joint venture entity established, the parties hereto agree to forthwith execute a shareholders agreement in the form attached in Schedule A.

PART 5 – (intentionally blank)

PART 6 – REPRESENTATIONS, WARRANTIES AND COVENANTS OF GILDER

6.01 Gilder represents and warrants to and covenants with 5G and Tan that:

(a) It has been duly incorporated and validly exists as a corporation in good standing under the laws of its jurisdiction of incorporation;

(b) It is lawfully authorized to undertake the joint venture business contemplated herein;

(c) It has duly obtained all corporate authorizations for the execution of this Joint Venture Agreement and the consummation of the transactions herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any encumbrance under the provisions of the Articles or other constating documents of Gilder or with any shareholders' or directors' resolution, indenture, agreement or other instrument whatsoever to which Gilder is a party or by which it is bound or to which it may be subject;

(d) No proceedings are pending for, and Gilder is unaware of any basis for the institution of any proceedings which could lead to the dissolution or winding up of Gilder, or placing it in bankruptcy, or making it subject to any other laws governing the affairs of insolvent corporations;

(e) The representations and warranties contained in this Part are provided for the exclusive benefit of the 5G and Tan and a breach of any one or more thereof may be waived by the them in whole or in part at any time without prejudice to their rights in respect of any other breach of the same or of any other representation or warranty, and the representations and warranties contained in this Part shall survive the execution hereof.

PART 7 – REPRESENTATIONS, WARRANTIES AND COVENANTS OF 5G AND TAN

7.01 5G represents and warrants to and covenants with Gilder and Tan that:

(a) It has been duly incorporated and validly exists as a corporation in good standing under the laws of its jurisdiction of incorporation;

(b) It is lawfully authorized to undertake the joint venture business contemplated herein, and to provide to the JV the equipment and software and the exclusive North American software license contributions contemplated herein;

(c) It has duly obtained all corporate authorizations for the execution of this Joint Venture Agreement and the consummation of the transactions herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any encumbrance under the provisions of the Articles or other constating documents of 5G or with any shareholders' or directors' resolution, indenture, agreement or other instrument whatsoever to which 5G is a party or by which it is bound or to which it may be subject;

(d) The original and subsequent agreements and all other undertakings that 5G had with or related to their prior dealings with Tesmark, Inc, its successor corporations and any affiliates thereof are properly and completely terminated, and further, that 5G has no contractural agreements or other undertakings related thereto preventing it from consummating the

transactions contemplated herein.

(e) No proceedings are pending for, and 5G is unaware of any basis for the institution of any proceedings which could lead to the dissolution or winding up of 5G, or placing it in bankruptcy, or making it subject to any other laws governing the affairs of insolvent corporations;

(f) The representations and warranties contained in this Part are provided for the exclusive benefit of the Gilder and Tan and a breach of any one or more thereof may be waived by the them in whole or in part at any time without prejudice to their rights in respect of any other breach of the same or of any other representation or warranty, and the representations and warranties contained in this Part shall survive the execution hereof.

7.02 Tan represents and warrants to and covenants with Gilder and 5G that:

(a) Tan can lawfully undertake the joint venture business contemplated herein;

(b) The consummation of the transactions herein contemplated will not conflict with or result in any breach of any covenants or agreements with any other parties, or any other instrument whatsoever to which Tan is a party or by which Tan is bound or to which Tan may be subject;

(c) The original and subsequent agreements and all other undertakings that Tan had with or related to his prior dealings with Tesmark, Inc, its successor corporations and any affiliates thereof are properly and completely terminated, and further, that Tan has no contractural agreements or other undertakings related thereto preventing him from consummating the transactions contemplated herein.

(d) No proceedings are pending, and Tan is unaware of any basis for the institution of any proceedings, which could lead to placing Tan into bankruptcy, or making Tan subject to any other laws governing insolvency;

(e) The representations and warranties contained in this Part are provided for the exclusive benefit of the Gilder and 5G and a breach of any one or more thereof may be waived by the them in whole or in part at any time without prejudice to their rights in respect of any other breach of the same or of any other representation or warranty, and the representations and warranties contained in this Part shall survive the execution hereof.

PART 8 – (intentionally blank)

PART 9 – (intentionally blank)

PART 10 - GENERAL PROVISIONS

10.01 This Agreement shall terminate:

(a) When either Gilder or 5G cease to be a Shareholder;

(b) If all the JV's joint venture entities have receiving orders made against them, go into bankruptcy either voluntarily or involuntarily, or make proposals to their creditors; or

(c) If the parties hereto consent in writing to the termination hereof.

10.02 If Gilder or 5G shall have disposed of all of their Investments in joint venture entities in compliance with the provisions in the relevant Shareholders Agreement and hence terminate this Joint Venture Agreement, Gilder, 5G and Tan shall be entitled to the benefit of and be bound by only the rights and obligations which arose pursuant to this Joint Venture Agreement prior to such disposition.

10.03 The Shareholders shall execute such further assurances and other documents and instruments and do such further and other things as may be necessary to implement and carry out the intent of this Joint Venture Agreement.

10.04 The provisions herein constitute the entire agreement between the parties and supersedes all previous expectations, understandings, communications, representation and agreements whether verbal or written between them with respect to the subject matter hereof.

10.05 Unless otherwise specified herein, any notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by prepaid registered mail, telexed or telegraphed to, or delivered at the address of the other party hereinafter set forth:

If to Gilder Enterprises, Inc.: at its registered offices located at 2300 West Sahara Avenue, Suite 500, Las Vegas, Nevada, USA 89102, Attention: President;

If to 5G Wireless Communications Pte Ltd.: at its registered offices located at Penthouse Level, Suntec Tower 3, 8 Temasek Boulevard, Singapore 038988, Attention: President;

If to Michael Peh Hin Tan: at his residence located at #4, Kengchin Road, Singapore, 258707 with a copy to 1344 Whitby Road, West Vancouver, BC, Canada V7S 2N5, Attention: Mr. Dennis Tan;

or at such other address as the parties may from time to time direct in writing, and any such notice shall be deemed to have been received, if mailed, telefaxed or telegraphed, 72 hours after the time of mailing, faxing or telegraphing, and if delivered, upon the date of delivery. If normal mail service, telex service or telegraph service is interrupted by strike, slowdown, force majeure or other cause, a notice sent by the impaired means of communication will not be deemed to be received until actually received and the Party sending the notice shall utilize any other such services which have not been interrupted or shall deliver such notice in order to ensure prompt receipt thereof.

10.06 Time shall be of the essence hereof.

10.07 All disputes between the parties arising under this Agreement, which the parties are unable to resolve between themselves within 30 days, will be resolved by arbitration under the rules of the British Columbia International Commercial Arbitration Centre ("BCICAC") by a sole arbitrator subject to the following:

(a) Any party may refer any dispute to arbitration by notice to the other and, within 30 days after receipt of such notice, the parties will endeavour to agree on the appointment of a sole arbitrator, who will be capable of commencing the arbitration within 21 days of his appointment. In the event that the Parties are unable to agree on an arbitrator, the parties agree to be bound by the rules of the BCICAC providing for the appointment of a sole arbitrator. The arbitrator will be an individual who by a combination of education and experience is competent to adjudicate the matter in dispute and who has indicated his willingness and ability to act as arbitrator

(b) The decision of the arbitrator will be final and binding upon each of the parties and will not be subject to appeal or judicial review.

10.08 This Agreement shall enure to the benefit of and be binding upon the parties thereto and their respective personal representatives, successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

GILDER ENTERPRISES, INC.

Per: */s/ Joseph Bowes*
Authorized Signatory

Name: Joseph Bowes

Title: President

5G WIRELESS COMMUNICATIONS PTE LTD.

Per: */s/ Michael Tan*
Authorized Signatory

Name: Michael Tan

Title: Director

Signed, sealed and delivered by:

MICHAEL PEH HIN TAN

(seal)

/s/ Michael Tan
Signature

In the presence of:

WITNESS:

/s/ Hsien Loong Wong
Signature

Name: Hsien Loong Wong

Occupation: Manager

Address: 1807-3970 Corrigan Court, Burnaby

SHAREHOLDERS AGREEMENT

THIS AGREEMENT dated for reference the 25th day of May, 2003.

BETWEEN:

GILDER ENTERPRISES, INC., a Nevada corporation, having its registered offices at 2300 West Sahara Avenue, Suite 500, Las Vegas, Nevada, USA 89102

(hereinafter called "Gilder")

5G WIRELESS COMMUNICATIONS PTE LTD., a Singapore corporation, having its registered offices at Penthouse Level, Suntec Tower 3, 8 Temasek Boulevard, Singapore 038988.

(hereinafter called "5G")

MICHAEL PEH HIN TAN, a Singapore national (Singapore passport number 1686630Z), resident at #4, Kengchin Road, Singapore, 258707.

(hereinafter called "Tan")

AND:

NEX CONNECTIVITY SOLUTIONS INC., a Canadian corporation, having its registered offices at 3639 Garibaldi Drive, North Vancouver, British Columbia, Canada V7H 2W2.

(hereinafter called the "Company")

WHEREAS:

A. Gilder, 5G and Michael Peh Hin Tan, a Singapore national who is the principal shareholder of 5G ("Tan"), have together agreed to establish a joint venture to pursue Internet access business opportunities in North America (the "JV"), which will initially target hotel property Internet access opportunities in Vancouver, BC.

B. The JV will be pursued through incorporated joint venture entities owned by Gilder and 5G.

C. The Company has been incorporated to undertake the Canadian operations of the JV.

D. The authorized capital of the Company consists of 100 Shares of which the following are issued and outstanding as fully paid and non-assessable:

Shareholder	Common Shares
Gilder or its wholly-owned Affiliate	51
5G or its wholly-owned Affiliate	49

E. Gilder, 5G, Tan and the Company desire to enter into this Agreement in order to record their respective rights and obligations in respect of the incorporated Canadian joint venture entity.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutua1 covenants and agreements hereinafter set forth, the parties hereto agree each with the other as follows:

PART 1 – INTERPRETATION

1.01 Where used in this Agreement each of the words and phrases set out in Schedule "A" hereto shall have the meanings therein set forth.

1.02 This Agreement shall in all respects be governed by and be construed in accordance with the laws of the Province of British Co1umbia.

1.03 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in whole or in part, in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

1.04 Wherever the singular or the masculine is used herein the same shal1 be deemed to include the plura1 or the feminine or the body politic or corporate where the context or the parties so require.

1.05 The headings of the Parts of this Agreement are inserted for convenience only and shall not affect the construction hereof.

1.06 Unless otherwise stated a reference herein to a numbered or lettered paragraph refers to the paragraph of each Part bearing the number or letter in this Agreement.

1.07 All accounting terms not defined in this Agreement shall have those meanings generally ascribed to them in accordance with Canadian generally accepted accounting principles, applied consistently.

1.08 The following schedules annexed hereto are incorporated into this Agreement by reference and deemed to be part hereof:

Schedule A	Definitions
Schedule B	Escrow Agreement
Schedule C	Equipment and Software to be Provided by 5G
Schedule D	Guarantee Agreement
Schedule E	Security Agreement

PART 2 - CONDUCT OF THE AFFAIRS OF THE COMPANY

2.01 Subject to paragraph 2.02 the Shareholders shall vote their Shares so that the Board shall be comprised of two (2) directors and so that one nominee of each of the Shareholders is a director of the

Company. In the event that a position on the Board shall be open for any reason whatsoever, the Shareholder whose nominee shall have formerly occupied such position shall be entitled to nominate a new director to fill such vacancy.

2.02 In the event that a nominee to the Board of one of the Shareholders shall fail to act and vote as a director to carry out the provisions of this Agreement, then the Shareholders agree to exercise their right as shareholders of the Company and in accordance with the Articles of the Company to remove such nominee from the Board and to elect in the place or stead thereof such individual who will use their best efforts to carry out the provisions of this Agreement.

2.03 Un1ess otherwise provided herein the conduct of the business of the Company shall be governed in accordance with its Articles.

2.04 A quorum required for the transaction of business at a meeting of the Board shall be two (2) directors or their alternates.

2.05 The Gilder nominee shall chair the Board of Directors and shall have a deciding vote in the instance where the Board is deadlocked in any vote required on a matter before it.

2.06 The following matters shall only be undertaken with the consent in writing of the directors of the Company able to vote at any meeting of the Board:

(a) The sa1e, lease, transfer, mortgage, pledge or other disposition of the undertaking of the Company or any of its subsidiaries;

(b) Any increase or reduction in the capital of the Company;

(c) The consolidation, merger or amalgamation of the Company with any other company, association, partnership or legal entity;

(d) Any single capital expenditure of the Company in excess of $5,000, or any lease by the Company of property having a fair market value in excess of $5,000;

(e) Any borrowing by the Company or any of its subsidiaries which would result in the aggregate indebtedness of the Company (other than amounts due to Shareholders) being in excess of $5,000 at any one time;

(f) Any loans by the Company or any of its subsidiaries to any Shareho1ders, or to an Affiliate;

(g) Any transaction out of the ordinary course of the business of the Company;

(h) Any contract between the Company and any Shareholders or an Affiliate;

(i) Any change in the authorized signing officers in respect of legal documents or any bank or other financial institution;

(j) Any agreement by the Company, which restricts or purports to restrict or which permits any other party to accelerate or demand the payment of any indebtedness of the Company upon the sale, transfer or other disposition by a Shareholder of his Shares and/or Loan;

(k) All employment contracts made by the Company;

Provided that nothing in this paragraph 2.06 shall be construed so as to fetter the discretion of the directors of the Company to require such directors to act in a particular way with respect to any of the foregoing matters.

2.07 Each Shareholder shall, for so long as they are the owners of shares of the Company, devote such of their corporate time and energies to the business and affairs of the Company, and shall cause their respective Representatives to similarly devote such of their time and energies, as are appropriate to the immediate demands of the responsibilities for which they are responsible, given a normal and reasonable time allowance for persona1 business. At all times, said Shareholders shall use their best efforts, skill and abilities to promote the interests of the Company,

2.08 Except with the unanimous consent in writing of the other Shareholder, no Shareholder shall, while they are a shareholder in the Company, or within a period of three (3) years next after they shall have ceased to be a Shareholder:

(a) Directly or indirectly, whether as principal, agent, emp1oyee or director of a company or otherwise, or by means of corporate or other device, solicit or aid in the solicitation of any business similar to the business being carried on by the Company from any customer or customers of the Company or, in the event of having ceased to be a Shareholder, any customer or prospective customers of the Company with whom they had business dealings on behalf of the Company at any time before ceasing to be a Shareholder in the Company; or,

(b) Directly or indirectly, whether as principal, agent, emp1oyee or director of a company, or otherwise or by means of corporate or other device, aid or otherwise act for any business in Canada similar to the business being carried on by the Company; or,

(c) Directly or indirectly, use or disclose to any person, except to duly authorized officers and employees of the Company entitled thereto, any trade secret, business data, or other information acquired by them by reason of their involvement and association with the Company.

2.09 The non-competition provisions in 2.08 apply to each Shareholder and all of their employees, directors, consultants and any other individuals that they may make aware of or otherwise involve in the business of the Company.

2.10 Each of the Shareholders acknowledge that, by reason of their unique knowledge of the business of the Company, the scope of the covenants in paragraph 2.08 are reasonable and commensurate with the protection of the legitimate interests of the Company. It is further understood and agreed that the covenants contained in paragraph 2.08 shall subsist even if the rest of this Agreement shall be terminated for any reason whatsoever and is severable for such purpose.

PART 3 – SHAREHOLDERS' CONTRIBUTIONS, FINANCING, DISTRIBUTION OF NET PROFIT

3.01 The financial contribution of the Shareholders to the Company shall be kept at as low a level as possible.

Initially the subscribed capital shall be:

Name	Common Shares	Purchase Price
Gilder	51	Cdn$51.00
5G	49	Cdn$49.00

and, initial non-interest bearing loans shall be:

Gilder	Up to US $40,000 in respect of cash to be provided to the Company as it shall formally request from time to time, by providing a minimum of seven (7) days prior written notice to Gilder. All monies so advanced are to be secured by Demand Promissory Notes supported by Guarantee and Security Agreements to be provided by 5G and Tan (in the forms specified in Schedules D and E).
5G	US $10,000 in respect of the deemed value, which will be no less than the fair market value, of certain equipment and software necessary to establish the operations of the Company, which are to be provided to the Company on a fully tax paid basis in Vancouver on or before June 15, 2003, as detailed in Schedule C.

3.02 Funds required from time to time by the Company will be obtained, to the greatest extent possible, by borrowing from a chartered bank or other institutional lender.

3.03 Except with the unanimous agreement of the Shareholders no Shareholder shall be obliged to enter into any agreement of guarantee with respect to the indebtedness of the Company or to pledge his credit on behalf of the Company, and the sole financial obligation of a Shareholder shall be as set forth in paragraphs 3.0l and 3.04 hereof. Any such guarantees shall be borne by the Shareholder pro rata in proportion to the shareholdings of common shares in the Company (at the time of demand for payment by such bank or institution) and if any of the Shareholders discharges any liabilities of the Company either direct1y or pursuant to such guarantee given hereunder, then the Shareholder discharging the liabilities shall have the right to be reimbursed by the party not so contributing so that in the end result, each of the Shareholders shall have contributed in proportion as aforesaid.

3.04 In the event that the Company is unable to obtain funds as provided in paragraph 3.02 hereof and approved by a majority of the Board, the Company may make a written request to all Shareholders for a loan. The Company's request for a loan shall be made to each Shareholder pro rata in proportion to his shareho1dings of common shares in the Company. A Shareholder shall advance the money required from him within 30 days of receipt of the written request for the loan. Unless specified in the Company's

request the Loans shall not bear interest. No Shareholder shall, so long as he remains a Shareholder, demand repayment of his Loan. If the Company repays the Loans, in whole or in part, it shall do so pro rata in proportion to each Shareholder's contribution by way of Loan.

3.05 The Shareho1ders shall postpone and subordinate all Loans to the permanent financing or other borrowing of the Company to the extent required by the Board.

3.06 Subject to 3.07 and except when precluded or otherwise prohibited by the terms of debt financing and to the extent permitted by law, the net profit of the Company avai1able for distribution, after making such provisions and transfers to reserves as shall be required in the opinion (expressed by resolution) of the Board to meet expenses or anticipated expenses, shall be distributed annually (unless otherwise unanimously agreed by the Shareholders), firstly by way of repayment of Loans on a pro rata basis, and secondly by way of dividend.

3.07 For the first 24 months from the effective date of this Agreement, it is agreed that the Company will retain and reinvest in its business all net profits earned.

3.08 In respect of the proprietary software to be provided by 5G to the JV and its grant of the exclusive North American license rights for the use of same, upon execution of this Agreement 5G herewith agrees to the use of same by the Company on a fully paid basis as part of its contribution.

PART 4 - RESTRICTIONS ON TRANSFER, RIGHT OF FIRST REFUSAL

4.01 Except as otherwise expressly permitted in this Agreement:

(a) No Shareholder shall sell, transfer or otherwise dispose of or offer to sell, transfer or dispose of any of their Investment, unless that Shareholder (the "Offeror") first offers the Company and the other Shareholder by notice in writing (the "Offer") de1ivered to the Secretary the prior right to purchase, receive or otherwise acquire the same;

(b) The Offer shall set forth:

(i) The Investment or part thereof offered for sale, which must:

(A) Be in a block so that for every common share offered for sale there must also be offered for sale the proportionate ratio as near as circumstances permit of the Offeror's Loan then outstanding; and

(B) Represent a minimum of 50% of the investment then held by the Offeror;

(ii) The consideration therefor, expressed in lawful money of Canada;

(iii) The terms and conditions of the sale:

(A) When and how said consideration is to be paid;

(B) If there is an unpaid balance of the said consideration upon closing, the payment

terms and the interest rate payable upon said unpaid balance;

(C) The security, if any, for the unpaid balance of the said consideration;

(iv) That the Offer shall either be accepted in its entirety or not at all, and that it is open for acceptance by the Company and the other Shareholder for a period of 60 days after receipt of such Offer by the Secretary;

(c) Upon receipt of the Offer, the Secretary shall forthwith:

(i) Transmit the Offer to each director of the Board;

(ii) Transmit the Offer to the other Shareholder; and

(iii) Call a meeting of the Board to consider the Offer;

(d) The Company shall have the first right to accept the Offer and to the extent that it is accepted the other Shareholder agrees to refuse any pro rata offer by the Company to purchase shares which may be required to be made by the Company under the Act or its Articles;

(e) If the Offer is not wholly accepted by the Company within 30 days after receipt thereof by the Secretary:

(i) The Secretary shall advise the other Shareholder of the extent to which the Offer is still open forthwith upon the expiration of the aforesaid 30 day period;

(ii) That portion of the Offer not accepted by the Company shall be open for acceptance within the next 14 days by the other Shareholder;

(iii) Acceptance by the other Shareholder shall be by written notice to the Secretary;

(iv) The Secretary shall advise the Company of the extent to which the Offer is still open forthwith upon the expiration of the aforesaid 14 day period;

(f) If, and to the extent the Offer is not accepted by the other Shareholder within the 14 days that it is open to them, the Company shall be entitled prior to the expiration of the Offer to accept the Offer with respect to that portion of the Investment as shall then be availab1e, in which event the other Shareholder agrees to refuse any pro rata offer by the Company to purchase shares which is required to be made by the Company under the Act or its Articles;

(g) Prior to the expiration of the 60 day period, the Secretary sha11 advise the Offeror whether the Offer has been accepted in its entirety and by whom;

(h) If the Offer is not wholly accepted within the 60 days that it is open, the Offeror may, within 120 days after the expiry of the 60 day period for acceptance, se11, transfer or otherwise dispose of that portion of their Investment comprising the remainder of the Offer as shall then be available for offer under this Part for sale to any other person, firm or corporation (a “Third Party”) for not less than the consideration and on no better terms and conditions than as set out in the Offer.

Upon the expiry of the said 120 day period without completion of a sale to a Third Party, the provisions of this paragraph 4.01 will again become applicable to the sale, transfer or other disposition of the Offeror's Investment or any part thereof and so on from time to time;

(i) No disposition of any Investment permitted by this paragraph 4.01 shall be made unless the Third Party shall have entered into an agreement with the other Shareholder and the Company by which the Third Party shall be bound by and entitled to the benefit of the provisions of this Agreement and the other Shareholder and the Company shall enter into such an agreement;

(j) Upon the acceptance of the Offer, the Company, the other Shareholder and the Third Party, as the case may be shall purchase, at the purchase price determined as aforesaid, the Investment (or that part thereof) of the Offeror being sold and the closing of the purchase thereof shall occur on the 30th day following the date of the last acceptance in respect to the Offer or, if that day is a non-judicial day; then on the next ensuing judicial day (or such other date as parties thereto may agree), at which time the appropriate parties shall execute and deliver such certified cheques, promissory notes, share certificates, instruments; conveyances, assignments, escrow agreements and releases as may be reasonably required to effect and complete the sale; and

(k) The other Shareholder and the Company covenant and agree, in respect to any Shareholder who shall have disposed of all their Investment in compliance with the provisions of this Agreement, to use their best efforts to cause to be discharged or cancelled any guarantee or pledge issued or granted by such Shareholder in respect of the Company.

4.02 Notwithstanding paragraph 4.0l(a), any Shareholder may sell, transfer or otherwise dispose of the whole or any of their Investment to any of their Affiliates provided that the Shareholder and the Affi1iate enter into an agreement with the other Shareholder that:

(a) The Affiliate will remain such so long as the Affiliate holds the Investment or any part thereof;

(b) Prior to the Affiliate ceasing to be such the Affi1iate will transfer its Investment back to the Shareholder or to another Affiliate of the Shareholder provided that such other Affi1iate enters into an agreement similar to this Agreement with the other Shareholder and the Company; and

(c) The Affiliate will otherwise be bound by and have the benefit of the provisions of this Agreement.

4.03 Except as specifically provided herein, no Shareholder shall mortgage, pledge, charge, hypothecate or otherwise encumber their Investment or any part thereof without the prior written consent thereto of the other Shareholder, which consent may be arbitrarily withhe1d without giving any reason therefore,

4.04 Notwithstanding any other provision of this Agreement, no Shareholder shall be entitled to sell, transfer or otherwise dispose of any of their Investment in accordance with paragraphs 4.0l or 4.02 if they are at such time a Defaulting Shareholder as defined in Part 8, unless prior to or concurrently with such sale, transfer or other disposition they cease to be a Defaulting Shareholder.

4.05 Notwithstanding any other provision of this Agreement, no Shareholder shall be entitled to sell transfer or otherwise dispose of any of their Investment or any part thereof without first obtaining:

(a) The prior written consent of the other Shareholders, if such action would permit any other party to accelerate or demand the payment of any indebtedness of the Company; or

(b) The consent of any other party, if such consent is required by agreement of the Company with that party.

4.06 Upon execution of this Agreement, the Shareholders shall surrender to the Company and there shall be legibly stamped or endorsed upon each certificate representing the Shares a statement as follows:

"The shares represented by this certificate are transferab1e only in compliance with and pursuant to the terms of an agreement between Glider, 5G, Tan and the Company dated for reference the 25th day of May, 2003."

PART 5 - COMPULSORY BUY-OUT

5.01 An Instigator desiring to offer all, but not less than all, of their Investment to the other Shareholder (the "Recipient") pursuant to this Part 5, shall deliver a notice in writing (the "Compulsory Offer") to the Secretary and the Recipient containing offers on the part of the Instigator:

(a) To sell to the Recipient their Investment stipulating the number and class of shares they own and the price per share of the proposed transfer, the product of which, together with the amount due the Instigator by way of Loan, will be the price of their Investment and stipulating the terms and conditions of sale; or

(b) To buy from the Recipient the Recipients' Investment at the price per share set by the Instigator pursuant to subparagraph (a), together with the amount due the Recipient by way of Loan, and stipulating that the sale of the Recipient's Investment is to be made on the same terms and conditions as set forth in subparagraph (a).

5.02 The Recipient shall be entitled at their option within 60 days from the date of the receipt of the Compulsory Offer, by notice in writing to the Secretary and the Instigator, to either:

(a) Buy the Instigator's Investment, at the price and upon the terms and conditions of purchase and sale contained in the Compulsory Offer; or

(b) Sell to the Instigator the Recipient's Investment at the price and upon the terms and conditions of purchase and sale contained in the Compulsory offer.

PART 6 – (intentionally blank)

PART 7 – (intentionally blank)

PART 8 – DEFAULT

8.01 It is an event of default (a “Default”) if a Shareholder (the "Defaulting Shareholder"):

(a) Fails to observe, perform or carry out any of their obligations hereunder and such failure continues for 30 days after the Shareholder not in default (the "Non-Defaulting Shareholder") has in writing demanded that such failure be cured;

(b) Fails to take reasonable actions to prevent or defend assiduously any action or proceeding in relation to any of their Investment for seizure, execution or attachment or which claims:

(i) Possession;

(ii) Sale;

(iii) Foreclosure;

(iv) The appointment of a receiver or receiver-manager of his assets; or

(v) Forfeiture or termination;

of or against, any of the Investment of the Defaulting Shareholder, and such failure continues for 30 days after a Non-Defaulting Shareholder has in writing demanded that such reasonable actions be taken or the Defaulting Shareholder fails to defend successfully any such action or proceeding;

(c) Becomes a bankrupt or commits an act of bankruptcy or if a receiver or receiver-manager of its assets is appointed or makes an assignment for the benefit of creditors or otherwise

8.02 It is also a Default and such Shareholder will be the Defaulting Shareholder and the other Shareholder the Non-Defaulting Shareholder if:

(a) Such Shareholder for any reason ceases to either:

(i) Be a Director of the Company; or

(ii) Have a Representative who is a Director of the Company; or

(b) With respect to a Shareholder that is a corporation, the Control of such corporate Shareholder is changed.

8.03 In the event of a Default under paragraph 8.0l, the Non-Defaulting Shareholder(s) may do any one or more of the following:

(a) Pursue any remedy available to them in law or equity, it being acknowledged by each of the Shareholders that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a Default;

(b) Take all actions in their own names or in the name of the Defaulting Shareholder, the Shareholders or the Company, that may reasonably be required to cure the Default, in which event all

payments, costs and expenses incurred therefor shall be payable by the Defaulting Shareholder to the Non-Defaulting Shareholder on demand with interest as provided in paragraph 4.01;

(c) Implement the buy-sell procedure as set out in paragraph 8.05 by notifying the Secretary of the Default and the name of the Defaulting Shareholder;

(d) If applicable, implement the Default Loan procedure as set out in paragraph 8.06 hereof; or

(e) Waive the Default provided, however, that any waiver of a particular Default shall not operate as a waiver of any subsequent or continuing Default.

8.04 In the event of a Default under paragraph 8.02, the Non-Defaulting Shareholder shall implement the buy-sell procedure as set out in paragraph 8.05 by notifying the Secretary of the Default and the name of the Defaulting Shareholder.

8.05 In the event the buy-sell procedure herein is implemented, the Defaulting Shareholder is deemed to offer to sell to the Company and the Non-Defaulting Shareholder all but not less than all of their Investment on the following terms and conditions:

(a) The price payable (the “Defaulting Investment Purchase Price”) for the Investment of the Defaulting Shareholder shall be the Investment Purchase Price;

(b) The terms and conditions of the sale shall be that:

(A) At closing, 25% of the said consideration is to be paid by certified cheque to the Offeror;

(B) At closing, there shall be delivered 3 promissory notes in favour of the Offeror each for 25% of the said consideration with the first dated 6 months after the closing date and the others 12 and 18 months thereafter respectively;

(C) The unpaid balance of the said consideration shall bear interest before and after the maturity of the promissory notes at the Prime Rate, such interest to be calculated and payable semi-annually in arrears;

(D) As security for the unpaid balance of the said consideration, the purchaser will, on the closing, execute and deliver an escrow agreement in the form of agreement annexed hereto as Schedule “B” (the Escrow Agreement); and

(E) At any time, and from time to time, the unpaid balance of the said consideration or any part thereof may be prepaid without notice, bonus or penalty in the reverse order of its maturity;

(c) The Investment shall be sold in accordance with the procedure specified in paragraphs 4.0l(c), (d) and (e) (as if the Defaulting Shareholder was the "Offeror and the Non-Defaulting Shareholder was the “Other”);

(d) After compliance with paragraph (c) hereof to the extent the Offer has not been accepted, the Company shall purchase such portion of the Interest as shall be available; and

(e) The provisions of paragraphs 4.01(j) and (k) shall apply as may be applicable.

8.06 In addition to the rights of the Non-Defaulting Shareholder provided for in paragraphs 8.03 and 8.04 hereof, if the Defaulting Shareholder defaults by refusing or failing to make a contribution or payment as provided in paragraph 3.04 hereof, then:

(a) The Non-Defaulting Shareholder may elect not to make their respective concomitant contribution or payment as provided in this paragraph in which case:

(i) The Non-Defaulting Shareholder shall not be considered to have committed an act of Default; and

(ii) The Defaulting Shareholder shall be considered to remain in Default notwithstanding the refusal of the Non-Defaulting Shareholder to make a contribution or payment;

(b) In the event the Non-Defaulting Shareholder has made their respective concomitant contribution or payment, they may elect to have the Company return such contribution or payment to them in which case:

(i) The shareholders shall cause the Company to forthwith pay to the Non-Defaulting Shareholder the amount of such contribution or payments; and

(ii) The Defaulting Shareholder shall be considered to remain in default;

(c) If the Non-Defaulting shareholder does not elect as provided in paragraphs (a) and (b), the Non-Defaulting Shareholder may elect to make, and are hereby authorized by the Defaulting Shareholder to make, such contribution or payment (the "Default Loan") on behalf of and for the account of the Defaulting Shareholder in which event the Defaulting Shareholder shall pay, or cause to be paid, to the Non-Defaulting Shareholder:

(i) The amount of the Default Loan;

(ii) The reasonable costs (exclusive of interest provided for in subparagraph (iii)) of the Non-Defaulting Shareholder relating to obtaining monies to make the Default Loan; and

(iii) Interest calculated and payable on the first business day of each and every month on the amount of the Default Loan outstanding from time to time equal to:

(A) The Prime Rate at the time the Default Loan is made plus 4% per annum, if any such monies are not borrowed by the Non-Defaulting Shareholder; or

(B) The rate of interest payable by the Non-Defaulting Shareholder to any arms-length third party on any monies borrowed by them to make the Default Loan plus 4% per annum.

8.07 If, and so long as a Shareholder is a Defaulting Shareholder, as a result of a default under paragraph 3.04, all monies payab1e to that Defaulting Shareholder by the Company by way of dividends,

repayment of loans or other distribution shall be paid to the Non-Defaulting Shareholder until they have received:

(a) The amount set out in paragraph 8.06(c); or

(b) If the Non-Defaulting Shareholder elected pursuant to paragraph 8.06(b), an amount equal to the concomitant contribution or payment already made by the Non-Defaulting Shareholder in the circumstances set out in paragraph 8.06(b); at which time the Defaulting Shareholder is no longer a Defaulting Shareholder; but in no event shall the Defaulting Shareholder be entitled to any amount of, or credit for, the amount not paid to it as aforesaid or any interest thereon.

8.08 Upon the request of the Non-Defaulting Shareholder, from time to time, the Defaulting Shareholder and the director of the Company nominated by them shall vote to ensure that any monies of the Company available for payment of dividends or repayment of loans will be paid by the Company in accordance with paragraph 8.07.

PART 9 - INTEREST

9.01 If a Shareholder is required by this Agreement to pay monies to the other Shareholder, other than Default Loans in which event Part 8 shall apply, such monies shall bear interest at the Prime Rate at the time the monies became payable plus 4% per annum calculated and paid monthly until repayment.

PART 10 - GENERAL PROVISIONS

10.01 This Agreement shall terminate:

(a) If the Company has a receiving order made against it, goes into bankruptcy either voluntarily or involuntarily, or makes a proposal to its creditors; or

(b) If the parties hereto consent in writing to the termination hereof.

10.02 Any Shareholder who shall have disposed of all of his Interest in compliance with the provisions of this Agreement shall he entitled to the benefit of and be bound by only the rights and obligations which arose pursuant to this Agreement prior to such disposition.

10.03 The Shareholders shall execute such further assurances and other documents and instruments and do such further and other things as may be necessary to implement and carry out the intent of this Agreement.

10.04 The provisions herein constitute the entire agreement between the Shareholders and supersedes all previous expectations, understandings, communications, representation and agreements whether verbal or written between the Shareholders with respect to the subject matter hereof.

10.05 Unless otherwise specified herein, any notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by prepaid registered mail, telexed or telegraphed to, or delivered at the address of the other party hereinafter set forth:

If to Gilder Enterprises, Inc.: at its registered offices located at 2300 West Sahara Avenue, Suite 500, Las Vegas, Nevada, USA 89102, Attention: President;

If to 5G Wireless Communications Pte Ltd.: at its registered offices located at Penthouse Level, Suntec Tower 3, 8 Temasek Boulevard, Singapore 038988, Attention: President;

If to Michael Peh Hin Tan: at his residence located at #4, Kengchin Road, Singapore, 258707 with a copy to 1344 Whitby Road, West Vancouver, BC, Canada V7S 2N5, Attention: Mr. Dennis Tan

If to the Company: at its registered offices located at 3639 Garibaldi Drive, North Vancouver, BC, Canada, V7H 2W2, Attention: President;

or at such other address as the parties may from time to time direct in writing, and any such notice shall be deemed to have been received, if mailed, telefaxed or telegraphed, 72 hours after the time of mailing, faxing or telegraphing, and if delivered, upon the date of delivery. If normal mail service, telex service or telegraph service is interrupted by strike, slowdown, force majeure or other cause, a notice sent by the impaired means of communication will not be deemed to be received until actually received and the Party sending the notice shall utilize any other such services which have not been interrupted or shall deliver such notice in order to ensure prompt receipt thereof.

10.06 Time shall be of the essence hereof.

10.07 All disputes between the parties arising under this Agreement, which the parties are unable to resolve between themselves within 30 days, will be resolved by arbitration under the rules of the British Columbia International Commercial Arbitration Centre ("BCICAC") by a sole arbitrator subject to the following:

(a) Any party may refer any dispute to arbitration by notice to the other and, within 30 days after receipt of such notice, the parties will endeavour to agree on the appointment of a sole arbitrator, who will be capable of commencing the arbitration within 21 days of his appointment. In the event that the parties are unable to agree on an arbitrator, the parties agree to be bound by the rules of the BCICAC providing for the appointment of a sole arbitrator. The arbitrator will be an individual who by a combination of education and experience is competent to adjudicate the matter in dispute and who has indicated his willingness and ability to act as arbitrator

(b) The decision of the arbitrator will be final and binding upon each of the parties and will not be subject to appeal or judicial review.

10.08 This Agreement shall enure to the benefit of and be binding upon the parties and their respective personal representatives, successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

GILDER ENTERPRISES, INC.

Per: */s/ Joseph Bowes*
Authorized Signatory

Name: Joseph Bowes

Title: President

5G WIRELESS COMMUNICATIONS PTE LTD.

Per: */s/ Michael Tan*
Authorized Signatory

Name: Michael Tan

Title: Director

Signed, sealed and delivered by:

MICHAEL PEH HIN TAN (seal)

/s/ Michael Tan
Signature

In the presence of:

WITNESS: */s/ Hsien Loong Wong*
Signature

Name: Hsien Loong Wong

Occupation: Manager

Address: 1807-3970 Corrigan Court,

Burnaby

SCHEDULE A

TO THAT SHAREHOLDERS AGREEMENT BETWEEN Gilder Enterprises, Inc., 5G Wireless Communications Pte Ltd., Tan and Nex Connectivity Solutions Inc. (the "Company") dated for reference the 25th day of May, 2003.

DEFINITIONS

In this Agreement, the following words and phrases, unless there is something in the context inconsistent therewith, will have the following meanings:

1. "Act" means the Canada Business Corporations Act, R.S., 1985, c. C-44, such as it may be amended from time to time.

2. "Affiliate" means, with respect to any Shareholder, any corporation which is directly or indirectly controlled by such Shareholder, and if any Shareholder shall be a corporation means, in addition to the foregoing, any corporation which Controls such corporate Shareholder.

3. "Articles" means the articles of the Company filed at the offices of the Corporations Directorate under the provisions of the Canada Business Corporations Act such as they may be amended from time to time.

4. "Auditors" means the auditors of the Company from time to time or, where the Company does not have auditors, its independent accountant.

5. "Bank" means the banker of the Company from time to time.

6. "Board" means the board of directors of the Company.

7. "Common Share Purchase Price" means from time to time in relation to a Shareholder and in relation to the Company, that amount which is the product of the number of common shares of the Company registered in the name of such Shareholder and the value per common share of the Company which is issued and outstanding to any Shareholder as of the Valuation Date, based on the latest financial statements of the Company and determined by the Auditors as follows:

(a) Subject to the following subparagraphs of this definition, the determination of the value per common share shall be determined by the Company's Auditors in accordance with generally accepted accounting principles, consistently applied;

(b) Value attributed to goodwill shall be nil;

(c) No reduction or premium shall be included as a result of a minority or majority position;

(d) Upon the death of a Shareholder (or a Shareholder's Representative), life insurance proceeds (if any) received by the Company shall not be taken into account in the valuation of that Shareholder's Common Share Purchase Price;

(e) The determination of the Auditors shall be final and conclusive; and

(f) The value per common share of the Company is the greater of:

(I) Operating Value Per Share computed as follows:

1. Compute an annualized net income after tax amount by multiplying by four (4) the Company's net income after tax for the most recent preceding quarter of operations;

2. Normalize the said annualized net income amount in item 1. above for:

(i) Annual expenses not properly reflected in the quarterly results;

(ii) Any non-recurring expenses included in the above computation, and;

(iii) Any expenses not be reflected in the Company's financial statements by warrant of the fact that they relate to goods or services provided to the Company by a Shareholder for consideration other than fair market value;

3. Add to the normalized annualized net income after tax, the amount of any interest charges (after tax) on capital asset borrowings;

4. Multiply the resulting amount in item 3. by an arbitrary price earnings multiple of ten (10).

5. Deduct from the resulting amount in item 4. all Company borrowings, including amounts due to Shareholders;

6. Divide the resulting amount in item 5. by the number of common shares issued.

(II) Break-up Value Per Share computed as follows:

1. Compute the fair market value of the assets, including contract rights, owned by the Company, including any contract rights for the provision of Internet access services, as represented by the supportable cash value consideration that each individual asset would command, either individually or collectively, in a sale to an independent third party;

2. Deduct from the resulting amount in item 1. all Company indebtedness and borrowings, including amounts due to Shareholders;

3. Divide the resulting amount in item 2. by the number of common shares issued.

8. "Control" or "Controls" means:

(a) The right to exercise a majority of the votes which may be put at a general meeting of the company; and

(b) The right to elect or appoint directly or indirectly a majority; of the directors of the company or other persons who have the right to manage or supervise the management of the affairs and business of the company.

9. “Instigator” means any Shareholder (or Shareholders) who elects to give the Compulsory Offer provided in Part 5.

10. “Investment” means all the right, title and interest of a Shareholder in and to any of the Shares, any Loan and accrued interest thereon (if any), and any other right or claim the Shareholder may have against the Company as a Shareholder, as well as that Shareholder’s interest in and to this Agreement.

11. “Investment Purchase Price” means, at the Valuation Date in relation to a Shareholder, the sum of his Loan and accrued interest thereon (if any) and the Common Share Purchase Price, less the amount of any advances or loans made by the Company to such Shareholder plus accrued interest thereon (if any).

12. “Loan” means at the relevant time, and in relation to a specific shareholder any amounts advanced by a Shareholder to the Company that are then outstanding.

13. “Prime Rate” means the rate of interest from time to time charged by the Bank in accordance with prevailing market conditions on short term loans made to and accepted by its large commercial customers with the highest credit rating.

14. “Representative” means an individual that is designated as such by a corporate Shareholder or some other person who is firstly approved in writing by the other Shareholders.

15. “Secretary” means at the relevant time the secretary of the Company.

16. “Shareholders” means Gilder or 5G or their respective successors or permitted assigns and “Shareholder” means any one of them.

17. “Shares” means at the relevant time the common shares in the capital of the Company issued and then outstanding.

18. “Valuation Date” means with respect to the determination of a Shareholder's Common Share Purchase Price and Loan the last day of the month immediately preceding:

(a) The date of receipt by the Secretary of the Offer under Section 4; or

(b) The date of a Default under Section 8;

as the case may be.

SCHEDULE B

TO THAT SHAREHOLDERS AGREEMENT BETWEEN Gilder Enterprises, Inc., 5G Wireless Communications Pte Ltd., Tan and Nex Connectivity Solutions Inc. (the “Company”) dated for reference the 25th day of May, 2003.

ESCROW AGREEMENT

THIS AGREEMENT made the _____ day of _____ , _____ .

BETWEEN:

GILDER ENTERPRISES, INC., a Nevada corporation, having its registered offices at 2300 West Sahara Avenue, Suite 500, Las Vegas, Nevada, USA 89102

(hereinafter called “Gilder”)

5G WIRELESS COMMUNICATIONS PTE LTD., a Singapore corporation, having its registered offices at Penthouse Level, Suntec Tower 3, 8 Temasek Boulevard, Singapore 038988.

(hereinafter called “5G”)

AND:

NEX CONNECTIVITY SOLUTIONS INC., a Canadian corporation, having its registered offices at 3639 Garibaldi Drive, North Vancouver, British Columbia, Canada, V7H 2W2.

(hereinafter called the “Escrowholder”)

WHEREAS:

A. By an agreement dated for reference the 25th day of May, 2003 (hereinafter called the "Shareholders Agreement”) between, inter alia, the Vendor and the Purchaser, it was agreed that, in certain circumstances, in the event of a sale and purchase of shares in the capital of Nex Connectivity Solutions Inc. (hereinafter called the “Company”) that any unpaid portion of the purchase price would be secured by the execution and delivery of an escrow agreement;

B. The Vendor is selling and the Purchaser is buying shares in the Company (hereinafter called the "Vendor’s Shares”);

NOW THEREFORE THIS AGREEMENT WITNESSES THAT for and in consideration of the premises and the covenants and agreements herein contained, the parties declare and agree as follows:

1. The Purchaser has delivered to the Escrowholder a sealed envelope (and the Escrowholder acknowledges receipt thereof) containing the following documents, which shall be held by the Escrowholder in escrow subject to the terms and conditions of this Agreement:

(a) Share Certificate(s) Numbered _____ in the name of the Purchaser representing _____ common shares in the capital of the Company duly endorsed in blank for transfer;

(b) A certified copy of a resolution of the directors of the Company consenting to the transfer of the shares represented by the said share certificate to the Vendor;

(c) A copy of the Shareholders' Agreement;

(d) An executed copy of the agreement of purchase and sale (hereinafter called the "Share Purchase Agreement") of the Vendor's Shares, if any;

which documents, together with any other documents from time to time delivered to the Escrowholder by the Purchaser pursuant to this Agreement are hereinafter called the "Escrow Documents".

2. The Escrowholder shall hold the Escrow Documents in escrow and undelivered; and,

(a) Shall deliver the Escrow Documents to the Purchaser thirty (30) days after receipt by the Escrowholder of a statutory declaration sworn by the Purchaser (or an authorized signatory of the Purchaser, if applicable) stating that all of the obligations of the Purchaser pursuant to this Agreement, the Shareholders Agreement and the Share Purchase Agreement (hereinafter collectively called the "Agreements"), have been performed and completed in full, (together with a certificate of incumbency of the authorized signatory of the Purchaser executed under seal by the secretary of the Purchaser, if applicable) unless then prohibited by an Order of a Court of competent jurisdiction; or,

(b) Shall deliver the Escrow Documents to the Vendor thirty (30) days after the receipt by the Escrowholder of a statutory declaration sworn by the Vendor (or an authorized signatory of the Vendor, if applicable) stating that the Purchaser is in default of the terms of this Agreement, or the Shareholders' Agreement or the Share Purchase Agreement, the specifics of such default, and that such default has continued for 14 days after written notice thereof has been given to the Purchaser by the Vendor, unless then prohibited by an order of a Court of competent jurisdiction or unless the Purchaser shall before then have delivered to the Escrowholder a certified cheque payable to the Vendor in an amount sufficient to satisfy the unpaid portion of the purchase price (the acknowledgment of the Vendor in writing being sufficient authority as to the sufficiency of the said cheque) and the Escrowholder shall forthwith upon receipt of any such cheque deliver it to the Vendor;

whichever shall first occur provided that in the event that a Statutory Declaration is received by the Escrowholder pursuant to subparagraph (a) of this part then, until a determination has been made pursuant thereto, the provisions of subparagraph (b) of this part shall be inoperative and in the event that a Statutory Declaration is received the Escrowholder pursuant to subparagraph (b) of this part then, until a final determination has been made pursuant thereto, the provisions of subparagraph (a) of this part shall be inoperative. In the event that the Purchaser should make an application to a Court as is contemplated pursuant to paragraph 2 hereof and such Court should find as a fact that there has been a default under the

terms of this Agreement, or the Shareholders' Agreement, or the Share Purchase Agreement, then regardless of the final decision of such Court, the Vendor shall be entitled to recover from the Purchaser, all of its respective costs incurred in defending or responding to such a Court application on a solicitor and his own client basis.

3. Upon receipt of the statutory declaration referred to in subparagraph 2(a) of this Agreement the Escrowholder shall forthwith give notice in writing to the Vendor of such receipt and shall send with such notice a copy of the statutory declaration. Upon receipt of the statutory declaration referred to in subparagraph 2(b) of this Agreement the Escrowholder shall forthwith give notice in writing to the Purchasers of such receipt and shall send such notice a copy of the statutory declaration.

4. In the event the Vendor may require it, the Vendor may appoint a substitute escrowholder provided that such escrowholder is licensed to carry on a trust or banking business in Canada or that the Purchaser and the Vendor otherwise jointly agree on the substitute escrowholder appointed.

5. Until and unless the Escrowholder receives a statutory declaration from the Vendor as is contemplated in subparagraph 2(b) hereof and pursuant to which it delivers the Ecrow Documents to the Vendor, the Purchaser shall be entitled:

(a) Subject to the provisions of the relevant company act, to exercise all voting rights with respect to the Vendor's Shares for all purposes not inconsistent with the terms of the Agreements;

(b) Subject to the provisions of the relevant company act, to receive all dividends and other distributions in respect of the Vendor's Shares made in compliance with the provisions of the Agreements provided, however, that:

(i) Any share representing stock dividends or distributions in respect of the Vendor's Shares or resulting from a split, revision or reclassification of the Vendor's Shares, or received in exchange for the Vendor's Shares as a result of an amalgamation or merger, shall be pledged and deposited with the Escrowholder hereunder; and

(ii) 1/2 of any cash dividends paid to the Purchasers in respect of the Vendor's Shares shall forthwith be paid by the Purchasers to the Vendor to reduce the amounts of the unpaid balance of the purchase price for the Vendor's Shares;

(c) Subject to the other provisions of the Agreements and all other agreements made pursuant thereto, to conduct the operations of the Company in such manner as it may consider in the best interests of the Company.

6. In the event that the Vendor gives the Escrowholder notice as is provided in subparagraph 2(b), all dividends shall be paid to the Escrowholder and held by it and if the Escrow Documents are delivered to the Vendor as is contemplated hereunder, any dividends paid from the time of the notice until delivery of the Escrow Documents shall be remitted by the Escrowholder to the Vendor.

7. The remedies of the Vendor hereunder are in addition to and shall be concurrent with and without prejudice to and not in substitution for any rights or remedies at law or in equity which the Vendor may have to enforce its under the Share Purchase Agreement, the Shareholders' Agreement or any agreements made pursuant thereto.

8. Any notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by prepaid registered mail, telexed or telegraphed to, or delivered at, the address of the other party hereinafter set forth:

If to Gilder Enterprises, Inc.: at its registered offices located at 2300 West Sahara Avenue, Suite 500, Las Vegas, Nevada, USA 89102, Attention: President;

If to 5G Wireless Communications Pte Ltd.: at its registered offices located at Penthouse Level, Suntec Tower 3, 8 Temasek Boulevard, Singapore 038988, Attention: President;

If to the Escrowholder: at its registered offices located at 3639 Garibaldi Drive, North Vancouver, BC, Canada, V7H 2W2, Attention: President;

or at such other address as the parties may from time to time direct in writing, and any such notice shall be deemed to have been received, if mailed, telefaxed or telegraphed, 72 hours after the time of mailing, faxing or telegraphing, and if delivered, upon the date of delivery. If normal mail service, telex service or telegraph service is interrupted by strike, slowdown, force majeure or other cause, a notice sent by the impaired means of communication will not be deemed to be received until actually received and the Party sending the notice shall utilize any other such services which have not been interrupted or shall deliver such notice in order to ensure prompt receipt thereof.

9. The Purchaser shall pay from time to time the reasonable fees and expenses of the Escrowholder in connection with the performance of its duties hereunder and the Vendor guarantees payment thereof. The Purchaser and the Vendor shall indemnify and save harmless the Escrowholder of and from all other claims, demands, damage, loss and expense arising out of its performance of its duties hereunder.

10. The Escrowholder shall be deemed to have no notice or knowledge of the contents of the sealed envelope delivered hereunder and shall have no responsibility in respect of loss of the Escrow Documents except the duty to exercise reasonable care in the safekeeping thereof. The Escrowholder may act herein on the advice of Counsel but shall not be responsible for acting or failing to act on the advice of Counsel.

11. This Agreement shall enure to the benefit of and be binding upon the Vendor, the Purchasers and the Escrowholder and their respective personal representatives successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

GILDER ENTERPRISES, INC.

Per: _____
Authorized Signatory

Name: _____
Title: _____

5G WIRELESS COMMUNICATIONS PTE. LTD.

Per: _____
Authorized Signatory

Name: _____
Title: _____

NEX CONNECTIVITY SOLUTIONS INC.

Per: _____
Authorized Signatory

Name: _____
Title: _____

SCHEDULE C

TO THAT SHAREHOLDERS AGREEMENT BETWEEN Gilder Enterprises, Inc., 5G Wireless Communications Pte Ltd., Tan and Nex Connectivity Solutions Inc. (the "Company") dated for reference the 25th day of May, 2003.

EQUIPMENT AND SOFTWARE TO BE PROVIDED BY 5G

Item			Fair Market Value as at May 31, 2003
Equipment			
1. Lucent Remote Outdoor Router	S/N 00UT38261186		US$800
2. Lucent Access Point	S/N 00UT46251749		$500
3. Lucent Access Point	S/N 00UT43251420		$500
4. Lucent Access Point	S/N 00UT40260357		$500
5. Lucent Access Point	S/N 00UT43260198		$500
6. Lucent Access Point	S/N 00UT45272142		$500
7. 12 wireless cards and peripheral antenna connectors for items 1. to 6.			US$1,200
		Equipment subtotal	US$4,500
Software			
8. Proprietary Radius Authentication Software + Random Password/UserID Input (Prepaid Cards)			US$7,500
– This software authenticates a qualified user, tracks his usage to prevent multiple simultaneous access, and locks out unpaid users.			
Total Equipment and Software			US$12,000

SCHEDULE D

TO THAT SHAREHOLDERS AGREEMENT BETWEEN Gilder Enterprises, Inc., 5G Wireless Communications Pte Ltd., Tan and Nex Connectivity Solutions Inc. (the “Company”) dated for reference the 25th day of May, 2003.

GUARANTEE AGREEMENT

THIS AGREEMENT made the 25th day of May, 2003,

BETWEEN:

GILDER ENTERPRISES, INC., a Nevada corporation, having its registered offices at 2300 West Sahara Avenue, Suite 500, Las Vegas, Nevada, USA 89102

Hereinafter called the "Lender",
OF THE FIRST PART,

- and -

[insert name of Guarantor], a *[insert jurisdiction of incorporation / nationality] [corporation], [resident / having its registered offices]* at . *[insert address]* .

Hereinafter called the "Guarantor",
OF THE SECOND PART.

WHEREAS *[insert name of JV entity debtor]* (the "Debtor") was established in order to pursue the *[insert jurisdiction]* operations of a North American joint venture (“JV”) between the Lender, 5G Wireless Communications Pte Ltd, and Michael Peh Hin Tan, with the purpose of building a specialized Internet access networks business in Canada;

AND WHEREAS 5G Wireless Communications Pte Ltd. is a Singapore company controlled by the Tan;

AND WHEREAS pursuant to a Shareholder Agreement dated the 25th day of May, 2003 (the “Agreement”) between the Lender, 5G Wireless Communications Pte Ltd. and Tan, the Debtor will be indebted to the Lender for funds to be advanced from time to time under the Agreement;

AND WHEREAS, pursuant to the Agreement to which the Guarantor is a party, the indebtedness of the Debtor to the Lender will be evidenced by Demand Promissory Notes issued from time to time and on such terms as are provided for in the Agreement;

AND WHEREAS the Lender has:

1. Committed substantial working capital and significant management resources to the start-up and ongoing operations of the planned JV business, whose ultimate success will depend completely upon the continuing good faith performance and ongoing best efforts of the Guarantor to succeed;

2. Provided funding for substantially all of the initial cash requirements of the Debtor;

3. Contributed a significantly larger shareholder loan than 5G based upon the respective ownership interests in the Debtor, from which contribution 5G stands to benefit;

4. Undertaken to apply its best efforts to secure future funding for the JV, which will require the Lender to:

   a) expend significant ongoing corporate resources and management time in pursuing a US public market listing for its shares;
   b) base its regulatory filings in this regard substantively on its interest in the JV business; and
   c) while there can be no assurance that the Lender will be successful in attaining a public listing, all costs incurred by the Lender in this regard would be directly attributable to the present commitments of the Guarantor.

NOW THIS AGREEMENT WITNESSETH that, in consideration of the premises, the Guarantor covenants and agrees with the Lender as follows:

SECTION I

GUARANTEE

1.1 The Guarantor unconditionally guarantees and covenants with the Lender that the Debtor will duly and punctually pay to the Lender the principal of, interest on and all other moneys owing under the Demand Promissory Notes as and when the same become due and payable according to the terms of the Demand Promissory Notes.

1.2 The Guarantor hereby acknowledges communication of the terms of the Demand Promissory Notes, as provided for in the Agreement, and consents to and approves of the same. The Guarantee herein contained shall take effect and be binding upon the Guarantor notwithstanding any defect in or omission from the Demand Promissory Notes or any non-registration or non-filing or defective registration or filing or by reason of any failure of the security intended to be created by the Demand Promissory Notes.

1.3 The liability of the Guarantor under Section 1.1 hereof shall be joint and several with that of the Debtor and shall be absolute and unconditional. The Guarantor shall for all purposes of the guarantee be regarded as in the same position as a principal debtor, and hereby expressly waives judgment, demand, presentment, protest and notice thereof and of default. The obligation of the Guarantor hereunder shall be deemed to arise in respect of each default.

SECTION II

DEFAULT AND ENFORCEMENT

2.1 If the Debtor shall default in making payment of the principal of, interest on or any other moneys owing under the Demand Promissory Notes as and when the same become due and payable, then the Guarantor shall forthwith on demand by the Lender pay to the Lender the principal, interest and other moneys in default.

2.2 If the Guarantor shall fail forthwith on demand to make good any such default, the Lender may in its discretion proceed with the enforcement of its rights hereunder and may proceed to enforce such rights or from time to time thereof prior to, contemporaneously with or after any action taken under the Demand Promissory Notes.

2.3 All sums paid to or recovered by the Lender pursuant to the provisions hereof shall be applied by it in payment of the principal, interest and other moneys owing on the Demand Promissory Notes in such order as the Lender in its sole discretion may determine.

2.4 The Lender may waive any default of the Guarantor hereunder upon such terms and conditions as it may determine provided that no such waiver shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

2.5 Any moneys paid by or recovered from the Guarantor hereunder shall be held to have been paid *pro tanto* in discharge of the liability of the Guarantor hereunder, but not in discharge of the liability of the Debtor, and in the event of any such payment by or recovery from the Guarantor, the Guarantor hereby assigns any rights with respect to or arising from such payment or recovery (including without limitation any right of subrogation) to the Lender unless or until the Lender has received in the aggregate payment in full of all moneys owing on the Demand Promissory Notes.

SECTION III

RELEASE AND DISCHARGE

3.1 The liability of the Guarantor hereunder shall not be limited, released, discharged or in any way affected by any release, loss or alteration in or dealing with the security under the Demand Promissory Notes, or by time being given to the Debtor or to any person whomsoever by the Lender; or by any amendment of the Demand Promissory Notes; or by any compromise, arrangement, composition or plan of reorganization affecting the Debtor or the security under the Demand Promissory Notes; or by release of any person liable directly or as surety or otherwise; or by waiver of any default under the Demand Promissory Notes, or by any dealings whatsoever between the Lender and the Debtor or any other person or person whomsoever, or by any other act, omission or proceedings in relation to the Demand Promissory Notes or this Agreement whereby the Guarantor might otherwise be released or exonerated or the liabilities and obligations of the Guarantor hereunder affected.

3.2 After all moneys payable by the Debtor under the Demand Promissory Notes have been paid in full, this Guarantee will cease and become null and void and the Lender shall, at the request of and at the expense of the Guarantor execute and deliver a Release to the Guarantor.

SECTION IV

MISCELLANEOUS

4.1 This Agreement shall be governed by or construed exclusively in accordance with the laws of the province of British Columbia, Canada.

4.2 In this Agreement, the singular includes the plural and gender refers to all genders.

4.3 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, representations and proposals written or oral, relating to its subject matter.

4.4 Any notice to be given hereunder shall be valid and effective if such notice is sent by first class mail, postage prepaid, addressed to or personally delivered:

to the Lender at:

2300 West Sahara Avenue, Suite 500
Las Vegas, Nevada
USA 89102

and to the Guarantor at:

[insert Guarantor's notice address]

with a copy to

[insert alternate Guarantor's notice address, as appropriate]

Any notice so given by mail shall be deemed to have been given on the third business day following the date of mailing and any notice so given by being personally delivered shall be deemed to have been given when so delivered.

4.5 Any term or provision of this Agreement can be modified only with the written consent of both parties. The failure of either party to exercise any right or to insist on strict compliance with the provisions hereof shall not constitute a waiver of the provisions of this Agreement with respect to any other or subsequent breach hereof nor a waiver of its right to require strict compliance with the provisions of this Agreement.

SECTION V

LIMITATION OF LIABILITY

5.1 Notwithstanding anything herein contained, it is agreed by and between the Lender and the Guarantor that the liability of the Guarantor hereunder shall be limited to the sum of US $75,000 and interest thereon at the rate of Bank Prime (as determined from time to time by the Debtor's bank) plus 4% from the date of demand by the Lender on the Guarantor hereunder until payment in full by the Guarantor of all moneys owing hereunder.

IN WITNESS WHEREOF the Guarantor has executed these presents.

[If individual sign as:]
Signed, sealed and delivered by:

[insert Guarantor name] (seal)

_____
Signature

In the presence of:

WITNESS:

_____
Signature

Name: _____
Occupation: _____
Address: _____

_____

_____

[If corporation sign as:]

[insert Guarantor name]

Per: _____
Authorized Signatory

Name: _____
Title: _____

SCHEDULE E

TO THAT SHAREHOLDERS AGREEMENT BETWEEN Gilder Enterprises, Inc., 5G Wireless Communications Pte Ltd., Tan and Nex Connectivity Solutions Inc. (the “Company”) dated for reference the 25th day of May, 2003.

SECURITY AGREEMENT

THIS AGREEMENT made this 25th day of May, 2003

BETWEEN:

GILDER ENTERPRISES, INC., a Nevada corporation, having its registered offices at 2300 West Sahara Avenue, Suite 500, Las Vegas, Nevada, USA 89102

Hereinafter called the "Lender",
OF THE FIRST PART,

- and -

[insert name of Guarantor], a *[insert jurisdiction of incorporation / nationality] [corporation]*, *[resident / having its registered offices]* at *[insert address]* .

Hereinafter called the "Guarantor",
OF THE SECOND PART.

WHEREAS *[insert name of JV entity debtor]* (the "Debtor") was established in order to pursue the *[insert jurisdiction]* operations of a North American joint venture (“JV”) between the Lender, 5G Wireless Communications Pte Ltd, and Michael Peh Hin Tan, with the purpose of building a specialized Internet access networks business in Canada;

AND WHEREAS 5G Wireless Communications Pte Ltd. is a Singapore company controlled by the Tan;

AND WHEREAS pursuant to a Shareholder Agreement dated the25th day of May, 2003 (the “Agreement”) between the Lender, 5G Wireless Communications Pte Ltd. and Tan, the Debtor will be indebted to the Lender for funds to be advanced from time to time under the Agreement;

AND WHEREAS, pursuant to the Agreement to which the Guarantor is a party, the indebtedness of the Debtor to the Lender will be evidenced by Demand Promissory Notes issued from time to time and on such terms as are provided for in the Agreement;

AND WHEREAS pursuant the Agreement, the Guarantor has provided to the Lender its Guarantee of the indebtedness of the Debtor;

1. **Grant of Security Interest**

As a general and continuing security for the payment of all obligations, indebtedness and liabilities of the Debtor or the Guarantor to the Lender whether incurred prior to, at the time of, or subsequent to the execution hereof, including extensions or renewals, and all other liabilities of the Debtor or the Guarantor to the Lender direct or indirect, wheresoever and howsoever incurred and any ultimate unpaid balance thereof, including, without restricting the generality of the foregoing, advances to the Debtor under fixed or revolving credits established from time to time, letters of credit whether or not drawn upon, issued by the Lender with respect to the Debtor, and the obligation and liability of the Guarantor under any contract of guarantee now or hereafter in existence whereby the Guarantor guarantees payment of the debts, liabilities and obligations of a third party to the Lender, (all of the foregoing being herein called, and included in, the "Obligations"), the Guarantor hereby grants to the Lender a continuing security interest in all of the undertakings of the Guarantor and in all Goods, Chattel Paper, Documents of Title, Instruments, Intangibles, Securities and any other personal property or rights now or hereafter owned or acquired by the Guarantor (all of the foregoing being herein called, and included in, the "Collateral").

2. **Representations and Warranties of Guarantor**

The Guarantor hereby warrants and agrees with the Lender as follows:

(a) The Guarantor will not, during the currency of this Agreement, give any further or other security agreement covering the Collateral to any party other than the Lender and no financing statement (other than any which may be filed on behalf of the Lender) covering any of the Collateral is now or will be on file in any public office while this Security Agreement remains outstanding, save that the Guarantor may create a purchase money security interest in collateral hereafter acquired but only if such interest is perfected and notification thereof given to the Lender pursuant to the provisions of the governing statutes in that behalf.

(b) That except for the security interest granted hereby, the Guarantor is, or, as to Collateral acquired after the date hereof (save a purchase money security interest as above described) will be the owner of the Collateral, free from any adverse lien, security interest or encumbrance, and agrees that it will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

(c) The Guarantor's principal place of *[residence/business]* where it keeps its records respecting the Collateral, is that given at the beginning of this Agreement and all other places assets of the Guarantor may be located are listed on Schedule "A" hereto. If the Guarantor changes its principal place of *[residence/business]*, or the locations where it keeps its assets respecting the Collateral, or acquires other assets, or establishes other places of *[occasional residence/business]*, it will promptly notify the Lender.

(d) The Guarantor shall from time to time forthwith on request furnish to the Lender in writing all information requested relating to the Collateral and the Lender shall be entitled from time to time to inspect the aforesaid Collateral and to take temporary

custody of and make copies of all documents relating to the Collateral and for such purposes the Lender shall have access to all premises occupied by the Guarantor or where the Collateral or any of it may be found.

(e) The Guarantor shall from time to time forthwith on the Lender's request do, make and execute all such financing statements, further assignments, documents, acts, matters and things as may be required by the Lender of or with respect to the Collateral or any part thereof or as may be required to give effect to these presents, and the Guarantor hereby constitutes and appoints the Manager or acting Manager for the time being of the above-mentioned office of the Lender, or any receiver appointed by the Court or Lender as hereafter set out, the true and lawful attorney of the Guarantor irrevocably with full power of substitution to do, make and execute all such assignments, documents, acts, matters or things with the right to use the name of the Guarantor whenever and wherever it may be deemed necessary or expedient.

(f) The Guarantor shall keep the inventory and equipment insured against loss by fire and such other risks as the Lender may reasonably require for their full insurable value and will pay all premiums in connection with such insurance. All policies of insurance and the proceeds thereof will be held in trust by the Guarantor for the benefit of the Lender under the provisions of this Agreement. If the Guarantor neglects to provide such insurance, the Lender may obtain the same and charge the premiums therefor to the Guarantor, together with interest at the rate currently charged to the Guarantor under its obligations to the Lender at the date of payment of the premium by the Lender.

2. **Default**

At the option of the Lender, the security hereby granted shall become enforceable upon the happening of any of the following events:

(a) If the Debtor or the Guarantor fail to pay or perform when due any of the Obligations;

(b) If the Debtor or the Guarantor fail to perform any provisions of this Agreement or of any other agreement to which the Debtor or the Guarantor and the Lender are parties;

(c) If any of the representations and warranties in this Agreement was incorrect when made or deemed to have been made;

(d) If the Debtor or the Guarantor ceases or threatens to cease to carry on its business, commits an act of bankruptcy, becomes insolvent, makes an assignment or bulk sale of its assets, or proposes a compromise or arrangement to its creditors;

(e) If any proceeding is taken with respect to a compromise or arrangement, or to have the Debtor or the Guarantor declared bankrupt or wound up, or to have a receiver appointed of any part of the Collateral or if any encumbrancer takes possession of any part thereof;

(f) If any execution, sequestration or other process of any court becomes enforceable against the Debtor or the Guarantor or if any distress or analogous process is levied upon the Collateral or any part thereof;

(g) If the Lender in good faith believes that the prospect of payment or performance of any of the Obligations is impaired;

and in such event:

(a) The Lender may, in addition to any other rights, appoint by instrument in writing a receiver of all or any part of the collateral and remove or replace such receiver from time to time or may institute proceedings in any Court of competent jurisdiction for the appointment of such a receiver. Where the Lender is hereafter in this paragraph referred to the terms shall, where the context permits, include any Receiver so appointed and the officers, employees, servants or agents of such Receiver.

(b) The Guarantor will forthwith upon demand assemble and deliver to the Lender possession of all the Collateral at such place as may be specified by the Lender. In any event, at its option the Lender may take such steps as it considers necessary or desirable to obtain possession of all or any part of the Collateral, and to that end the Guarantor agrees that the Lender may by its servants, agents or Receiver at any time during the day or night, enter upon lands and premises, and if necessary break into houses, buildings and enclosures, wheresoever and whatsoever where the Collateral may be found for the purpose of taking possession of and removing the Collateral or any part thereof.

(c) The Lender may seize, collect, realize, borrow money on the security of, release to third parties or otherwise deal with the Collateral or any part thereof in such manner, upon such terms and conditions and at such time or times as may seem to it advisable and without notice to the Guarantor (except as otherwise required by any applicable law), and may charge on its own behalf and pay to others reasonable sums for expenses incurred and for services rendered (expressly including legal advices and services, and receivers and accounting fees) in or in connection with seizing, collecting, realizing borrowing on the security of, selling or obtaining payment of the Collateral and may add the amount of such sums to the indebtedness of the Debtor.

(d) At its option, to be notified to the Guarantor in the manner provided by the governing statute, the Lender may elect to retain all or any part of the Collateral in satisfaction of the obligations to it of the Debtor or the Guarantor.

(e) The Lender shall not be liable or accountable for any failure to seize, collect, realize, sell or obtain payment of the Collateral or any part thereof and shall not be bound to institute proceedings for the purpose of seizing, collecting, realizing or obtaining possession or payment of the same or for the purpose of preserving any rights of the Lender, the Debtor or the Guarantor or any other person, firm or corporation in respect of same.

(f) The Lender may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the Debtor, the Guarantor, debtors of the Debtor or the Guarantor, sureties and others and with the Collateral and other securities as the Lender may see fit without prejudice to the liability of the Debtor or the Guarantor or the Lender's right to hold and realize the Collateral.

(g) All monies collected or received by the Lender in respect of the Collateral may be applied on account of such parts of the indebtedness and liability of the Debtor or the Guarantor as to the Lender seems best or may be held unappropriated in a collateral account or in the discretion of the Lender may be released to the Debtor or the Guarantor, all without prejudice to the Lender's claims upon the Debtor or the Guarantor.

(h) In the event of the Lender taking possession of the said Collateral, or any part thereof in accordance with the provisions of this Agreement, the Lender shall have the right to maintain the same upon the premises on which the Collateral may then be situate, and for the purpose of such maintaining shall be entitled to the free use and enjoyment of all necessary buildings, premises, housing, shelter and accommodation for the proper maintaining, housing and protection of the said Collateral, and for its servant or servants, assistant or assistants, and the Guarantor covenants and agrees to provide the same without cost or expense to the Lender until such time as the Lender shall determine in its discretion to remove, sell or otherwise dispose of the said Collateral so taken possession of by it as aforesaid.

(i) To facilitate the realization of the Collateral the Lender may carry on or concur in the carrying on of all or any part of the business of the Debtor or the Guarantor and may to the exclusion of all others, including the Debtor or the Guarantor, enter upon, occupy and use all or any of the premises, buildings, plant and undertaking of or occupied or used by the Debtor or the Guarantor and use all or any of the tools, machinery and equipment of the Debtor or the Guarantor for such time as the Lender sees fit, free of charge, to manufacture or complete the manufacture of any inventory and to pack and ship the finished product, and the Lender shall not be liable to the Debtor or the Guarantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions.

(j) The Lender may, if it deems it necessary for the proper realization of all or any part of the Collateral, pay any encumbrance, lien, claim or charge that may exist or be threatened against the same and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the obligations of the Debtor to the Lender as hereby secured, and shall bear interest at the rate currently charged to the Debtor under its obligations to the Lender at the date of payment thereof by the Lender.

(k) If after all the expenses of the Lender in connection with the preservation and realization of the Collateral as above described shall have been satisfied and all obligations, including contingent obligations, of the Debtor to the Lender shall have been satisfied and paid in full together with interest, any balance of monies in the hands of the Lender arising out of the realization of the Collateral, shall be paid to any person other than the Debtor or the Guarantor whom the Lender knows to be the owner of the Collateral, and in the absence of such knowledge, such balance shall be paid to the Debtor.

3. **Dealing with Collateral by the Guarantor:**

(a) The Guarantor in the ordinary course of its business may lease or sell items of inventory, so that the purchaser thereof takes title clear of the security interest hereby

created, but if such sale or lease results in an account receivable, such account receivable is subject to the security interest hereby created.

(b) In the event that the Guarantor shall collect or receive any of the accounts receivable or shall dispose of and be paid for any of the other Collateral covered by this Agreement, all non-cash proceeds of such disposition shall be subject to the security interest hereby created and all monies so collected or received by the Guarantor shall be received as Trustee for the Lender and shall be held separate and apart from other monies of the Guarantor, and shall forthwith be paid over to the Lender.

4. This Agreement is in addition to and not in substitution for any other agreement between the parties creating a security interest in all or part of the Collateral, and whether heretofore or hereafter made, and the terms of such other agreement or agreements shall be deemed to be continued unless expressly provided to the contrary in writing and signed by the parties.

5. Any notice required to be given to the Guarantor or the Lender may be sent by prepaid registered mail addressed to the appropriate party at the address above shown, or such further or other address as such party may notify to the other in writing from time to time, and if so sent, the notice shall be deemed to have been given on the fifth day following the day when it is deposited in the post office.

6. Any failure of the Lender to exercise any right set out in this Agreement in any particular instance shall not constitute a waiver thereof in any other instance.

7. All rights of the Lender hereunder shall be assignable and in any action brought by an assignee to enforce such rights, the Guarantor shall not assert against the assignee any claim or defence which the Guarantor now has or may hereafter have against the Lender.

8. This Agreement shall be interpreted in accordance with the laws of the Province of British Columbia. Reference to the governing statute shall be to the Personal Property Security Act of British Columbia as amended from time to time.

9. This Agreement and everything herein contained shall extend to and bind and may be taken advantage of by the respective heirs, executors, administrators, successors and assigns, as the case may be, of each and every of the parties hereto, and where there is more than one Guarantor or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and where there is more than one Guarantor all covenants shall be deemed to be joint and several.

IN WITNESS WHEREOF THE GUARANTOR has executed these presents.

[If individual sign as:]
Signed, sealed and delivered by:

[insert Guarantor name] (seal)

Signature

In the presence of:

WITNESS:

Signature

Name:_____
Occupation: _____
Address: _____

[If corporation sign as:]

[insert Guarantor name]

Per: _____
Authorized Signatory

Name:_____
Title: _____

Schedule "A"

ADDRESSES OF THE GUARANTOR WHERE
ALL OR PART OF THE COLLATERAL MAY BE FOUND

1.

2.

3.

DATED: May 25, 2003

BETWEEN:

[insert name of Guarantor]

- and -

GILDER ENTERPRISES, INC.

SECURITY AGREEMENT

SHAREHOLDERS AGREEMENT

THIS AGREEMENT dated for reference the 25th day of May, 2003.

BETWEEN:

GILDER ENTERPRISES, INC., a Nevada corporation, having its registered offices at 2300 West Sahara Avenue, Suite 500, Las Vegas, Nevada, USA 89102

(hereinafter called "Gilder")

5G WIRELESS COMMUNICATIONS PTE LTD., a Singapore corporation, having its registered offices at Penthouse Level, Suntec Tower 3, 8 Temasek Boulevard, Singapore 038988.

(hereinafter called "5G")

MICHAEL PEH HIN TAN, a Singapore national (Singapore passport number 1686630Z), resident at #4, Kengchin Road, Singapore, 258707.

(hereinafter called "Tan")

AND:

NEX CONNECTIVITY SOLUTIONS INC., a Canadian corporation, having its registered offices at 3639 Garibaldi Drive, North Vancouver, British Columbia, Canada V7H 2W2.

(hereinafter called the "Company")

WHEREAS:

A. Gilder, 5G and Michael Peh Hin Tan, a Singapore national who is the principal shareholder of 5G ("Tan"), have together agreed to establish a joint venture to pursue Internet access business opportunities in North America (the "JV"), which will initially target hotel property Internet access opportunities in Vancouver, BC.

B. The JV will be pursued through incorporated joint venture entities owned by Gilder and 5G.

C. The Company has been incorporated to undertake the Canadian operations of the JV.

D. The authorized capital of the Company consists of 100 Shares of which the following are issued and outstanding as fully paid and non-assessable:

Shareholder	Common Shares
Gilder or its wholly-owned Affiliate	51
5G or its wholly-owned Affiliate	49

E. Gilder, 5G, Tan and the Company desire to enter into this Agreement in order to record their respective rights and obligations in respect of the incorporated Canadian joint venture entity.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutua1 covenants and agreements hereinafter set forth, the parties hereto agree each with the other as follows:

PART 1 – INTERPRETATION

1.01 Where used in this Agreement each of the words and phrases set out in Schedule "A" hereto shall have the meanings therein set forth.

1.02 This Agreement shall in all respects be governed by and be construed in accordance with the laws of the Province of British Co1umbia.

1.03 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in whole or in part, in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

1.04 Wherever the singular or the masculine is used herein the same shal1 be deemed to include the plura1 or the feminine or the body politic or corporate where the context or the parties so require.

1.05 The headings of the Parts of this Agreement are inserted for convenience only and shall not affect the construction hereof.

1.06 Unless otherwise stated a reference herein to a numbered or lettered paragraph refers to the paragraph of each Part bearing the number or letter in this Agreement.

1.07 All accounting terms not defined in this Agreement shall have those meanings generally ascribed to them in accordance with Canadian generally accepted accounting principles, applied consistently.

1.08 The following schedules annexed hereto are incorporated into this Agreement by reference and deemed to be part hereof:

Schedule A	Definitions
Schedule B	Escrow Agreement
Schedule C	Equipment and Software to be Provided by 5G
Schedule D	Guarantee Agreement
Schedule E	Security Agreement

PART 2 - CONDUCT OF THE AFFAIRS OF THE COMPANY

2.01 Subject to paragraph 2.02 the Shareholders shall vote their Shares so that the Board shall be comprised of two (2) directors and so that one nominee of each of the Shareholders is a director of the

Company. In the event that a position on the Board shall be open for any reason whatsoever, the Shareholder whose nominee shall have formerly occupied such position shall be entitled to nominate a new director to fill such vacancy.

2.02 In the event that a nominee to the Board of one of the Shareholders shall fail to act and vote as a director to carry out the provisions of this Agreement, then the Shareholders agree to exercise their right as shareholders of the Company and in accordance with the Articles of the Company to remove such nominee from the Board and to elect in the place or stead thereof such individual who will use their best efforts to carry out the provisions of this Agreement.

2.03 Un1ess otherwise provided herein the conduct of the business of the Company shall be governed in accordance with its Articles.

2.04 A quorum required for the transaction of business at a meeting of the Board shall be two (2) directors or their alternates.

2.05 The Gilder nominee shall chair the Board of Directors and shall have a deciding vote in the instance where the Board is deadlocked in any vote required on a matter before it.

2.06 The following matters shall only be undertaken with the consent in writing of the directors of the Company able to vote at any meeting of the Board:

(a) The sa1e, lease, transfer, mortgage, pledge or other disposition of the undertaking of the Company or any of its subsidiaries;

(b) Any increase or reduction in the capital of the Company;

(c) The consolidation, merger or amalgamation of the Company with any other company, association, partnership or legal entity;

(d) Any single capital expenditure of the Company in excess of $5,000, or any lease by the Company of property having a fair market value in excess of $5,000;

(e) Any borrowing by the Company or any of its subsidiaries which would result in the aggregate indebtedness of the Company (other than amounts due to Shareholders) being in excess of $5,000 at any one time;

(f) Any loans by the Company or any of its subsidiaries to any Shareho1ders, or to an Affiliate;

(g) Any transaction out of the ordinary course of the business of the Company;

(h) Any contract between the Company and any Shareholders or an Affiliate;

(i) Any change in the authorized signing officers in respect of legal documents or any bank or other financial institution;

(j) Any agreement by the Company, which restricts or purports to restrict or which permits any other party to accelerate or demand the payment of any indebtedness of the Company upon the sale, transfer or other disposition by a Shareholder of his Shares and/or Loan;

(k) All employment contracts made by the Company;

Provided that nothing in this paragraph 2.06 shall be construed so as to fetter the discretion of the directors of the Company to require such directors to act in a particular way with respect to any of the foregoing matters.

2.07 Each Shareholder shall, for so long as they are the owners of shares of the Company, devote such of their corporate time and energies to the business and affairs of the Company, and shall cause their respective Representatives to similarly devote such of their time and energies, as are appropriate to the immediate demands of the responsibilities for which they are responsible, given a normal and reasonable time allowance for persona1 business. At all times, said Shareholders shall use their best efforts, skill and abilities to promote the interests of the Company,

2.08 Except with the unanimous consent in writing of the other Shareholder, no Shareholder shall, while they are a shareholder in the Company, or within a period of three (3) years next after they shall have ceased to be a Shareholder:

(a) Directly or indirectly, whether as principal, agent, emp1oyee or director of a company or otherwise, or by means of corporate or other device, solicit or aid in the solicitation of any business similar to the business being carried on by the Company from any customer or customers of the Company or, in the event of having ceased to be a Shareholder, any customer or prospective customers of the Company with whom they had business dealings on behalf of the Company at any time before ceasing to be a Shareholder in the Company; or,

(b) Directly or indirectly, whether as principal, agent, emp1oyee or director of a company, or otherwise or by means of corporate or other device, aid or otherwise act for any business in Canada similar to the business being carried on by the Company; or,

(c) Directly or indirectly, use or disclose to any person, except to duly authorized officers and employees of the Company entitled thereto, any trade secret, business data, or other information acquired by them by reason of their involvement and association with the Company.

2.09 The non-competition provisions in 2.08 apply to each Shareholder and all of their employees, directors, consultants and any other individuals that they may make aware of or otherwise involve in the business of the Company.

2.10 Each of the Shareholders acknowledge that, by reason of their unique knowledge of the business of the Company, the scope of the covenants in paragraph 2.08 are reasonable and commensurate with the protection of the legitimate interests of the Company. It is further understood and agreed that the covenants contained in paragraph 2.08 shall subsist even if the rest of this Agreement shall be terminated for any reason whatsoever and is severable for such purpose.

PART 3 – SHAREHOLDERS' CONTRIBUTIONS, FINANCING, DISTRIBUTION OF NET PROFIT

3.01 The financial contribution of the Shareholders to the Company shall be kept at as low a level as possible.

Initially the subscribed capital shall be:

Name	Common Shares	Purchase Price
Gilder	51	Cdn$51.00
5G	49	Cdn$49.00

and, initial non-interest bearing loans shall be:

Gilder	Up to US $40,000 in respect of cash to be provided to the Company as it shall formally request from time to time, by providing a minimum of seven (7) days prior written notice to Gilder. All monies so advanced are to be secured by Demand Promissory Notes supported by Guarantee and Security Agreements to be provided by 5G and Tan (in the forms specified in Schedules D and E).
5G	US $10,000 in respect of the deemed value, which will be no less than the fair market value, of certain equipment and software necessary to establish the operations of the Company, which are to be provided to the Company on a fully tax paid basis in Vancouver on or before June 15, 2003, as detailed in Schedule C.

3.02 Funds required from time to time by the Company will be obtained, to the greatest extent possible, by borrowing from a chartered bank or other institutional lender.

3.03 Except with the unanimous agreement of the Shareholders no Shareholder shall be obliged to enter into any agreement of guarantee with respect to the indebtedness of the Company or to pledge his credit on behalf of the Company, and the sole financial obligation of a Shareholder shall be as set forth in paragraphs 3.0l and 3.04 hereof. Any such guarantees shall be borne by the Shareholder pro rata in proportion to the shareholdings of common shares in the Company (at the time of demand for payment by such bank or institution) and if any of the Shareholders discharges any liabilities of the Company either direct1y or pursuant to such guarantee given hereunder, then the Shareholder discharging the liabilities shall have the right to be reimbursed by the party not so contributing so that in the end result, each of the Shareholders shall have contributed in proportion as aforesaid.

3.04 In the event that the Company is unable to obtain funds as provided in paragraph 3.02 hereof and approved by a majority of the Board, the Company may make a written request to all Shareholders for a loan. The Company's request for a loan shall be made to each Shareholder pro rata in proportion to his shareho1dings of common shares in the Company. A Shareholder shall advance the money required from him within 30 days of receipt of the written request for the loan. Unless specified in the Company's

request the Loans shall not bear interest. No Shareholder shall, so long as he remains a Shareholder, demand repayment of his Loan. If the Company repays the Loans, in whole or in part, it shall do so pro rata in proportion to each Shareholder's contribution by way of Loan.

3.05 The Shareho1ders shall postpone and subordinate all Loans to the permanent financing or other borrowing of the Company to the extent required by the Board.

3.06 Subject to 3.07 and except when precluded or otherwise prohibited by the terms of debt financing and to the extent permitted by law, the net profit of the Company avai1able for distribution, after making such provisions and transfers to reserves as shall be required in the opinion (expressed by resolution) of the Board to meet expenses or anticipated expenses, shall be distributed annually (unless otherwise unanimously agreed by the Shareholders), firstly by way of repayment of Loans on a pro rata basis, and secondly by way of dividend.

3.07 For the first 24 months from the effective date of this Agreement, it is agreed that the Company will retain and reinvest in its business all net profits earned.

3.08 In respect of the proprietary software to be provided by 5G to the JV and its grant of the exclusive North American license rights for the use of same, upon execution of this Agreement 5G herewith agrees to the use of same by the Company on a fully paid basis as part of its contribution.

PART 4 - RESTRICTIONS ON TRANSFER, RIGHT OF FIRST REFUSAL

4.01 Except as otherwise expressly permitted in this Agreement:

(a) No Shareholder shall sell, transfer or otherwise dispose of or offer to sell, transfer or dispose of any of their Investment, unless that Shareholder (the "Offeror") first offers the Company and the other Shareholder by notice in writing (the "Offer") de1ivered to the Secretary the prior right to purchase, receive or otherwise acquire the same;

(b) The Offer shall set forth:

(i) The Investment or part thereof offered for sale, which must:

(A) Be in a block so that for every common share offered for sale there must also be offered for sale the proportionate ratio as near as circumstances permit of the Offeror's Loan then outstanding; and

(B) Represent a minimum of 50% of the investment then held by the Offeror;

(ii) The consideration therefor, expressed in lawful money of Canada;

(iii) The terms and conditions of the sale:

(A) When and how said consideration is to be paid;

(B) If there is an unpaid balance of the said consideration upon closing, the payment

terms and the interest rate payable upon said unpaid balance;

(C) The security, if any, for the unpaid balance of the said consideration;

(iv) That the Offer shall either be accepted in its entirety or not at all, and that it is open for acceptance by the Company and the other Shareholder for a period of 60 days after receipt of such Offer by the Secretary;

(c) Upon receipt of the Offer, the Secretary shall forthwith:

(i) Transmit the Offer to each director of the Board;

(ii) Transmit the Offer to the other Shareholder; and

(iii) Call a meeting of the Board to consider the Offer;

(d) The Company shall have the first right to accept the Offer and to the extent that it is accepted the other Shareholder agrees to refuse any pro rata offer by the Company to purchase shares which may be required to be made by the Company under the Act or its Articles;

(e) If the Offer is not wholly accepted by the Company within 30 days after receipt thereof by the Secretary:

(i) The Secretary shall advise the other Shareholder of the extent to which the Offer is still open forthwith upon the expiration of the aforesaid 30 day period;

(ii) That portion of the Offer not accepted by the Company shall be open for acceptance within the next 14 days by the other Shareholder;

(iii) Acceptance by the other Shareholder shall be by written notice to the Secretary;

(iv) The Secretary shall advise the Company of the extent to which the Offer is still open forthwith upon the expiration of the aforesaid 14 day period;

(f) If, and to the extent the Offer is not accepted by the other Shareholder within the 14 days that it is open to them, the Company shall be entitled prior to the expiration of the Offer to accept the Offer with respect to that portion of the Investment as shall then be availab1e, in which event the other Shareholder agrees to refuse any pro rata offer by the Company to purchase shares which is required to be made by the Company under the Act or its Articles;

(g) Prior to the expiration of the 60 day period, the Secretary sha11 advise the Offeror whether the Offer has been accepted in its entirety and by whom;

(h) If the Offer is not wholly accepted within the 60 days that it is open, the Offeror may, within 120 days after the expiry of the 60 day period for acceptance, se11, transfer or otherwise dispose of that portion of their Investment comprising the remainder of the Offer as shall then be available for offer under this Part for sale to any other person, firm or corporation (a “Third Party”) for not less than the consideration and on no better terms and conditions than as set out in the Offer.

Upon the expiry of the said 120 day period without completion of a sale to a Third Party, the provisions of this paragraph 4.01 will again become applicable to the sale, transfer or other disposition of the Offeror's Investment or any part thereof and so on from time to time;

(i) No disposition of any Investment permitted by this paragraph 4.01 shall be made unless the Third Party shall have entered into an agreement with the other Shareholder and the Company by which the Third Party shall be bound by and entitled to the benefit of the provisions of this Agreement and the other Shareholder and the Company shall enter into such an agreement;

(j) Upon the acceptance of the Offer, the Company, the other Shareholder and the Third Party, as the case may be shall purchase, at the purchase price determined as aforesaid, the Investment (or that part thereof) of the Offeror being sold and the closing of the purchase thereof shall occur on the 30th day following the date of the last acceptance in respect to the Offer or, if that day is a non-judicial day; then on the next ensuing judicial day (or such other date as parties thereto may agree), at which time the appropriate parties shall execute and deliver such certified cheques, promissory notes, share certificates, instruments; conveyances, assignments, escrow agreements and releases as may be reasonably required to effect and complete the sale; and

(k) The other Shareholder and the Company covenant and agree, in respect to any Shareholder who shall have disposed of all their Investment in compliance with the provisions of this Agreement, to use their best efforts to cause to be discharged or cancelled any guarantee or pledge issued or granted by such Shareholder in respect of the Company.

4.02 Notwithstanding paragraph 4.0l(a), any Shareholder may sell, transfer or otherwise dispose of the whole or any of their Investment to any of their Affiliates provided that the Shareholder and the Affi1iate enter into an agreement with the other Shareholder that:

(a) The Affiliate will remain such so long as the Affiliate holds the Investment or any part thereof;

(b) Prior to the Affiliate ceasing to be such the Affi1iate will transfer its Investment back to the Shareholder or to another Affiliate of the Shareholder provided that such other Affi1iate enters into an agreement similar to this Agreement with the other Shareholder and the Company; and

(c) The Affiliate will otherwise be bound by and have the benefit of the provisions of this Agreement.

4.03 Except as specifically provided herein, no Shareholder shall mortgage, pledge, charge, hypothecate or otherwise encumber their Investment or any part thereof without the prior written consent thereto of the other Shareholder, which consent may be arbitrarily withhe1d without giving any reason therefore,

4.04 Notwithstanding any other provision of this Agreement, no Shareholder shall be entitled to sell, transfer or otherwise dispose of any of their Investment in accordance with paragraphs 4.0l or 4.02 if they are at such time a Defaulting Shareholder as defined in Part 8, unless prior to or concurrently with such sale, transfer or other disposition they cease to be a Defaulting Shareholder.

4.05 Notwithstanding any other provision of this Agreement, no Shareholder shall be entitled to sell transfer or otherwise dispose of any of their Investment or any part thereof without first obtaining:

(a) The prior written consent of the other Shareholders, if such action would permit any other party to accelerate or demand the payment of any indebtedness of the Company; or

(b) The consent of any other party, if such consent is required by agreement of the Company with that party.

4.06 Upon execution of this Agreement, the Shareholders shall surrender to the Company and there shall be legibly stamped or endorsed upon each certificate representing the Shares a statement as follows:

"The shares represented by this certificate are transferab1e only in compliance with and pursuant to the terms of an agreement between Glider, 5G, Tan and the Company dated for reference the 25th day of May, 2003."

PART 5 - COMPULSORY BUY-OUT

5.01 An Instigator desiring to offer all, but not less than all, of their Investment to the other Shareholder (the "Recipient") pursuant to this Part 5, shall deliver a notice in writing (the "Compulsory Offer") to the Secretary and the Recipient containing offers on the part of the Instigator:

(a) To sell to the Recipient their Investment stipulating the number and class of shares they own and the price per share of the proposed transfer, the product of which, together with the amount due the Instigator by way of Loan, will be the price of their Investment and stipulating the terms and conditions of sale; or

(b) To buy from the Recipient the Recipients' Investment at the price per share set by the Instigator pursuant to subparagraph (a), together with the amount due the Recipient by way of Loan, and stipulating that the sale of the Recipient's Investment is to be made on the same terms and conditions as set forth in subparagraph (a).

5.02 The Recipient shall be entitled at their option within 60 days from the date of the receipt of the Compulsory Offer, by notice in writing to the Secretary and the Instigator, to either:

(a) Buy the Instigator's Investment, at the price and upon the terms and conditions of purchase and sale contained in the Compulsory Offer; or

(b) Sell to the Instigator the Recipient's Investment at the price and upon the terms and conditions of purchase and sale contained in the Compulsory offer.

PART 6 – (intentionally blank)

PART 7 – (intentionally blank)

PART 8 – DEFAULT

8.01 It is an event of default (a “Default”) if a Shareholder (the "Defaulting Shareholder"):

(a) Fails to observe, perform or carry out any of their obligations hereunder and such failure continues for 30 days after the Shareholder not in default (the "Non-Defaulting Shareholder") has in writing demanded that such failure be cured;

(b) Fails to take reasonable actions to prevent or defend assiduously any action or proceeding in relation to any of their Investment for seizure, execution or attachment or which claims:

(i) Possession;

(ii) Sale;

(iii) Foreclosure;

(iv) The appointment of a receiver or receiver-manager of his assets; or

(v) Forfeiture or termination;

of or against, any of the Investment of the Defaulting Shareholder, and such failure continues for 30 days after a Non-Defaulting Shareholder has in writing demanded that such reasonable actions be taken or the Defaulting Shareholder fails to defend successfully any such action or proceeding;

(c) Becomes a bankrupt or commits an act of bankruptcy or if a receiver or receiver-manager of its assets is appointed or makes an assignment for the benefit of creditors or otherwise

8.02 It is also a Default and such Shareholder will be the Defaulting Shareholder and the other Shareholder the Non-Defaulting Shareholder if:

(a) Such Shareholder for any reason ceases to either:

(i) Be a Director of the Company; or

(ii) Have a Representative who is a Director of the Company; or

(b) With respect to a Shareholder that is a corporation, the Control of such corporate Shareholder is changed.

8.03 In the event of a Default under paragraph 8.0l, the Non-Defaulting Shareholder(s) may do any one or more of the following:

(a) Pursue any remedy available to them in law or equity, it being acknowledged by each of the Shareholders that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a Default;

(b) Take all actions in their own names or in the name of the Defaulting Shareholder, the Shareholders or the Company, that may reasonably be required to cure the Default, in which event all

payments, costs and expenses incurred therefor shall be payable by the Defaulting Shareholder to the Non-Defaulting Shareholder on demand with interest as provided in paragraph 4.01;

(c) Implement the buy-sell procedure as set out in paragraph 8.05 by notifying the Secretary of the Default and the name of the Defaulting Shareholder;

(d) If applicable, implement the Default Loan procedure as set out in paragraph 8.06 hereof; or

(e) Waive the Default provided, however, that any waiver of a particular Default shall not operate as a waiver of any subsequent or continuing Default.

8.04 In the event of a Default under paragraph 8.02, the Non-Defaulting Shareholder shall implement the buy-sell procedure as set out in paragraph 8.05 by notifying the Secretary of the Default and the name of the Defaulting Shareholder.

8.05 In the event the buy-sell procedure herein is implemented, the Defaulting Shareholder is deemed to offer to sell to the Company and the Non-Defaulting Shareholder all but not less than all of their Investment on the following terms and conditions:

(a) The price payable (the “Defaulting Investment Purchase Price”) for the Investment of the Defaulting Shareholder shall be the Investment Purchase Price;

(b) The terms and conditions of the sale shall be that:

(A) At closing, 25% of the said consideration is to be paid by certified cheque to the Offeror;

(B) At closing, there shall be delivered 3 promissory notes in favour of the Offeror each for 25% of the said consideration with the first dated 6 months after the closing date and the others 12 and 18 months thereafter respectively;

(C) The unpaid balance of the said consideration shall bear interest before and after the maturity of the promissory notes at the Prime Rate, such interest to be calculated and payable semi-annually in arrears;

(D) As security for the unpaid balance of the said consideration, the purchaser will, on the closing, execute and deliver an escrow agreement in the form of agreement annexed hereto as Schedule “B” (the Escrow Agreement); and

(E) At any time, and from time to time, the unpaid balance of the said consideration or any part thereof may be prepaid without notice, bonus or penalty in the reverse order of its maturity;

(c) The Investment shall be sold in accordance with the procedure specified in paragraphs 4.0l(c), (d) and (e) (as if the Defaulting Shareholder was the "Offeror and the Non-Defaulting Shareholder was the “Other”);

(d) After compliance with paragraph (c) hereof to the extent the Offer has not been accepted, the Company shall purchase such portion of the Interest as shall be available; and

(e) The provisions of paragraphs 4.01(j) and (k) shall apply as may be applicable.

8.06 In addition to the rights of the Non-Defaulting Shareholder provided for in paragraphs 8.03 and 8.04 hereof, if the Defaulting Shareholder defaults by refusing or failing to make a contribution or payment as provided in paragraph 3.04 hereof, then:

(a) The Non-Defaulting Shareholder may elect not to make their respective concomitant contribution or payment as provided in this paragraph in which case:

(i) The Non-Defaulting Shareholder shall not be considered to have committed an act of Default; and

(ii) The Defaulting Shareholder shall be considered to remain in Default notwithstanding the refusal of the Non-Defaulting Shareholder to make a contribution or payment;

(b) In the event the Non-Defaulting Shareholder has made their respective concomitant contribution or payment, they may elect to have the Company return such contribution or payment to them in which case:

(i) The shareholders shall cause the Company to forthwith pay to the Non-Defaulting Shareholder the amount of such contribution or payments; and

(ii) The Defaulting Shareholder shall be considered to remain in default;

(c) If the Non-Defaulting shareholder does not elect as provided in paragraphs (a) and (b), the Non-Defaulting Shareholder may elect to make, and are hereby authorized by the Defaulting Shareholder to make, such contribution or payment (the "Default Loan") on behalf of and for the account of the Defaulting Shareholder in which event the Defaulting Shareholder shall pay, or cause to be paid, to the Non-Defaulting Shareholder:

(i) The amount of the Default Loan;

(ii) The reasonable costs (exclusive of interest provided for in subparagraph (iii)) of the Non-Defaulting Shareholder relating to obtaining monies to make the Default Loan; and

(iii) Interest calculated and payable on the first business day of each and every month on the amount of the Default Loan outstanding from time to time equal to:

(A) The Prime Rate at the time the Default Loan is made plus 4% per annum, if any such monies are not borrowed by the Non-Defaulting Shareholder; or

(B) The rate of interest payable by the Non-Defaulting Shareholder to any arms-length third party on any monies borrowed by them to make the Default Loan plus 4% per annum.

8.07 If, and so long as a Shareholder is a Defaulting Shareholder, as a result of a default under paragraph 3.04, all monies payab1e to that Defaulting Shareholder by the Company by way of dividends,

repayment of loans or other distribution shall be paid to the Non-Defaulting Shareholder until they have received:

(a) The amount set out in paragraph 8.06(c); or

(b) If the Non-Defaulting Shareholder elected pursuant to paragraph 8.06(b), an amount equal to the concomitant contribution or payment already made by the Non-Defaulting Shareholder in the circumstances set out in paragraph 8.06(b); at which time the Defaulting Shareholder is no longer a Defaulting Shareholder; but in no event shall the Defaulting Shareholder be entitled to any amount of, or credit for, the amount not paid to it as aforesaid or any interest thereon.

8.08 Upon the request of the Non-Defaulting Shareholder, from time to time, the Defaulting Shareholder and the director of the Company nominated by them shall vote to ensure that any monies of the Company available for payment of dividends or repayment of loans will be paid by the Company in accordance with paragraph 8.07.

PART 9 - INTEREST

9.01 If a Shareholder is required by this Agreement to pay monies to the other Shareholder, other than Default Loans in which event Part 8 shall apply, such monies shall bear interest at the Prime Rate at the time the monies became payable plus 4% per annum calculated and paid monthly until repayment.

PART 10 - GENERAL PROVISIONS

10.01 This Agreement shall terminate:

(a) If the Company has a receiving order made against it, goes into bankruptcy either voluntarily or involuntarily, or makes a proposal to its creditors; or

(b) If the parties hereto consent in writing to the termination hereof.

10.02 Any Shareholder who shall have disposed of all of his Interest in compliance with the provisions of this Agreement shall he entitled to the benefit of and be bound by only the rights and obligations which arose pursuant to this Agreement prior to such disposition.

10.03 The Shareholders shall execute such further assurances and other documents and instruments and do such further and other things as may be necessary to implement and carry out the intent of this Agreement.

10.04 The provisions herein constitute the entire agreement between the Shareholders and supersedes all previous expectations, understandings, communications, representation and agreements whether verbal or written between the Shareholders with respect to the subject matter hereof.

10.05 Unless otherwise specified herein, any notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by prepaid registered mail, telexed or telegraphed to, or delivered at the address of the other party hereinafter set forth:

If to Gilder Enterprises, Inc.: at its registered offices located at 2300 West Sahara Avenue, Suite 500, Las Vegas, Nevada, USA 89102, Attention: President;

If to 5G Wireless Communications Pte Ltd.: at its registered offices located at Penthouse Level, Suntec Tower 3, 8 Temasek Boulevard, Singapore 038988, Attention: President;

If to Michael Peh Hin Tan: at his residence located at #4, Kengchin Road, Singapore, 258707 with a copy to 1344 Whitby Road, West Vancouver, BC, Canada V7S 2N5, Attention: Mr. Dennis Tan

If to the Company: at its registered offices located at 3639 Garibaldi Drive, North Vancouver, BC, Canada, V7H 2W2, Attention: President;

or at such other address as the parties may from time to time direct in writing, and any such notice shall be deemed to have been received, if mailed, telefaxed or telegraphed, 72 hours after the time of mailing, faxing or telegraphing, and if delivered, upon the date of delivery. If normal mail service, telex service or telegraph service is interrupted by strike, slowdown, force majeure or other cause, a notice sent by the impaired means of communication will not be deemed to be received until actually received and the Party sending the notice shall utilize any other such services which have not been interrupted or shall deliver such notice in order to ensure prompt receipt thereof.

10.06 Time shall be of the essence hereof.

10.07 All disputes between the parties arising under this Agreement, which the parties are unable to resolve between themselves within 30 days, will be resolved by arbitration under the rules of the British Columbia International Commercial Arbitration Centre ("BCICAC") by a sole arbitrator subject to the following:

(a) Any party may refer any dispute to arbitration by notice to the other and, within 30 days after receipt of such notice, the parties will endeavour to agree on the appointment of a sole arbitrator, who will be capable of commencing the arbitration within 21 days of his appointment. In the event that the parties are unable to agree on an arbitrator, the parties agree to be bound by the rules of the BCICAC providing for the appointment of a sole arbitrator. The arbitrator will be an individual who by a combination of education and experience is competent to adjudicate the matter in dispute and who has indicated his willingness and ability to act as arbitrator

(b) The decision of the arbitrator will be final and binding upon each of the parties and will not be subject to appeal or judicial review.

10.08 This Agreement shall enure to the benefit of and be binding upon the parties and their respective personal representatives, successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

GILDER ENTERPRISES, INC.

Per: */s/ Joseph Bowes*
Authorized Signatory

Name: Joseph Bowes

Title: President

5G WIRELESS COMMUNICATIONS PTE LTD.

Per: */s/ Michael Tan*
Authorized Signatory

Name: Michael Tan

Title: Director

Signed, sealed and delivered by:

MICHAEL PEH HIN TAN (seal)

/s/ Michael Tan
Signature

In the presence of:

WITNESS: */s/ Hsien Loong Wong*
Signature

Name: Hsien Loong Wong

Occupation: Manager

Address: 1807-3970 Corrigan Court,

Burnaby

SCHEDULE A

TO THAT SHAREHOLDERS AGREEMENT BETWEEN Gilder Enterprises, Inc., 5G Wireless Communications Pte Ltd., Tan and Nex Connectivity Solutions Inc. (the "Company") dated for reference the 25th day of May, 2003.

DEFINITIONS

In this Agreement, the following words and phrases, unless there is something in the context inconsistent therewith, will have the following meanings:

1. "Act" means the Canada Business Corporations Act, R.S., 1985, c. C-44, such as it may be amended from time to time.

2. "Affiliate" means, with respect to any Shareholder, any corporation which is directly or indirectly controlled by such Shareholder, and if any Shareholder shall be a corporation means, in addition to the foregoing, any corporation which Controls such corporate Shareholder.

3. "Articles" means the articles of the Company filed at the offices of the Corporations Directorate under the provisions of the Canada Business Corporations Act such as they may be amended from time to time.

4. "Auditors" means the auditors of the Company from time to time or, where the Company does not have auditors, its independent accountant.

5. "Bank" means the banker of the Company from time to time.

6. "Board" means the board of directors of the Company.

7. "Common Share Purchase Price" means from time to time in relation to a Shareholder and in relation to the Company, that amount which is the product of the number of common shares of the Company registered in the name of such Shareholder and the value per common share of the Company which is issued and outstanding to any Shareholder as of the Valuation Date, based on the latest financial statements of the Company and determined by the Auditors as follows:

(a) Subject to the following subparagraphs of this definition, the determination of the value per common share shall be determined by the Company's Auditors in accordance with generally accepted accounting principles, consistently applied;

(b) Value attributed to goodwill shall be nil;

(c) No reduction or premium shall be included as a result of a minority or majority position;

(d) Upon the death of a Shareholder (or a Shareholder's Representative), life insurance proceeds (if any) received by the Company shall not be taken into account in the valuation of that Shareholder's Common Share Purchase Price;

(e) The determination of the Auditors shall be final and conclusive; and

(f) The value per common share of the Company is the greater of:

(I) Operating Value Per Share computed as follows:

1. Compute an annualized net income after tax amount by multiplying by four (4) the Company's net income after tax for the most recent preceding quarter of operations;

2. Normalize the said annualized net income amount in item 1. above for:

(i) Annual expenses not properly reflected in the quarterly results;

(ii) Any non-recurring expenses included in the above computation, and;

(iii) Any expenses not be reflected in the Company's financial statements by warrant of the fact that they relate to goods or services provided to the Company by a Shareholder for consideration other than fair market value;

3. Add to the normalized annualized net income after tax, the amount of any interest charges (after tax) on capital asset borrowings;

4. Multiply the resulting amount in item 3. by an arbitrary price earnings multiple of ten (10).

5. Deduct from the resulting amount in item 4. all Company borrowings, including amounts due to Shareholders;

6. Divide the resulting amount in item 5. by the number of common shares issued.

(II) Break-up Value Per Share computed as follows:

1. Compute the fair market value of the assets, including contract rights, owned by the Company, including any contract rights for the provision of Internet access services, as represented by the supportable cash value consideration that each individual asset would command, either individually or collectively, in a sale to an independent third party;

2. Deduct from the resulting amount in item 1. all Company indebtedness and borrowings, including amounts due to Shareholders;

3. Divide the resulting amount in item 2. by the number of common shares issued.

8. "Control" or "Controls" means:

(a) The right to exercise a majority of the votes which may be put at a general meeting of the company; and

(b) The right to elect or appoint directly or indirectly a majority; of the directors of the company or other persons who have the right to manage or supervise the management of the affairs and business of the company.

9. “Instigator” means any Shareholder (or Shareholders) who elects to give the Compulsory Offer provided in Part 5.

10. “Investment” means all the right, title and interest of a Shareholder in and to any of the Shares, any Loan and accrued interest thereon (if any), and any other right or claim the Shareholder may have against the Company as a Shareholder, as well as that Shareholder’s interest in and to this Agreement.

11. “Investment Purchase Price” means, at the Valuation Date in relation to a Shareholder, the sum of his Loan and accrued interest thereon (if any) and the Common Share Purchase Price, less the amount of any advances or loans made by the Company to such Shareholder plus accrued interest thereon (if any).

12. “Loan” means at the relevant time, and in relation to a specific shareholder any amounts advanced by a Shareholder to the Company that are then outstanding.

13. “Prime Rate” means the rate of interest from time to time charged by the Bank in accordance with prevailing market conditions on short term loans made to and accepted by its large commercial customers with the highest credit rating.

14. “Representative” means an individual that is designated as such by a corporate Shareholder or some other person who is firstly approved in writing by the other Shareholders.

15. “Secretary” means at the relevant time the secretary of the Company.

16. “Shareholders” means Gilder or 5G or their respective successors or permitted assigns and “Shareholder” means any one of them.

17. “Shares” means at the relevant time the common shares in the capital of the Company issued and then outstanding.

18. “Valuation Date” means with respect to the determination of a Shareholder's Common Share Purchase Price and Loan the last day of the month immediately preceding:

(a) The date of receipt by the Secretary of the Offer under Section 4; or

(b) The date of a Default under Section 8;

as the case may be.

SCHEDULE B

TO THAT SHAREHOLDERS AGREEMENT BETWEEN Gilder Enterprises, Inc., 5G Wireless Communications Pte Ltd., Tan and Nex Connectivity Solutions Inc. (the “Company”) dated for reference the 25th day of May, 2003.

ESCROW AGREEMENT

THIS AGREEMENT made the _____ day of _____ , _____ .

BETWEEN:

GILDER ENTERPRISES, INC., a Nevada corporation, having its registered offices at 2300 West Sahara Avenue, Suite 500, Las Vegas, Nevada, USA 89102

(hereinafter called “Gilder”)

5G WIRELESS COMMUNICATIONS PTE LTD., a Singapore corporation, having its registered offices at Penthouse Level, Suntec Tower 3, 8 Temasek Boulevard, Singapore 038988.

(hereinafter called “5G”)

AND:

NEX CONNECTIVITY SOLUTIONS INC., a Canadian corporation, having its registered offices at 3639 Garibaldi Drive, North Vancouver, British Columbia, Canada, V7H 2W2.

(hereinafter called the “Escrowholder”)

WHEREAS:

A. By an agreement dated for reference the 25th day of May, 2003 (hereinafter called the "Shareholders Agreement”) between, inter alia, the Vendor and the Purchaser, it was agreed that, in certain circumstances, in the event of a sale and purchase of shares in the capital of Nex Connectivity Solutions Inc. (hereinafter called the “Company”) that any unpaid portion of the purchase price would be secured by the execution and delivery of an escrow agreement;

B. The Vendor is selling and the Purchaser is buying shares in the Company (hereinafter called the "Vendor’s Shares”);

NOW THEREFORE THIS AGREEMENT WITNESSES THAT for and in consideration of the premises and the covenants and agreements herein contained, the parties declare and agree as follows:

1. The Purchaser has delivered to the Escrowholder a sealed envelope (and the Escrowholder acknowledges receipt thereof) containing the following documents, which shall be held by the Escrowholder in escrow subject to the terms and conditions of this Agreement:

(a) Share Certificate(s) Numbered _____ in the name of the Purchaser representing _____ common shares in the capital of the Company duly endorsed in blank for transfer;

(b) A certified copy of a resolution of the directors of the Company consenting to the transfer of the shares represented by the said share certificate to the Vendor;

(c) A copy of the Shareholders' Agreement;

(d) An executed copy of the agreement of purchase and sale (hereinafter called the "Share Purchase Agreement") of the Vendor's Shares, if any;

which documents, together with any other documents from time to time delivered to the Escrowholder by the Purchaser pursuant to this Agreement are hereinafter called the "Escrow Documents".

2. The Escrowholder shall hold the Escrow Documents in escrow and undelivered; and,

(a) Shall deliver the Escrow Documents to the Purchaser thirty (30) days after receipt by the Escrowholder of a statutory declaration sworn by the Purchaser (or an authorized signatory of the Purchaser, if applicable) stating that all of the obligations of the Purchaser pursuant to this Agreement, the Shareholders Agreement and the Share Purchase Agreement (hereinafter collectively called the "Agreements"), have been performed and completed in full, (together with a certificate of incumbency of the authorized signatory of the Purchaser executed under seal by the secretary of the Purchaser, if applicable) unless then prohibited by an Order of a Court of competent jurisdiction; or,

(b) Shall deliver the Escrow Documents to the Vendor thirty (30) days after the receipt by the Escrowholder of a statutory declaration sworn by the Vendor (or an authorized signatory of the Vendor, if applicable) stating that the Purchaser is in default of the terms of this Agreement, or the Shareholders' Agreement or the Share Purchase Agreement, the specifics of such default, and that such default has continued for 14 days after written notice thereof has been given to the Purchaser by the Vendor, unless then prohibited by an order of a Court of competent jurisdiction or unless the Purchaser shall before then have delivered to the Escrowholder a certified cheque payable to the Vendor in an amount sufficient to satisfy the unpaid portion of the purchase price (the acknowledgment of the Vendor in writing being sufficient authority as to the sufficiency of the said cheque) and the Escrowholder shall forthwith upon receipt of any such cheque deliver it to the Vendor;

whichever shall first occur provided that in the event that a Statutory Declaration is received by the Escrowholder pursuant to subparagraph (a) of this part then, until a determination has been made pursuant thereto, the provisions of subparagraph (b) of this part shall be inoperative and in the event that a Statutory Declaration is received the Escrowholder pursuant to subparagraph (b) of this part then, until a final determination has been made pursuant thereto, the provisions of subparagraph (a) of this part shall be inoperative. In the event that the Purchaser should make an application to a Court as is contemplated pursuant to paragraph 2 hereof and such Court should find as a fact that there has been a default under the

terms of this Agreement, or the Shareholders' Agreement, or the Share Purchase Agreement, then regardless of the final decision of such Court, the Vendor shall be entitled to recover from the Purchaser, all of its respective costs incurred in defending or responding to such a Court application on a solicitor and his own client basis.

3. Upon receipt of the statutory declaration referred to in subparagraph 2(a) of this Agreement the Escrowholder shall forthwith give notice in writing to the Vendor of such receipt and shall send with such notice a copy of the statutory declaration. Upon receipt of the statutory declaration referred to in subparagraph 2(b) of this Agreement the Escrowholder shall forthwith give notice in writing to the Purchasers of such receipt and shall send such notice a copy of the statutory declaration.

4. In the event the Vendor may require it, the Vendor may appoint a substitute escrowholder provided that such escrowholder is licensed to carry on a trust or banking business in Canada or that the Purchaser and the Vendor otherwise jointly agree on the substitute escrowholder appointed.

5. Until and unless the Escrowholder receives a statutory declaration from the Vendor as is contemplated in subparagraph 2(b) hereof and pursuant to which it delivers the Ecrow Documents to the Vendor, the Purchaser shall be entitled:

(a) Subject to the provisions of the relevant company act, to exercise all voting rights with respect to the Vendor's Shares for all purposes not inconsistent with the terms of the Agreements;

(b) Subject to the provisions of the relevant company act, to receive all dividends and other distributions in respect of the Vendor's Shares made in compliance with the provisions of the Agreements provided, however, that:

(i) Any share representing stock dividends or distributions in respect of the Vendor's Shares or resulting from a split, revision or reclassification of the Vendor's Shares, or received in exchange for the Vendor's Shares as a result of an amalgamation or merger, shall be pledged and deposited with the Escrowholder hereunder; and

(ii) 1/2 of any cash dividends paid to the Purchasers in respect of the Vendor's Shares shall forthwith be paid by the Purchasers to the Vendor to reduce the amounts of the unpaid balance of the purchase price for the Vendor's Shares;

(c) Subject to the other provisions of the Agreements and all other agreements made pursuant thereto, to conduct the operations of the Company in such manner as it may consider in the best interests of the Company.

6. In the event that the Vendor gives the Escrowholder notice as is provided in subparagraph 2(b), all dividends shall be paid to the Escrowholder and held by it and if the Escrow Documents are delivered to the Vendor as is contemplated hereunder, any dividends paid from the time of the notice until delivery of the Escrow Documents shall be remitted by the Escrowholder to the Vendor.

7. The remedies of the Vendor hereunder are in addition to and shall be concurrent with and without prejudice to and not in substitution for any rights or remedies at law or in equity which the Vendor may have to enforce its under the Share Purchase Agreement, the Shareholders' Agreement or any agreements made pursuant thereto.

8. Any notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by prepaid registered mail, telexed or telegraphed to, or delivered at, the address of the other party hereinafter set forth:

If to Gilder Enterprises, Inc.: at its registered offices located at 2300 West Sahara Avenue, Suite 500, Las Vegas, Nevada, USA 89102, Attention: President;

If to 5G Wireless Communications Pte Ltd.: at its registered offices located at Penthouse Level, Suntec Tower 3, 8 Temasek Boulevard, Singapore 038988, Attention: President;

If to the Escrowholder: at its registered offices located at 3639 Garibaldi Drive, North Vancouver, BC, Canada, V7H 2W2, Attention: President;

or at such other address as the parties may from time to time direct in writing, and any such notice shall be deemed to have been received, if mailed, telefaxed or telegraphed, 72 hours after the time of mailing, faxing or telegraphing, and if delivered, upon the date of delivery. If normal mail service, telex service or telegraph service is interrupted by strike, slowdown, force majeure or other cause, a notice sent by the impaired means of communication will not be deemed to be received until actually received and the Party sending the notice shall utilize any other such services which have not been interrupted or shall deliver such notice in order to ensure prompt receipt thereof.

9. The Purchaser shall pay from time to time the reasonable fees and expenses of the Escrowholder in connection with the performance of its duties hereunder and the Vendor guarantees payment thereof. The Purchaser and the Vendor shall indemnify and save harmless the Escrowholder of and from all other claims, demands, damage, loss and expense arising out of its performance of its duties hereunder.

10. The Escrowholder shall be deemed to have no notice or knowledge of the contents of the sealed envelope delivered hereunder and shall have no responsibility in respect of loss of the Escrow Documents except the duty to exercise reasonable care in the safekeeping thereof. The Escrowholder may act herein on the advice of Counsel but shall not be responsible for acting or failing to act on the advice of Counsel.

11. This Agreement shall enure to the benefit of and be binding upon the Vendor, the Purchasers and the Escrowholder and their respective personal representatives successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

GILDER ENTERPRISES, INC.

Per: _____
Authorized Signatory

Name: _____
Title: _____

5G WIRELESS COMMUNICATIONS PTE. LTD.

Per: _____
Authorized Signatory

Name: _____
Title: _____

NEX CONNECTIVITY SOLUTIONS INC.

Per: _____
Authorized Signatory

Name: _____
Title: _____

SCHEDULE C

TO THAT SHAREHOLDERS AGREEMENT BETWEEN Gilder Enterprises, Inc., 5G Wireless Communications Pte Ltd., Tan and Nex Connectivity Solutions Inc. (the "Company") dated for reference the 25th day of May, 2003.

EQUIPMENT AND SOFTWARE TO BE PROVIDED BY 5G

Item			**Fair Market Value as at May 31, 2003**
Equipment			
1. Lucent Remote Outdoor Router	S/N 00UT38261186		US$800
2. Lucent Access Point	S/N 00UT46251749		$500
3. Lucent Access Point	S/N 00UT43251420		$500
4. Lucent Access Point	S/N 00UT40260357		$500
5. Lucent Access Point	S/N 00UT43260198		$500
6. Lucent Access Point	S/N 00UT45272142		$500
7. 12 wireless cards and peripheral antenna connectors for items 1. to 6.			US$1,200
		Equipment subtotal	US$4,500
Software			
8. Proprietary Radius Authentication Software + Random Password/UserID Input (Prepaid Cards)			US$7,500
– This software authenticates a qualified user, tracks his usage to prevent multiple simultaneous access, and locks out unpaid users.			
Total Equipment and Software			US$12,000

SCHEDULE D

TO THAT SHAREHOLDERS AGREEMENT BETWEEN Gilder Enterprises, Inc., 5G Wireless Communications Pte Ltd., Tan and Nex Connectivity Solutions Inc. (the “Company”) dated for reference the 25th day of May, 2003.

GUARANTEE AGREEMENT

THIS AGREEMENT made the 25th day of May, 2003,

BETWEEN:

GILDER ENTERPRISES, INC., a Nevada corporation, having its registered offices at 2300 West Sahara Avenue, Suite 500, Las Vegas, Nevada, USA 89102

Hereinafter called the "Lender",
OF THE FIRST PART,

- and -

[insert name of Guarantor], a *[insert jurisdiction of incorporation / nationality] [corporation], [resident / having its registered offices]* at . *[insert address]* .

Hereinafter called the "Guarantor",
OF THE SECOND PART.

WHEREAS *[insert name of JV entity debtor]* (the "Debtor") was established in order to pursue the *[insert jurisdiction]* operations of a North American joint venture (“JV”) between the Lender, 5G Wireless Communications Pte Ltd, and Michael Peh Hin Tan, with the purpose of building a specialized Internet access networks business in Canada;

AND WHEREAS 5G Wireless Communications Pte Ltd. is a Singapore company controlled by the Tan;

AND WHEREAS pursuant to a Shareholder Agreement dated the 25th day of May, 2003 (the “Agreement”) between the Lender, 5G Wireless Communications Pte Ltd. and Tan, the Debtor will be indebted to the Lender for funds to be advanced from time to time under the Agreement;

AND WHEREAS, pursuant to the Agreement to which the Guarantor is a party, the indebtedness of the Debtor to the Lender will be evidenced by Demand Promissory Notes issued from time to time and on such terms as are provided for in the Agreement;

AND WHEREAS the Lender has:

1. Committed substantial working capital and significant management resources to the start-up and ongoing operations of the planned JV business, whose ultimate success will depend completely upon the continuing good faith performance and ongoing best efforts of the Guarantor to succeed;

2. Provided funding for substantially all of the initial cash requirements of the Debtor;

3. Contributed a significantly larger shareholder loan than 5G based upon the respective ownership interests in the Debtor, from which contribution 5G stands to benefit;

4. Undertaken to apply its best efforts to secure future funding for the JV, which will require the Lender to:

   a) expend significant ongoing corporate resources and management time in pursuing a US public market listing for its shares;
   b) base its regulatory filings in this regard substantively on its interest in the JV business; and
   c) while there can be no assurance that the Lender will be successful in attaining a public listing, all costs incurred by the Lender in this regard would be directly attributable to the present commitments of the Guarantor.

NOW THIS AGREEMENT WITNESSETH that, in consideration of the premises, the Guarantor covenants and agrees with the Lender as follows:

SECTION I

GUARANTEE

1.1 The Guarantor unconditionally guarantees and covenants with the Lender that the Debtor will duly and punctually pay to the Lender the principal of, interest on and all other moneys owing under the Demand Promissory Notes as and when the same become due and payable according to the terms of the Demand Promissory Notes.

1.2 The Guarantor hereby acknowledges communication of the terms of the Demand Promissory Notes, as provided for in the Agreement, and consents to and approves of the same. The Guarantee herein contained shall take effect and be binding upon the Guarantor notwithstanding any defect in or omission from the Demand Promissory Notes or any non-registration or non-filing or defective registration or filing or by reason of any failure of the security intended to be created by the Demand Promissory Notes.

1.3 The liability of the Guarantor under Section 1.1 hereof shall be joint and several with that of the Debtor and shall be absolute and unconditional. The Guarantor shall for all purposes of the guarantee be regarded as in the same position as a principal debtor, and hereby expressly waives judgment, demand, presentment, protest and notice thereof and of default. The obligation of the Guarantor hereunder shall be deemed to arise in respect of each default.

SECTION II

DEFAULT AND ENFORCEMENT

2.1 If the Debtor shall default in making payment of the principal of, interest on or any other moneys owing under the Demand Promissory Notes as and when the same become due and payable, then the Guarantor shall forthwith on demand by the Lender pay to the Lender the principal, interest and other moneys in default.

2.2 If the Guarantor shall fail forthwith on demand to make good any such default, the Lender may in its discretion proceed with the enforcement of its rights hereunder and may proceed to enforce such rights or from time to time thereof prior to, contemporaneously with or after any action taken under the Demand Promissory Notes.

2.3 All sums paid to or recovered by the Lender pursuant to the provisions hereof shall be applied by it in payment of the principal, interest and other moneys owing on the Demand Promissory Notes in such order as the Lender in its sole discretion may determine.

2.4 The Lender may waive any default of the Guarantor hereunder upon such terms and conditions as it may determine provided that no such waiver shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

2.5 Any moneys paid by or recovered from the Guarantor hereunder shall be held to have been paid *pro tanto* in discharge of the liability of the Guarantor hereunder, but not in discharge of the liability of the Debtor, and in the event of any such payment by or recovery from the Guarantor, the Guarantor hereby assigns any rights with respect to or arising from such payment or recovery (including without limitation any right of subrogation) to the Lender unless or until the Lender has received in the aggregate payment in full of all moneys owing on the Demand Promissory Notes.

SECTION III

RELEASE AND DISCHARGE

3.1 The liability of the Guarantor hereunder shall not be limited, released, discharged or in any way affected by any release, loss or alteration in or dealing with the security under the Demand Promissory Notes, or by time being given to the Debtor or to any person whomsoever by the Lender; or by any amendment of the Demand Promissory Notes; or by any compromise, arrangement, composition or plan of reorganization affecting the Debtor or the security under the Demand Promissory Notes; or by release of any person liable directly or as surety or otherwise; or by waiver of any default under the Demand Promissory Notes, or by any dealings whatsoever between the Lender and the Debtor or any other person or person whomsoever, or by any other act, omission or proceedings in relation to the Demand Promissory Notes or this Agreement whereby the Guarantor might otherwise be released or exonerated or the liabilities and obligations of the Guarantor hereunder affected.

3.2 After all moneys payable by the Debtor under the Demand Promissory Notes have been paid in full, this Guarantee will cease and become null and void and the Lender shall, at the request of and at the expense of the Guarantor execute and deliver a Release to the Guarantor.

SECTION IV

MISCELLANEOUS

4.1 This Agreement shall be governed by or construed exclusively in accordance with the laws of the province of British Columbia, Canada.

4.2 In this Agreement, the singular includes the plural and gender refers to all genders.

4.3 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, representations and proposals written or oral, relating to its subject matter.

4.4 Any notice to be given hereunder shall be valid and effective if such notice is sent by first class mail, postage prepaid, addressed to or personally delivered:

to the Lender at:

2300 West Sahara Avenue, Suite 500
Las Vegas, Nevada
USA 89102

and to the Guarantor at:

[insert Guarantor's notice address]

with a copy to

[insert alternate Guarantor's notice address, as appropriate]

Any notice so given by mail shall be deemed to have been given on the third business day following the date of mailing and any notice so given by being personally delivered shall be deemed to have been given when so delivered.

4.5 Any term or provision of this Agreement can be modified only with the written consent of both parties. The failure of either party to exercise any right or to insist on strict compliance with the provisions hereof shall not constitute a waiver of the provisions of this Agreement with respect to any other or subsequent breach hereof nor a waiver of its right to require strict compliance with the provisions of this Agreement.

SECTION V

LIMITATION OF LIABILITY

5.1 Notwithstanding anything herein contained, it is agreed by and between the Lender and the Guarantor that the liability of the Guarantor hereunder shall be limited to the sum of US $75,000 and interest thereon at the rate of Bank Prime (as determined from time to time by the Debtor's bank) plus 4% from the date of demand by the Lender on the Guarantor hereunder until payment in full by the Guarantor of all moneys owing hereunder.

IN WITNESS WHEREOF the Guarantor has executed these presents.

[If individual sign as:]
Signed, sealed and delivered by:

[insert Guarantor name] (seal)

_____
Signature

In the presence of:

WITNESS:

_____
Signature

Name: _____
Occupation: _____
Address: _____

_____

_____

[If corporation sign as:]

[insert Guarantor name]

Per: _____
Authorized Signatory

Name: _____
Title: _____

SCHEDULE E

TO THAT SHAREHOLDERS AGREEMENT BETWEEN Gilder Enterprises, Inc., 5G Wireless Communications Pte Ltd., Tan and Nex Connectivity Solutions Inc. (the “Company”) dated for reference the 25th day of May, 2003.

SECURITY AGREEMENT

THIS AGREEMENT made this 25th day of May, 2003

BETWEEN:

GILDER ENTERPRISES, INC., a Nevada corporation, having its registered offices at 2300 West Sahara Avenue, Suite 500, Las Vegas, Nevada, USA 89102

Hereinafter called the "Lender",
OF THE FIRST PART,

- and -

[insert name of Guarantor], a *[insert jurisdiction of incorporation / nationality] [corporation]*, *[resident / having its registered offices]* at *[insert address]* .

Hereinafter called the "Guarantor",
OF THE SECOND PART.

WHEREAS *[insert name of JV entity debtor]* (the "Debtor") was established in order to pursue the *[insert jurisdiction]* operations of a North American joint venture (“JV”) between the Lender, 5G Wireless Communications Pte Ltd, and Michael Peh Hin Tan, with the purpose of building a specialized Internet access networks business in Canada;

AND WHEREAS 5G Wireless Communications Pte Ltd. is a Singapore company controlled by the Tan;

AND WHEREAS pursuant to a Shareholder Agreement dated the25th day of May, 2003 (the “Agreement”) between the Lender, 5G Wireless Communications Pte Ltd. and Tan, the Debtor will be indebted to the Lender for funds to be advanced from time to time under the Agreement;

AND WHEREAS, pursuant to the Agreement to which the Guarantor is a party, the indebtedness of the Debtor to the Lender will be evidenced by Demand Promissory Notes issued from time to time and on such terms as are provided for in the Agreement;

AND WHEREAS pursuant the Agreement, the Guarantor has provided to the Lender its Guarantee of the indebtedness of the Debtor;

1. **Grant of Security Interest**

As a general and continuing security for the payment of all obligations, indebtedness and liabilities of the Debtor or the Guarantor to the Lender whether incurred prior to, at the time of, or subsequent to the execution hereof, including extensions or renewals, and all other liabilities of the Debtor or the Guarantor to the Lender direct or indirect, wheresoever and howsoever incurred and any ultimate unpaid balance thereof, including, without restricting the generality of the foregoing, advances to the Debtor under fixed or revolving credits established from time to time, letters of credit whether or not drawn upon, issued by the Lender with respect to the Debtor, and the obligation and liability of the Guarantor under any contract of guarantee now or hereafter in existence whereby the Guarantor guarantees payment of the debts, liabilities and obligations of a third party to the Lender, (all of the foregoing being herein called, and included in, the "Obligations"), the Guarantor hereby grants to the Lender a continuing security interest in all of the undertakings of the Guarantor and in all Goods, Chattel Paper, Documents of Title, Instruments, Intangibles, Securities and any other personal property or rights now or hereafter owned or acquired by the Guarantor (all of the foregoing being herein called, and included in, the "Collateral").

2. **Representations and Warranties of Guarantor**

The Guarantor hereby warrants and agrees with the Lender as follows:

(a) The Guarantor will not, during the currency of this Agreement, give any further or other security agreement covering the Collateral to any party other than the Lender and no financing statement (other than any which may be filed on behalf of the Lender) covering any of the Collateral is now or will be on file in any public office while this Security Agreement remains outstanding, save that the Guarantor may create a purchase money security interest in collateral hereafter acquired but only if such interest is perfected and notification thereof given to the Lender pursuant to the provisions of the governing statutes in that behalf.

(b) That except for the security interest granted hereby, the Guarantor is, or, as to Collateral acquired after the date hereof (save a purchase money security interest as above described) will be the owner of the Collateral, free from any adverse lien, security interest or encumbrance, and agrees that it will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

(c) The Guarantor's principal place of *[residence/business]* where it keeps its records respecting the Collateral, is that given at the beginning of this Agreement and all other places assets of the Guarantor may be located are listed on Schedule "A" hereto. If the Guarantor changes its principal place of *[residence/business]*, or the locations where it keeps its assets respecting the Collateral, or acquires other assets, or establishes other places of *[occasional residence/business]*, it will promptly notify the Lender.

(d) The Guarantor shall from time to time forthwith on request furnish to the Lender in writing all information requested relating to the Collateral and the Lender shall be entitled from time to time to inspect the aforesaid Collateral and to take temporary

custody of and make copies of all documents relating to the Collateral and for such purposes the Lender shall have access to all premises occupied by the Guarantor or where the Collateral or any of it may be found.

(e) The Guarantor shall from time to time forthwith on the Lender's request do, make and execute all such financing statements, further assignments, documents, acts, matters and things as may be required by the Lender of or with respect to the Collateral or any part thereof or as may be required to give effect to these presents, and the Guarantor hereby constitutes and appoints the Manager or acting Manager for the time being of the above-mentioned office of the Lender, or any receiver appointed by the Court or Lender as hereafter set out, the true and lawful attorney of the Guarantor irrevocably with full power of substitution to do, make and execute all such assignments, documents, acts, matters or things with the right to use the name of the Guarantor whenever and wherever it may be deemed necessary or expedient.

(f) The Guarantor shall keep the inventory and equipment insured against loss by fire and such other risks as the Lender may reasonably require for their full insurable value and will pay all premiums in connection with such insurance. All policies of insurance and the proceeds thereof will be held in trust by the Guarantor for the benefit of the Lender under the provisions of this Agreement. If the Guarantor neglects to provide such insurance, the Lender may obtain the same and charge the premiums therefor to the Guarantor, together with interest at the rate currently charged to the Guarantor under its obligations to the Lender at the date of payment of the premium by the Lender.

2. **Default**

At the option of the Lender, the security hereby granted shall become enforceable upon the happening of any of the following events:

(a) If the Debtor or the Guarantor fail to pay or perform when due any of the Obligations;

(b) If the Debtor or the Guarantor fail to perform any provisions of this Agreement or of any other agreement to which the Debtor or the Guarantor and the Lender are parties;

(c) If any of the representations and warranties in this Agreement was incorrect when made or deemed to have been made;

(d) If the Debtor or the Guarantor ceases or threatens to cease to carry on its business, commits an act of bankruptcy, becomes insolvent, makes an assignment or bulk sale of its assets, or proposes a compromise or arrangement to its creditors;

(e) If any proceeding is taken with respect to a compromise or arrangement, or to have the Debtor or the Guarantor declared bankrupt or wound up, or to have a receiver appointed of any part of the Collateral or if any encumbrancer takes possession of any part thereof;

(f) If any execution, sequestration or other process of any court becomes enforceable against the Debtor or the Guarantor or if any distress or analogous process is levied upon the Collateral or any part thereof;

(g) If the Lender in good faith believes that the prospect of payment or performance of any of the Obligations is impaired;

and in such event:

(a) The Lender may, in addition to any other rights, appoint by instrument in writing a receiver of all or any part of the collateral and remove or replace such receiver from time to time or may institute proceedings in any Court of competent jurisdiction for the appointment of such a receiver. Where the Lender is hereafter in this paragraph referred to the terms shall, where the context permits, include any Receiver so appointed and the officers, employees, servants or agents of such Receiver.

(b) The Guarantor will forthwith upon demand assemble and deliver to the Lender possession of all the Collateral at such place as may be specified by the Lender. In any event, at its option the Lender may take such steps as it considers necessary or desirable to obtain possession of all or any part of the Collateral, and to that end the Guarantor agrees that the Lender may by its servants, agents or Receiver at any time during the day or night, enter upon lands and premises, and if necessary break into houses, buildings and enclosures, wheresoever and whatsoever where the Collateral may be found for the purpose of taking possession of and removing the Collateral or any part thereof.

(c) The Lender may seize, collect, realize, borrow money on the security of, release to third parties or otherwise deal with the Collateral or any part thereof in such manner, upon such terms and conditions and at such time or times as may seem to it advisable and without notice to the Guarantor (except as otherwise required by any applicable law), and may charge on its own behalf and pay to others reasonable sums for expenses incurred and for services rendered (expressly including legal advices and services, and receivers and accounting fees) in or in connection with seizing, collecting, realizing borrowing on the security of, selling or obtaining payment of the Collateral and may add the amount of such sums to the indebtedness of the Debtor.

(d) At its option, to be notified to the Guarantor in the manner provided by the governing statute, the Lender may elect to retain all or any part of the Collateral in satisfaction of the obligations to it of the Debtor or the Guarantor.

(e) The Lender shall not be liable or accountable for any failure to seize, collect, realize, sell or obtain payment of the Collateral or any part thereof and shall not be bound to institute proceedings for the purpose of seizing, collecting, realizing or obtaining possession or payment of the same or for the purpose of preserving any rights of the Lender, the Debtor or the Guarantor or any other person, firm or corporation in respect of same.

(f) The Lender may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the Debtor, the Guarantor, debtors of the Debtor or the Guarantor, sureties and others and with the Collateral and other securities as the Lender may see fit without prejudice to the liability of the Debtor or the Guarantor or the Lender's right to hold and realize the Collateral.

(g) All monies collected or received by the Lender in respect of the Collateral may be applied on account of such parts of the indebtedness and liability of the Debtor or the Guarantor as to the Lender seems best or may be held unappropriated in a collateral account or in the discretion of the Lender may be released to the Debtor or the Guarantor, all without prejudice to the Lender's claims upon the Debtor or the Guarantor.

(h) In the event of the Lender taking possession of the said Collateral, or any part thereof in accordance with the provisions of this Agreement, the Lender shall have the right to maintain the same upon the premises on which the Collateral may then be situate, and for the purpose of such maintaining shall be entitled to the free use and enjoyment of all necessary buildings, premises, housing, shelter and accommodation for the proper maintaining, housing and protection of the said Collateral, and for its servant or servants, assistant or assistants, and the Guarantor covenants and agrees to provide the same without cost or expense to the Lender until such time as the Lender shall determine in its discretion to remove, sell or otherwise dispose of the said Collateral so taken possession of by it as aforesaid.

(i) To facilitate the realization of the Collateral the Lender may carry on or concur in the carrying on of all or any part of the business of the Debtor or the Guarantor and may to the exclusion of all others, including the Debtor or the Guarantor, enter upon, occupy and use all or any of the premises, buildings, plant and undertaking of or occupied or used by the Debtor or the Guarantor and use all or any of the tools, machinery and equipment of the Debtor or the Guarantor for such time as the Lender sees fit, free of charge, to manufacture or complete the manufacture of any inventory and to pack and ship the finished product, and the Lender shall not be liable to the Debtor or the Guarantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions.

(j) The Lender may, if it deems it necessary for the proper realization of all or any part of the Collateral, pay any encumbrance, lien, claim or charge that may exist or be threatened against the same and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the obligations of the Debtor to the Lender as hereby secured, and shall bear interest at the rate currently charged to the Debtor under its obligations to the Lender at the date of payment thereof by the Lender.

(k) If after all the expenses of the Lender in connection with the preservation and realization of the Collateral as above described shall have been satisfied and all obligations, including contingent obligations, of the Debtor to the Lender shall have been satisfied and paid in full together with interest, any balance of monies in the hands of the Lender arising out of the realization of the Collateral, shall be paid to any person other than the Debtor or the Guarantor whom the Lender knows to be the owner of the Collateral, and in the absence of such knowledge, such balance shall be paid to the Debtor.

3. **Dealing with Collateral by the Guarantor:**

(a) The Guarantor in the ordinary course of its business may lease or sell items of inventory, so that the purchaser thereof takes title clear of the security interest hereby

created, but if such sale or lease results in an account receivable, such account receivable is subject to the security interest hereby created.

(b) In the event that the Guarantor shall collect or receive any of the accounts receivable or shall dispose of and be paid for any of the other Collateral covered by this Agreement, all non-cash proceeds of such disposition shall be subject to the security interest hereby created and all monies so collected or received by the Guarantor shall be received as Trustee for the Lender and shall be held separate and apart from other monies of the Guarantor, and shall forthwith be paid over to the Lender.

4. This Agreement is in addition to and not in substitution for any other agreement between the parties creating a security interest in all or part of the Collateral, and whether heretofore or hereafter made, and the terms of such other agreement or agreements shall be deemed to be continued unless expressly provided to the contrary in writing and signed by the parties.

5. Any notice required to be given to the Guarantor or the Lender may be sent by prepaid registered mail addressed to the appropriate party at the address above shown, or such further or other address as such party may notify to the other in writing from time to time, and if so sent, the notice shall be deemed to have been given on the fifth day following the day when it is deposited in the post office.

6. Any failure of the Lender to exercise any right set out in this Agreement in any particular instance shall not constitute a waiver thereof in any other instance.

7. All rights of the Lender hereunder shall be assignable and in any action brought by an assignee to enforce such rights, the Guarantor shall not assert against the assignee any claim or defence which the Guarantor now has or may hereafter have against the Lender.

8. This Agreement shall be interpreted in accordance with the laws of the Province of British Columbia. Reference to the governing statute shall be to the Personal Property Security Act of British Columbia as amended from time to time.

9. This Agreement and everything herein contained shall extend to and bind and may be taken advantage of by the respective heirs, executors, administrators, successors and assigns, as the case may be, of each and every of the parties hereto, and where there is more than one Guarantor or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and where there is more than one Guarantor all covenants shall be deemed to be joint and several.

IN WITNESS WHEREOF THE GUARANTOR has executed these presents.

[If individual sign as:]
Signed, sealed and delivered by:

[insert Guarantor name] (seal)

Signature

In the presence of:

WITNESS:

Signature

Name:_____
Occupation: _____
Address: _____

[If corporation sign as:]

[insert Guarantor name]

Per: _____
Authorized Signatory

Name:_____
Title: _____

Schedule "A"

ADDRESSES OF THE GUARANTOR WHERE ALL OR PART OF THE COLLATERAL MAY BE FOUND

1.

2.

3.

DATED: May 25, 2003

BETWEEN:

[insert name of Guarantor]

- and -

GILDER ENTERPRISES, INC.

SECURITY AGREEMENT

AMENDMENT NO. 1 TO JOINT VENTURE AGREEMENT

THIS AGREEMENT dated for reference the 4th day of July, 2003.

BETWEEN:

GILDER ENTERPRISES, INC., a Nevada corporation, having its registered offices at 2300 West Sahara Avenue, Suite 500, Las Vegas, Nevada, USA 89102

(hereinafter called "Gilder")

5G WIRELESS COMMUNICATIONS PTE LTD. , a Singapore corporation, having its registered offices at Penthouse Level, Suntec Tower 3, 8 Temasek Boulevard, Singapore 038988.

(hereinafter called "5G")

AND:

MICHAEL PEH HIN TAN , a Singapore national (Singapore passport number 1686630Z), resident at #4, Kengchin Road, Singapore, 258707.

(hereinafter called "Tan")

WHEREAS:

A. Gilder, 5G and Tan (the "Parties") entered into a joint venture agreement dated May 25, 2003 (the "Joint Venture Agreement").

B. The Parties wish to amend the Joint Venture Agreement on the terms of this Amendment No. 1 to Joint Venture Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutua1 covenants and agreements hereinafter set forth, the parties hereto agree each with the

1. The shareholders agreement attached to the Joint Venture Agreement as Schedule A is hereby amended by deleting the original Section 2.06 and replacing Section 2.06 with the following:

"2.06 The following matters shall only be undertaken with the consent in writing of Gilder:

(a) The sa1e, lease, transfer, mortgage, pledge or other disposition of the undertaking of the Company or any of its subsidiaries;

(b) Any increase or reduction in the capital of the Company;

(c) The consolidation, merger or amalgamation of the Company with any other company,

association, partnership or legal entity;

(d) Any single capital expenditure of the Company in excess of $5,000, or any lease by the Company of property having a fair market value in excess of $5,000;

(e) Any borrowing by the Company or any of its subsidiaries which would result in the aggregate indebtedness of the Company (other than amounts due to Shareholders) being in ex

(f) Any loans by the Company or any of its subsidiaries to any Shareho1ders, or to an Affiliate;

(g) Any transaction out of the ordinary course of the business of the Company;

(h) Any contract between the Company and any Shareholders or an Affiliate;

(i) Any change in the authorized signing officers in respect of legal documents or any bank or other financial institution;

(j) Any agreement by the Company, which restricts or purports to restrict or which permits any other party to accelerate or demand the payment of any indebtedness of the Company

(k) All employment contracts made by the Company;

Provided that nothing in this paragraph 2.06 shall be construed so as to fetter the discretion of the directors of the Company to require such directors to act in a particular way with respect to any

2. The Joint Venture Agreement shall continue in full force and effect without amendment except as provided in this Amendment No. 1 to Joint Venture Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

GILDER ENTERPRISES, INC.

Per:
/s/ Joseph Bowes
Authorized Signatory

Name:
J. Bowes

Title:
President

5G
WIRELESS COMMUNICATIONS PTE LTD.

Per:
/s/ Michael Tan
Authorized Signatory

Name:
Michael Tan

Title:
CEO

Signed, sealed and delivered by:

MICHAEL PEH HIN TAN

/s/
Michael Tan
(seal)
Signature

In the presence of:

WITNESS:

/s/
Dennis Tan

Signature

Name: Dennis Tan

Occupation: Consultant

Address: 1344 Whitley Road

West Vancouver, BC V7S 2N5

AMENDMENT
NO. 1 TO SHAREHOLDERS AGREEMENT

THIS AGREEMENT dated for reference the 4th day of July, 2003.

BETWEEN:

GILDER ENTERPRISES, INC., a Nevada corporation, having its registered offices at 2300 West Sahara Avenue, Suite 500, Las Vegas, Nevada, USA 89102

(hereinafter called "Gilder")

5G WIRELESS COMMUNICATIONS PTE LTD. , a Singapore corporation, having its registered offices at Penthouse Level, Suntec Tower 3, 8 Temasek Boulevard, Singapore 038988.

(hereinafter called "5G")

MICHAEL PEH HIN TAN , a Singapore national (Singapore passport number 1686630Z), resident at #4, Kengchin Road, Singapore, 258707.

(hereinafter called "Tan")

AND:

NEX CONNECTIVITY SOLUTIONS INC., a Canadian corporation, having its registered offices at 3639 Garibaldi Drive, North Vancouver, British Columbia, Canada V7H 2W2.

(hereinafter called the "Company")

WHEREAS:

A. The Company, Gilder, 5G and Tan (the "Parties") entered into a shareholders agreement dated May 25, 2003 (the "Shareholders Agreement".

B. The Parties wish to amend the Shareholders Agreement on the terms of this Amendment No. 1 to Shareholders Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutua1 covenants and agreements hereinafter set forth, the parties hereto agree each with the

1. The Shareholders Agreement is hereby amended by deleting the original Section 2.06 and replacing Section 2.06 with the following:

"2.06 The following matters shall only be undertaken with the consent in writing of Gilder:

(a) The sa1e, lease, transfer, mortgage, pledge or other disposition of the undertaking of the Company or any of its subsidiaries;

(b) Any increase or reduction in the capital of the Company;

(c) The consolidation, merger or amalgamation of the Company with any other company, association, partnership or legal entity;

(d) Any single capital expenditure of the Company in excess of $5,000, or any lease by the Company of property having a fair market value in excess of $5,000;

(e) Any borrowing by the Company or any of its subsidiaries which would result in the aggregate indebtedness of the Company (other than amounts due to Shareholders) being in ex

(f) Any loans by the Company or any of its subsidiaries to any Shareho1ders, or to an Affiliate;

(g) Any transaction out of the ordinary course of the business of the Company;

(h) Any contract between the Company and any Shareholders or an Affiliate;

(i) Any change in the authorized signing officers in respect of legal documents or any bank or other financial institution;

(j) Any agreement by the Company, which restricts or purports to restrict or which permits any other party to accelerate or demand the payment of any indebtedness of the Company

(k) All employment contracts made by the Company;

Provided that nothing in this paragraph 2.06 shall be construed so as to fetter the discretion of the directors of the Company to require such directors to act in a particular way with respect to any

2. The Shareholders Agreement shall continue in full force and effect without amendment except as provided in this Amendment No. 1 to Shareholders Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

GILDER ENTERPRISES, INC.

Per:
/s/ Joseph Bowes
Authorized Signatory

Name:
Joseph Bowes

Title:
President

5G WIRELESS COMMUNICATIONS PTE. LTD.

Per:
/s/ Michael Tan

Authorized Signatory

Name:
Michael Tan

Title:
CEO

Signed, sealed and delivered by:

MICHAEL PEH HIN TAN

/s/
Michael Tan
(seal)
Signature

In the presence of:

WITNESS:

/s/
Dennis Tan

Signature

Name: Dennis Tan

Occupation: Consultant

Address: 1344 Whitley Road

West Vancouver, BC V7S 2N5

NEX CONNECTIVITY SOLUTIONS INC.

Per:
/s/ Joseph Bowes

Authorized Signatory

Name:
J. Bowes

Title:
Director

INTERNET SERVICES AGREEMENT

THIS AGREEMENT is made the 1st day of Feburary 2004

BETWEEN

A. NEX CONNECTIVITY SOLUTIONS INC., a Canadian corporation having its registered offices at 3639 Garibaldi Drive, North Vancouver, British Columbia, Canada V7H 2W2

(hereinafter referred to as "Nex");

AND

B. Global Gateway Corp (dba Empire Landmark), a British Columbia corporation having its registered offices at 1400 Robson Street, Vancouver, BC, Canada

(hereinafter referred to as "the Hotel").

RECITALS

1. Nex is involved in the business of designing, installing, owning and operating high speed Internet access networks and is experienced with other telecommunications and Internet related technologies and services including wireless and wireline network applications, and voice-over Internet protocol (“VOIP“), wireless data transmission and power line telecommunications.

2. The Hotel operates Empire Landmark Hotel, which is a hotel property physically situated at 1400 Robson Street, Vancouver, British Columbia, Canada (the “Hotel Premises”).

3. The Hotel wishes to have a high speed Internet access network supporting wireless applications installed and operated in the Hotel Premises in order to provide high speed Internet access and related services for the use of its guests and others.

4. The parties have agreed that the terms and conditions of this agreement shall govern their respective rights and obligations.

ACCORDINGLY, IT IS HEREBY AGREED AS FOLLOWS:

1. INTERPRETATION

Where used in this Agreement, each of the words and phrases set out below shall have the following meanings:

‘Affiliate’ shall mean, with respect to any party hereto, any corporation which is directly or indirectly controlled by such party, and any corporation controlling any party hereto.

'Client Information' shall mean the identity of the Hotel's clients and guests, information about the Hotel's clients and guests, and information provided by the Hotel's clients or guests to Nex;

'Confidential Information' shall mean any documentation or information marked as confidential and all know-how, ideas, concepts, company structures, details of parties and contractors, financial modelling, technology, business plans, Client Information, business opportunities, financial information, cash flows, budgets, research and development, techniques, processes, personnel information, policies, business connections, transactions, marketing and commercial knowledge relating to or developed by or in connection with either party. Apart from the fact of the existence of this Agreement, all details related to the business deal between the parties and the specific provisions of this Agreement are herewith deemed to be Confidential Information.

2. INSTALLATION AND COMMISSIONING OF THE SYSTEM

2.1 Nex has agreed to install and commission at its own cost a high speed Internet access network (the "System") on the Hotel Premises that, without intending to limit the generality of the foregoing or the initial or future services provided in combination with said System, will be suited to providing high speed Internet access via wireless access points. The System is intended to service guest rooms, meeting and convention facilities, food and beverage outlets and other areas within the Hotel Premises as agreed with the Hotel. Initially the System will service all rooms on the 34th to the 40th floor of the Hotel Premises and wireless enable the lobby and meeting room areas. The system will also include Internet access to the Hotel back office. Future expansion of the System will be as agreed between the parties and will be dependent upon actual demand and the profitability of same.

2.2 The Hotel is to provide at its own cost the relevant power supply outlets and an external, leased-line broadband Internet connection, to Nex's specifications, as required for the proper functioning of the System. In respect of these items only, the Hotel will pay any initial installation expenditures and all ongoing charges thereafter.

2.3 It is the parties intent that the initial System to be provided by Nex will be installed and fully commissioned on or before March 31st 2004 (the"Operational Date"). It is understood that Nex and the Hotel will be relying upon a third-party, wide-area network service provider, to install to Nex's specifications at the Hotel Premises, a fully-functioning, commercial-use, leased line, broadband Internet connection which is external to and required for the proper functioning of the System. It is agreed between the parties that the Operational Date is subject to the external broadband Internet connection being fully functional on or before March 1st, 2004. The parties further agree that the deadline for the Operational Date will be extended, day-for-day, for any delays in the installation and full-functioning to Nex's specifications of the external broadband Internet connection.

3. BETA TEST PERIOD

3.1 Beta testing of the System will be conducted over a one (1) month period (the “Beta Test Period”) after the Operational Date. During the Beta Test Period, hotel guests and others as the Hotel and Nex shall determine will not be charged for the use of the System.

3.2 During the Beta Test Period, Nex and the Hotel will jointly review the functioning and administration of the System on a weekly basis to ensure the quality of service to hotel guests and to resolve any issues which may arise during this period (the “Beta Test Quality of Service Reviews”).

3.3 During installation and commissioning and the Beta Test Period thereafter, Nex representatives will be at the Hotel Premises to conduct necessary System monitoring and testing. During this time the Hotel will provide Nex the use of a dedicated room suited to these purposes.

3.4 At the conclusion of the Beta Test Period as defined above, and subject to resolving by a mutually agreed date such issues, if any, as may be identified in the Beta Test Quality of Service Reviews, the System will be deemed fully implemented (“Full Implementation”).

4. SUPPORT SERVICES AND TRAINING

4.1 After Full Implementation, Nex will carry out ongoing technical support and servicing for the System (the “Support Services”). The Hotel will make available to Nex a suitable dedicated area in the hotel to enable Nex to provide the Support Services.

4.2 A dedicated support line manned by Nex personnel will be available to Hotel staff and guests of the Hotel to call for assistance when required. In the event a problem cannot be resolved over the phone, Nex personnel will arrange with the staff or guest of the hotel to come on-site to resolve the problem. On-site response times for assisting guest connections will typically be 90 minutes. In event of a network outage, Nex personnel will be deployed on-site immediately and should be on premises within the hour.

4.3 Nex will provide periodic training at the Hotel Premises to front desk, reservations, information technology and other staff as designated by the Hotel to support familiarization of Hotel staff with the System and Support Services, ongoing marketing efforts, and to facilitate all other aspects of joint System and Support Services administration.

4.4 On a quarterly basis or on such other schedule as may be mutually agreed after Full Implementation, Nex and the Hotel will jointly review the functioning and administration of the Systems and Support Services to ensure the quality of service to hotel guests and others, the effectiveness of marketing efforts and to resolve any issues which may arise in this regard. (the “Quality of Service Reviews”).

5. EXPENSES

Each party agrees to bear its own costs and expenses including legal fees arising from the preparation and execution of this agreement.

6. REVENUE DISTRIBUTIONS

6.1 Revenue shall mean all payments received by the Hotel or Nex for use of the System in a given period, after providing for any necessary refunds. The parties shall share the Revenue as follows – 85% to Nex and 15% to the Hotel.

6.2 At the time of Full Implementation, user access and the billing for same will be administered through a pre-paid card system utilizing cards provided by Nex that will be issued by the Hotel. Future System enhancements may provide for alternative user authentication and payment methods, possibly including on-line credit card processing and/or integration of the System with the guest room-billing functions of the Hotel property's internal property management system.

6.3 For ongoing accounting and audit purposes and to facilitate related management reporting and control, reports on System utilization and any Revenue receipts received by Nex, detailed by individual user/pre-paid card, will be provided by Nex to the Hotel. Similarly for ongoing accounting and audit purposes and to facilitate related management reporting and control, reports on Revenue receipts received by the Hotel, detailed by individual user/pre-paid card, will be provided by the Hotel to Nex.

6.4 Accounting and settlement activities between the parties will be completed monthly and will take place within 7 business days of the last day of the month.

6.5 The initial rates for services provided by Nex are as provided in Appendix 1: Schedule of Services and Fees. Nex and the Hotel will periodically agree on the amount or amounts that System users are to be charged, taking into account prevailing market conditions and the objectives of building System usage and revenues. Nothwithstanding this undertaking to agree, it is acknowledged by the parties that Nex may find it uneconomic to operate the System and provide the Support Services as agreed. Should such a situation arise and prevail for six months or more in spite of the best efforts of the parties to remedy same, Nex can then terminate this agreement and remove its assets as provided in paragraph 11. If Nex terminates this agreement less than three years from the start of operations, Nex will transfer the equipment and assets installed to the Hotel at no cost, such that the Hotel can continue operations without any disruption to service.

6.6 Nex and the Hotel will periodically agree on the process of handling user complaints. Such process will have the principle objective of preserving the customer relationship while at the same time providing an adequate written audit trail to support any refunds or other accommodations granted to a user that would affect the Revenue amount above, and/or the accounting and settlement activities related thereto.

7. DISCLOSURES AND PUBLICITY

7.1 Neither party shall issue any press release or make any public announcement using the names, marks or identifiers of the other party without the other party's prior written consent.

8. PROTECTION OF CONFIDENTIAL INFORMATION

8.1 Except as required by law, each party shall:

(a) preserve the confidential nature of any Confidential Information of the other party that it may receive;

(b) on termination or expiry of this agreement, surrender to the other party all Confidential Information of the other party including copies or duplicates of, or notes or memoranda concerning, the Confidential Information of that other party or any part of it in its possession, power or control at that time;

(c) not disclose, or cause or allow to be disclosed, directly or indirectly the Confidential Information of the other party or any part of it to any person not authorised to receive it, other than to its professional advisors, shareholders, employees, agents or contractors or investors requiring the information for the purposes of evaluating or implementing the System and Support Services, or to otherwise perform the duties and obligations contemplated in this Agreement, in which instance the party so disclosing will ensure that such persons are subject to confidentiality obligations consistent with those imposed on the parties to this agreement;

(d) not copy or duplicate or use the Confidential Information of the other party or any part of it otherwise than for the purpose of evaluating or implementing the System and Support Services, or to otherwise perform the duties and obligations contemplated in this Agreement; and

(e) not use any Confidential Information for any purpose other than evaluating or implementing the System and Support Services, or to otherwise perform the duties and obligations contemplated in this Agreement, unless the other party gives its prior written consent or agreement, in relation to any part of the Confidential Information which is confidential to that other party.

PROVIDED that this obligation shall not apply to information which:

(a) is in or enters the public domain other than as a result of a breach of this agreement;

(b) is disclosed by a third party with the prior written consent of both parties;

(c) a party establishes was already known to it before discussions with the other party and is not otherwise subject to any restriction; or

(d) is required to be disclosed under any applicable law or statutory requirement.

8.2 Nex, its employees, servants or agents shall not disclose, or cause or allow to be disclosed, directly or indirectly any Client Information which they obtain or to which they are exposed to, or any part of it, to any other person including, but not limited to any other fellow employee except as absolutely necessary in evaluating or implementing the System and Support Services, or to otherwise perform the duties and obligations contemplated in this Agreement.

8.3 The provisions in this Agreement regarding Confidential Information and Client Information shall survive termination and are severable for that purpose.

9. CONTRACT TERM AND RENEWAL

This Agreement terminates at 12:00 midnight on the day that is five (5) years after the date of Full Implementation (the "Termination Date"). Prior to the Termination Date either party shall advise the other of their intention to renew (upon the such terms and conditions as may be suitable at the time) or to not renew as the case may be, by giving formal written notice at least six (6) months prior to the Termination Date in order to provide for a suitable period for necessary contract negotiations or, alternatively, in order to provide for an orderly transition in service.

10. DEFAULT

If at any time either party is in default of any provision in this Agreement (the "Defaulting Party"), the other party (the "Other Party") may terminate this Agreement, but only if the Other Party:

(a) Shall have first given to the Defaulting Party a written notice of default containing particulars of the obligation which the Defaulting Party has not performed or breached; and

(b) The Defaulting Party has not, within 30 days following delivery of such written notice of default, cured such default or commenced proceedings to cure such default by appropriate performance within a reasonable period of time. The Defaulting Party hereby agrees that, if it commences action to cure any such default, it will act forthwith and without any undue delay.

Should the Defaulting Party fail to comply as provided above, the Other Party may thereafter terminate this Agreement in accordance with the termination provision herein.

11. TERMINATION

Pursuant to the provisions herein regarding default and dispute resolution, a party may terminate this Agreement by serving on the other party a written notice providing 60 days advance notice of termination. Upon termination of this Agreement, Nex shall be entitled to remove from the Hotel Premises all System equipment and any other of Nex's assets required for the proper functioning of the System or provision of the Support Services, including without intending to limit the generality of the foregoing, operations manuals, servicing and other equipment, and any Nex produced marketing materials situated on the Hotel Premises pursuant to this Agreement . The Hotel shall grant Nex, its employees, servants or agents reasonable access to all such assets located on the Hotel Premises. If Nex terminates this agreement before March 1 2007, the Hotel will be entitled to keep all System equipment and associated assets installed in the premises at no additional cost to the Hotel.

12. NO ASSIGNMENT

The parties hereto shall not assign their rights and obligations hereunder to any third party without the prior written consent of the other party. Provided however that either party may sell, transfer or otherwise dispose of the whole or any of their rights and obligations hereunder to any of their Affiliates without restriction so long as the Affiliate will likewise be bound by and have the benefit of the provisions of this Agreement

13. DISPUTE RESOLUTION

All disputes between the parties arising under this Agreement, which the parties are unable to resolve between themselves within 30 days, will be resolved by arbitration under the rules of the British Columbia International Commercial Arbitration Centre ("BCICAC") by a sole arbitrator subject to the following:

(a) Any party may refer any dispute to arbitration by notice to the other and, within 30 days after receipt of such notice, the parties will endeavor to agree on the appointment of a sole arbitrator, who will be capable of commencing the arbitration within 21 days of his appointment. In the event that the parties are unable to agree on an arbitrator, the parties agree to be bound by the rules of the BCICAC providing for the appointment of a sole arbitrator. The arbitrator will be an individual who by a combination of education and experience is competent to adjudicate the matter in dispute and who has indicated his willingness and ability to act as arbitrator

(b) The decision of the arbitrator will be final and binding upon each of the parties and will not be subject to appeal or judicial review.

14. LAWS APPLICABLE

This agreement shall be governed and construed in accordance with the laws of British Columbia, Canada.

15. FORCE MAJEURE

If the performance of the contract or any obligation under it is prevented, restricted or interfered with by reason of circumstances beyond the reasonable control of the party obliged to perform it, the party so affected upon giving prompt notice to the other party shall be excused from performance to the extent of the prevention, restriction or interference, but the party so affected shall use its best efforts to avoid or remove such causes of non-performance and shall continue performance under the contract with the utmost despatch whenever such causes are removed or diminished.

16. NOTICE

Unless otherwise specified herein, any notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by prepaid registered mail, telexed or telegraphed to, or delivered at the address of the other party as hereinafter set forth, or at such other address as the parties may from time to time direct in writing, and any such notice shall be deemed to have been received, if mailed, telefaxed or telegraphed, three (3) business days after the date of mailing, faxing or telegraphing, and if delivered, upon the date of delivery. If normal mail service, telex service or telegraph service is interrupted by strike, slowdown, force majeure or other cause, a notice sent by the impaired means of communication will not be deemed to be received until actually received and the Party sending the notice shall utilize any other such services which have not been interrupted or shall deliver such notice in order to ensure prompt receipt thereof.

If to Nex Connectivity Solutions Inc., at its registered offices located at 3639 Garibaldi Drive, North Vancouver, British Columbia, Canada, V7H 2W2, Attention: President

with a copy to its Operations Office located at 850 West Pender Street, Suite 1250, Vancouver, BC, Attention: User Support Manager

If to Global Gateway Corp, at its registered offices located at 1400 Robson Street Vancouver, BC, Canada, Attention:Controller

with a copy to the General Manager

17. HEADINGS

The headings contained this Agreement are inserted for convenience only and shall not affect the construction hereof.

18. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in whole or in part, in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

19. ENTIRE AGREEMENT

The provisions herein constitute the entire agreement between the parties and supersedes all previous expectations, understandings, communications, representations and agreements whether verbal or written between them with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

NEX CONNECTIVITY SOLUTIONS INC.

Per: /s/ Joseph Bowes
Authorized Signatory

Name: Joseph Bowes
Title: President

Global Gateway Corp (Empire Landmark Hotel).

Per: /s/ Peter Lui
Authorized Signatory

Name: Peter Lui
Title: Controller

INTERNET SERVICES AGREEMENT

Schedule of Services and Fees

Services	Fees
24 hour high speed Internet service	$13.00

BDO Dunwoody LLP
Chartered Accountants

600 Park Place
666 Burrard Street
Vancouver, BC, Canada V6C 2X8
Telephone: (604) 688-5421
Telefax: (604) 688-5132
E-mail: vancouver@bdo.ca
www.bdo.ca

EXHIBIT 23.1

CONSENT OF INDEPENDENT AUDITORS

We hereby consent to the use in the Prospectus constituting a part of this SB-2 Registration Statement of our report dated June 20, 2003 relating to the consolidated financial statements of Gilder Enterprises, Inc. (the "Company"), which is contained in that Prospectus. Our report contains an explanatory paragraph regarding the Company's ability to continue as a going concern.

We also consent to the reference to us under the caption "Experts" in the Prospectus.

/s/ BDO Dunwoody LLP

BDO Dunwoody LLP

Vancouver, Canada
March 24, 2004