FORM 8-K

Current report filing

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FILER

ALLIANCE TOWERS INC

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): April 27, 2005

Alliance Towers, Inc.
(Exact name of registrant as specified in its charter)

Florida
(State or Other Jurisdiction of Incorporation)

000-29689 65-0986953
(Commission File Number) (IRS Employer Identification Number)

2550 East Trinity Mills Road, Suite 122, Carrollton, Texas 75006
(Address of Principal Executive Offices)

(972) 416-9304
(Registrant's Telephone Number, Including Area Code)

5401 S. DALE MABRY, TAMPA, FLORIDA 33611
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

/ / Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
/ / Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14-12)
/ / Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
/ / Pre-commencement communications pursuant to Rule 13-e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 2.01. COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS.

On April 27, 2005 Alliance Towers, Inc. (the "Company") entered into a Stock Purchase Agreement and Share Exchange (the "Exchange Agreement") with Robert C. Sandberg, Michael Delin, Homes For America Holdings, Inc. and Enclaves Group, Inc. ("Enclaves"), pursuant to which the holders of Enclaves common stock, $.001 par value per share (the "Enclaves Common Stock"), exchanged such common stock for an aggregate of (i) 2,818,936,770 shares of common stock, $.001 par value per share, of the Company ("Company Common Stock") and (ii) 6,000,000 shares of Series A Convertible Preferred Stock of the Company, $.001 par value per share ("Company Series A Preferred Stock"), which preferred stock is convertible, at the option of the holder, into 38,621,264,600 shares of Company Common Stock. In addition, pursuant to the Exchange Agreement, immediately following the closing, the holders of Enclaves' Series A Convertible Preferred Stock, $.001 par value per share ("Enclaves Series A Preferred Stock"), exchanged such preferred stock for an equal number of shares of Series B Convertible Preferred Stock of the Company, $.001 par value per share ("Company Series B Preferred Stock"), resulting in Enclaves becoming a wholly-owned subsidiary of the Company, and Enclaves' former stockholders owning approximately 98% of the Company's capital stock, as calculated on a fully diluted basis (collectively, the "Share Exchange"). The Share Exchange was consummated upon execution on April 27, 2005.

A copy of the Exchange Agreement is filed as Exhibit 10.1 to this report and the contents of it are incorporated herein by reference. The foregoing description of the terms and conditions of the Exchange Agreement described herein is only a summary of some of the material provisions of such agreement

and does not purport to be complete and does not restate such agreement in its entirety.

ITEM 3.02. UNREGISTERED SALES OF EQUITY SECURITIES.

As described above, pursuant to the Share Exchange and as consideration for the issued and outstanding capital stock of Enclaves, the Company issued to the holders of Enclaves Common Stock and Enclaves Series A Preferred Stock an aggregate of (i) 2,818,936,770 shares of Company Common Stock, (ii) 6,000,000 shares of Company Series A Preferred Stock which is convertible into 38,621,264,600 shares of Company Common Stock and (iii) 1,000,000 shares of Company Series B Preferred Stock which is convertible into 171,666,121,630 shares of Company Common Stock. The conversion terms of the Company Series A Preferred Stock and the Company Series B Preferred Stock are described in detail under Item 5.03 of this Form 8-K.

The Company relied upon Section 4(2) of the Securities Act of 1933, as amended, for the offer and sale. It believed that Section 4(2) was available because the offer and sale did not involve a public offering and there was neither a general solicitation nor general advertising involved in the offer and sale.

ITEM 5.01. CHANGES IN CONTROL OF REGISTRANT.

As described above, pursuant to the Share Exchange and as consideration for the issued and outstanding capital stock of Enclaves, the Company issued to the holders of Enclaves Common Stock and Enclaves Series A Preferred Stock an aggregate of (i) 2,818,936,770 shares of Company Common Stock, (ii) 6,000,000 shares of Company Series A Preferred Stock which is convertible into

38,621,264,600 shares of Company Common Stock and (iii) 1,000,000 shares of Company Series B Preferred Stock which is convertible into 171,666,121,630 shares of Company Common Stock., resulting in Enclaves becoming a wholly-owned subsidiary of the Company, and Enclaves' former stockholders owning approximately 98% of the Company's capital stock, as calculated on a fully diluted basis. Enclaves' former stockholders consist solely of Homes for America Holdings, Inc. and Cornell Capital Partners, LP.

In connection with, and as a condition to the Share Exchange, Robert Sandburg and Michael Delin, the Company's sole officers and directors (and who collectively beneficially owned 22.51% of the Company before the Share Exchange), resigned from their positions with the Company effective April 27, 2005 and caused Daniel G. Hayes, Robert M. Kohn and Robert A. MacFarlane to become the Company's directors, after which this newly constituted board appointed the following Company officers:

Daniel G. Hayes	President and Chief Executive Officer
Mark D. MacFarlane	Vice President and Chief Operating Officer
Emilia Nuccio	Assistant Secretary

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS

The following table sets forth information concerning ownership of Company Common Stock, Company Series A Preferred Stock and Company Series B Preferred Stock immediately following the Share Exchange for (i) each director, (ii) each executive officer, (iii) all directors and executive officers as a group and (iv) each person known to be the beneficial owner of more than five percent (5%) of Company Common Stock, Company Series A Preferred Stock and Company Series B Preferred Stock.

The information regarding beneficial ownership of Company Common Stock, Company Series A Preferred Stock and Company Series B Preferred Stock has been presented in accordance with the rules of the Securities and Exchange Commission. Under these rules, a person may be deemed to beneficially own any shares of capital stock as to which such person, directly or indirectly, has or shares voting power or investment power, and to beneficially own any shares of the Company's capital stock as to which such person has the right to acquire voting or investment power within 60 days through the exercise of any stock option or other right. The percentage of beneficial ownership as to any person as of a particular date is calculated by dividing (a) (i) the number of shares beneficially owned by such person plus (ii) the number of shares as to which such person has the right to acquire voting or investment power within 60 days by (b) the total number of shares outstanding as of such date, plus any shares that such person has the right to acquire from us within 60 days. Including those shares in the tables does not, however, constitute an admission that the named stockholder is a direct or indirect beneficial owner of those shares. Unless otherwise indicated, each person or entity named in the table has sole voting power and investment power (or shares that power with that person's spouse) with respect to all shares of capital stock listed as owned by that person or entity.

Name and Address of Beneficial Owner	Common Stock Beneficially Owned		Series A Convertible Preferred Stock Beneficially Owned		Series B Convertible Preferred Stock Beneficially Owned	
	Shares	Percentage	Shares	Percentage	Shares	Percentage
Daniel G. Hayes Alliance Towers, Inc. 2550 East Trinity Mills Road Suite 122 Carrollton, Texas 75006	--	--	--	--	--	--
Mark D. MacFarlane Alliance Towers, Inc. 2550 East Trinity Mills Road Suite 122 Carrollton, Texas 75006	--	--	--	--	--	--
Emilia Nuccio Alliance Towers, Inc. 2550 East Trinity Mills Road Suite 122 Carrollton, Texas 75006	--	--	--	--	--	--
Robert M. Kohn Alliance Towers, Inc. 2550 East Trinity Mills Road Suite 122 Carrollton, Texas 75006	--	--	--	--	--	--
Robert A. MacFarlane Alliance Towers, Inc. 2550 East Trinity Mills Road Suite 122 Carrollton, Texas 75006	--	--	--	--	--	--
Marlin Wiggens Alliance Towers, Inc. 2550 East Trinity Mills Road Suite 122 Carrollton, Texas 75006	--	--	--	--	--	--
Officers and Directors as a group (6 persons)	--	--	--	--	--	--
Homes For America Holdings, Inc. One Odell Plaza Yonkers, New York 10701	148,225,057,111(1)	98.55%	6,000,000	100%	816,000	81.6%
Cornell Capital Partners, L.P. 101 Hudson Street Suite 3700 Jersey City, NJ 07302	24,078,938,059(2)	82.81%	--	--	184,000	18.4%

1. The Company Common Stock beneficially owned by Homes For America Holdings, Inc. ("HFAH") represents (i) 2,818,936,770 shares of Company Common Stock currently held by HFAH, (ii) 38,621,264,600 shares of Company Common Stock issuable upon conversion of the 6,000,000 shares of Company Series A Preferred Stock currently held by HFAH and (iii) 106,784,855,741 shares of Company Common Stock issuable upon conversion of the 816,000 shares of Company Series B Preferred Stock currently held by HFAH.

2. The Company Common Stock beneficially owned by Cornell Capital Partners, L.P. ("CORNELL") represents 24,078,938,059 shares of Company Common Stock issuable upon conversion of the 184,000 shares of Company Series B Preferred Stock currently held by Cornell.

ITEM 5.02. DEPARTURE OF DIRECTORS OR PRINCIPAL EXECUTIVE OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF PRINCIPAL OFFICERS.

As described above, pursuant to the Exchange Agreement, Robert Sandburg, the Company's chief executive officer and a director, and Michael Delin, the Company's chief financial officer and a director, resigned from their positions

with the Company effective April 27, 2005 and caused Daniel G. Hayes, Robert M. Kohn and Robert A. MacFarlane to become the Company's directors, after which this newly constituted board appointed the following Company officers:

Daniel G. Hayes	President and Chief Executive Officer
Mark D. MacFarlane	Vice President and Chief Operating Officer
Emilia Nuccio	Assistant Secretary

On May 2, 2005, the Company's board of directors selected Marlin Wiggins to fill a vacancy on the Company's board of directors. Mr. Wiggins is expected to join the audit, compensation and nominating committees of the board of directors. The business experience of each of the Company's directors and executive officers is as follows:

Daniel G. Hayes has served as president, chief executive officer and as a director of Enclaves since its incorporation in November 2004 and became the president, chief executive officer and a director of the Company following its acquisition of Enclaves on April 27, 2005. Since 1990, Mr. Hayes has been engaged in the private practice of law, focusing on corporate governance, commercial real estate, and secured finance. Before 1990, Mr. Hayes served as general counsel and corporate officer of The Rojac Group, Inc., a real estate development company in Rockville, Maryland, and before that of ETICAM Management Company, an environmental management firm in Alexandria, Virginia. Mr. Hayes has also served as special counsel to Homes for America Holdings, Inc. since its formation and as a member of its board of directors since 1998. Mr. Hayes received his J.D. from Cornell University in 1982 and is licensed to practice law in the State of Illinois, the District of Columbia, and the Commonwealth of Virginia.

Mark D. MacFarlane has served as vice president and chief operating officer of Enclaves since its incorporation in November 2004 and became vice president and chief operating officer of the Company following its acquisition of Enclaves on April 27, 2005. In addition, since 1997 Mr. MacFarlane has served as the director of multifamily development of Homes for America Holdings, Inc. While at Homes for America Holdings, Inc., Mr. MacFarlane was also the project developer and head of the business development plan that became the original business plan for Enclaves before its original capitalization by Homes for America Holdings, Inc.

Emilia Nuccio has served as assistant secretary of Enclaves since its incorporation in November, 2004 and became assistant secretary of the Company following its acquisition of Enclaves on April 27, 2005. In 2001, Ms. Nuccio founded Girasole International to provide consulting services in media, marketing and education to a wide range of organizations. From 1998 to 2001 Ms. Nuccio served first, as executive director of international and general manager of Latin America and then as president of international sales for The itsy bitsy Entertainment Company. Prior to joining The itsy bitsy Entertainment Company, Ms. Nuccio was vice president, Latin American sales for BBC Worldwide Americas,

the commercial arm of the British Broadcasting Corporation in the Americas. Prior to joining the BBC, Ms. Nuccio was director of sales for Protele, the international distribution arm of the Mexican media giant, Televisa. Prior to working at Televisa, Ms. Nuccio spent 14 years at Westinghouse Broadcasting Corporation, now CBS.

Robert M. Kohn has served as a director of Enclaves since its incorporation in November 2004 and became a director of the Company following its acquisition of Enclaves on April 27, 2005. In addition, Mr. Kohn has been the president of Homes for America Holdings, Inc. since 2004, its chief operating officer and a director since 1998 and the president of Homes For America Real Estate Services since 1999. From 1996 to present, Mr. Kohn was the president of International Business Realty & Consultants, LLC ("IBRC"), a consulting company and one of Homes for America Holdings, Inc.'s stockholders. Mr. Kohn performs consulting services related to the purchase, acquisition and management of the Homes for America Holdings, Inc.'s properties on behalf of IBRC. From 1979 to 1996, he was the President of real estate companies Alfred Kohn Realty Corporation and Schuyler Realty. In 1986, Mr. Kohn became the managing partner of Kohn Belson Associates, managing in excess of 22,000 apartments. Mr. Kohn has orchestrated the financing and acquisition of thousands of multi-family housing units, converted in excess of $100 million of rental properties and warehouses into residential lofts, and managed more than 22,000 apartments in the New York metropolitan area. Mr. Kohn graduated from Ohio University with a B.S. in Economics.

Robert A. MacFarlane has served as a director of Enclaves since its incorporation in November 2004 and became a director of the Company following its acquisition of Enclaves on April 27, 2005. In addition, Mr. MacFarlane has served as chairman, chief executive officer and a director of Homes for America Holdings, Inc. since 1996. From 1992 to 1996, Mr. MacFarlane was an independent tax-exempt bond and tax credit consultant at FC Partners, a real estate company in New York. From 1989 to 1991, he was Senior Property Acquisitions Officer of the Boutwell Company, a real estate company representing a Rockefeller Family

Trust, and receiving all of its funds from that Trust. In this capacity, Mr. MacFarlane was responsible for the acquisition of residential and commercial properties. Mr. MacFarlane was directly responsible for the closing of more than one half-billion dollars worth of real estate transactions in Texas alone, two of which were turnaround, value-added acquisitions totaling $300 million.

Marlin Wiggins has served as a director to the Company since May 2, 2005. Mr. Wiggins is a certified public accountant who provides tax, bookkeeping, audit and consulting services to small and medium size businesses, as well as not-for-profit entities. Mr. Wiggins was previously a senior auditor for Watson, Rice and Company, a regional accounting firm, where he specialized in auditing not-for-profit entities. Mr. Wiggins also worked as an internal auditor for Citibank and was the controller for Eastmond and Sons, Inc., a boiler repair company. Mr. Wiggins currently serves on numerous community boards in the City of Yonkers, New York, including the Nepperhan Valley Development Corporation, the nValley Technology Center, the Yonkers Empowerment Zone, the Academy of Finance at Lincoln High School, the Phillipsburgh Performing Arts Center and the Strategic Business Alliance of Yonkers.

Robert A. MacFarlane is both Mark MacFarlane's father and Emilia Nuccio's husband.

ITEM 5.03. AMENDMENTS TO ARTICLES OF INCORPORATION OR BYLAWS; CHANGE IN FISCAL YEAR.

On April 27, 2005, the Company amended its Articles of Incorporation by filing a Certificate of Designations, Preferences and Other Rights and Qualifications to create 6,000,000 shares of Company Series A Preferred Stock (the "Series A Designation"). The Series A Designation provides the holders of Company Series A Preferred Stock with the following rights:

1. Dividends - The holders of Company Series A Preferred Stock are entitled to receive a preferred dividend if at any time a dividend or distribution of assets is declared and paid on the Company Common Stock or any other class or series of the Company's capital stock equal to the dividend that would have been payable to such holder if the shares of Series A Preferred Stock held by such holder had been converted to Company Common Stock. In addition, the Company may not declare or pay any dividend or make any distribution of assets on, or redeem, purchase or otherwise acquire, shares of capital stock of the Company ranking junior to the Company Series A Preferred Stock unless all unpaid Company Series A Preferred Stock dividends have been or are contemporaneously paid.

2. Liquidation, Merger, Sale, Etc. - In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company, the holders of Company Series A Preferred Stock shall be entitled to receive, pari passu with the holders of Company Series B Preferred Stock, and prior and in preference to any distribution to the holders of Company Common Stock or any other class of the Company's capital stock an amount equal to what such holder would have received if the shares of Company Series A Preferred Stock held by such holder had been converted to Company Common Stock.

3. Conversion - Each holder of Company Series A Preferred Stock shall have the right, at such holder's option, at any time or from time to time, to convert its Company Series A Preferred Stock into such number of fully paid and non-assessable shares of Company Common Stock equal to the product of (i) a fraction, (A) the numerator of which is the number of shares of Series A Preferred Stock such holder desires to convert into Company Common Stock and (B) the denominator of which is the total number of issued and outstanding shares of Company Series A Preferred Stock and (ii) 38,621,264,600 shares of Company Common Stock.

4. Rank - Without the written consent of the holders of a majority of the Company Series A Preferred Stock then outstanding, the Company shall not issue any shares of capital stock that are senior or PARI PASSU in any respect to the Company Series A Preferred Stock, including, without limitation, as to payment of dividends, distribution of assets, or redemptions; or authorize, create, or issue any shares of any class or series of any bonds, debentures, notes, or other obligations convertible into or exchangeable for, or having optional rights to purchase, or any options, warrants, or other rights to acquire, any shares having any such preference or priority.

5. Voting rights - The holders of Company Series A Preferred Stock shall be entitled (i) to vote separately as a class (with no other stockholders voting), to approve all matters that affect the rights, value, or ranking of the Company Series A Preferred Stock, and (ii) to cast such number of votes in

respect of such shares of Company Series A Preferred Stock as shall equal the

largest whole number of shares of Company Common Stock into which such shares of Series A Preferred Stock are then convertible on all matters on which holders of Company Common Stock shall be entitled to vote, voting together as one class with, and in the same manner and with the same effect as, such holders of Company Common Stock.

On April 28, 2005, the Company further amended its Articles of incorporation by filing a Certificate of Designations, Preferences and Other Rights and Qualifications to create 1,000,000 shares of Company Series B Preferred Stock (the "Series B Designation"). The Series B Designation provides the holders of Company Series B Preferred Stock with the following rights:

1. Dividends - The holders of Company Series B Preferred Stock are entitled to receive a preferred dividend if at any time a dividend or distribution of assets is declared and paid on the Company Common Stock or any other class or series of the Company's capital stock equal to the dividend that would have been payable to such holder if the shares of Series B Preferred Stock held by such holder had been converted to Company Common Stock. In addition, the Company may not declare or pay any dividend or make any distribution of assets on, or redeem, purchase or otherwise acquire, shares of capital stock of the Company ranking junior to the Company Series B Preferred Stock unless all unpaid Company Series B Preferred Stock dividends have been or are contemporaneously paid.

2. Liquidation, Merger, Sale, Etc. - In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company, the holders of Company Series B Preferred Stock shall be entitled to receive, pari passu with the holders of Company Series A Preferred Stock, and prior and in preference to any distribution to the holders of Company Common Stock or any other class of the Company's capital stock an amount equal to what such holder would have received if the shares of Company Series B Preferred Stock held by such holder had been converted to Company Common Stock.

3. Conversion - Each holder of Company Series B Preferred Stock shall have the right, at such holder's option, at any time or from time to time, to convert its Company Series B Preferred Stock into such number of fully paid and non-assessable shares of Company Common Stock equal to the product of (i) a fraction, (A) the numerator of which is the number of shares of Series B Preferred Stock such holder desires to convert into Company Common Stock and (B) the denominator of which 1,000,000 and (ii) 300% of the total number of shares of Company Common Stock issued and outstanding, as calculated on a fully diluted basis.

4. Rank - Without the written consent of the holders of a majority of the Company Series B Preferred Stock then outstanding, the Company shall not issue any shares of capital stock that are senior or PARI PASSU in any respect to the Company Series B Preferred Stock, including, without limitation, as to payment of dividends, distribution of assets, or redemptions; or authorize, create, or issue any shares of any class or series of any bonds, debentures, notes, or other obligations convertible into or exchangeable for, or having optional rights to purchase, or any options, warrants, or other rights to acquire, any shares having any such preference or priority.

5. Voting rights - The holders of Company Series B Preferred Stock shall be entitled (i) to vote separately as a class (with no other stockholders voting), to approve all matters that affect the rights, value, or ranking of the Company Series B Preferred Stock, and (ii) to cast such number of votes in respect of such shares of Company Series B Preferred Stock as shall equal the largest whole number of shares of Company Common Stock into which such shares of Series B Preferred Stock are then convertible on all matters on which holders of Company Common Stock shall be entitled to vote, voting together as one class with, and in the same manner and with the same effect as, such holders of Company Common Stock.

A copy of the Series A Designation and the Series B Designation are filed as Exhibits 3.1 and 3.2, respectively, to this report and the contents of each are incorporated herein by reference. The foregoing description of the terms and conditions of the Series A Designation and the Series B Designation described herein is only a summary of some of the material provisions of such designations and does not purport to be complete and does not restate such designations in their entirety.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(a) Financial Statements of Businesses Acquired.

As permitted by Item 9.01(a)(4) of Form 8-K, the Company will, if required, file the financial statements required by Item 9.01(a)(1) of Form 8-K pursuant to an amendment to this Form 8-K not later than seventy one (71) calendar days after the date this Form 8-K must be filed.

(b) Pro Forma Financial Information.

As permitted by Item 9.01(b)(2) of Form 8-K, the Company will, if required, file the financial statements required by Item 9.01(b)(1) of Form 8-K pursuant to an amendment to this Form 8-K not later than seventy one (71) calendar days after the date this Form 8-K must be filed.

(c) Exhibits.

Number	Description of Exhibit
3.1	Certificate of Designations, Preferences and Other Rights and Qualifications of Company Series A Preferred Stock.
3.2	Certificate of Designations, Preferences and Other Rights and Qualifications of Company Series B Preferred Stock.
10.1	Stock Purchase and Share Exchange, dated April 27, 2005, by and between the Company, Robert C. Sandberg, Michael Delin, Homes For America Holdings, Inc. and Enclaves.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Report to be signed on its behalf by the undersigned hereunto duly authorized.

ALLIANCE TOWERS, INC

Date: May 2, 2005

By:/s/ Daniel G. Hayes

Name: Daniel G. Hayes
Title: Chief Executive Officer

EXHIBIT 3.1

ARTICLES OF AMENDMENT

CERTIFICATE OF DESIGNATIONS, PREFERENCES,
AND OTHER RIGHTS AND QUALIFICATIONS OF
SERIES A CONVERTIBLE PREFERRED STOCK

ALLIANCE TOWERS, INC., a corporation organized and existing under the Florida Business Corporation Act (the "CORPORATION"),

DOES HEREBY CERTIFY:

That pursuant to authority conferred upon the Board of Directors of the Corporation (the "BOARD") by the Certificate of Incorporation of said Corporation, and pursuant to the provisions of the Florida Business Corporation Act, the Board has duly determined that 4,000,000 shares of Series A Preferred Stock, $.001 par value per share, shall be designated "Series A Convertible Preferred Stock," and to that end the Board has adopted a resolution providing for the designation, preferences, and relative, participating, optional or other rights, and the qualifications, limitations, and restrictions, of the Series A Convertible Preferred Stock, which resolution is as follows:

RESOLVED, that the Certificate of Designations, Preferences, and Other Rights and Qualifications of Convertible Preferred Stock dated February 18, 2005 (the "CERTIFICATE OF DESIGNATIONS"), be, and hereby is, authorized and approved, which Certificate of Designations shall be filed with the Secretary of State of the State of Florida in the form as follows and the date of adoption is April 25, 2005.

1. DESIGNATION AND AMOUNT.

SERIES A PREFERRED STOCK. Four Million (4,000,000) shares of the Series A Preferred Stock of the Corporation, $.001 par value per share, shall constitute a class of Series A Preferred Stock designated as "Series A Convertible Preferred Stock" (the "SERIES A PREFERRED Stock"). Without the written consent of the holders of a majority of the Series A Preferred Stock then outstanding, the Corporation shall not issue any shares of capital stock or preferred stock that are senior or PARI PASSU in any respect to the Series A Preferred Stock, including, without limitation, as to payment of dividends, distribution of assets, or redemptions; or authorize, create, or issue any shares of any class or series of any bonds, debentures, notes, or other obligations convertible into or exchangeable for, or having optional rights to purchase, or any options, warrants, or other rights to acquire, any shares having any such preference or priority.

2. DIVIDENDS.

(a) The holders of shares of the Series A Preferred Stock shall be entitled to receive a dividend with respect thereto (a "PREFERRED DIVIDEND") if, as and when declared by the Board of Directors of the Corporation (the "BOARD") out of assets of the Corporation legally available for payment thereof. If at any time a dividend or distribution of assets is declared and paid on the Corporation's (i) common stock, par value $.001 per share (the "COMMON STOCK") or (ii) any other class or series of the Corporation's capital stock whether currently outstanding or hereafter created (the "CAPITAL STOCK"), the

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Corporation shall, at the same time, declare and pay to each holder of Series A Preferred Stock PARI PASSU with the holders of the Common Stock or the Capital Stock, as applicable, a Preferred Dividend equal to the dividend that would have been payable to such holder if the shares of Series A Preferred Stock held by such holder had been converted to Common Stock pursuant to Section 5 hereof immediately prior to the record date for such dividend or distribution (or the date of such dividend or distribution if no record date is fixed); and

(b) The Corporation may not declare or pay any dividend or make any distribution of assets on, or redeem, purchase, or otherwise acquire, shares of Capital Stock of the Corporation ranking PARI PASSU or junior to the Series A Preferred Stock as to the payment of dividends or the distribution of assets upon liquidation, dissolution, or winding up outstanding now (initially consisting of the Series A Preferred Stock and the Common Stock) or hereafter created, unless all declared and unpaid Preferred Dividends have been or are contemporaneously paid.

3. RIGHTS ON LIQUIDATION, MERGER, SALE, ETC.

(a) In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Corporation (each, a "LIQUIDATION"), the assets of the Corporation available for distribution to its stockholders, whether from capital, surplus, or earnings, shall be distributed in the following order of priority:

(i) The holders of Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution to the holders of Common Stock, any other series or class of Series A Preferred Stock or any other class of the Corporation's Capital Stock, whether now existing or hereafter created, an amount on a per share basis equal to the amount they would

have received had all shares of Series A Preferred Stock been converted into shares of Common Stock pursuant to Section 5 hereof immediately prior to such Liquidation. If upon any Liquidation, the assets of the Corporation available for distribution to its stockholders is insufficient to pay the holders of Series A Preferred Stock the full preference amount to which they shall be entitled, the holders of Series A Preferred Stock shall share PRO RATA in any distribution of assets in accordance with their applicable full preference amounts.

(ii) After distribution of the amounts set forth in Sections 3 (a) (i) and 3 (a) (ii) hereof, the remaining assets of the Corporation available for distribution, if any, to the stockholders of the Corporation shall be distributed to the holders of issued and outstanding shares of Common Stock or any other class of Capital Stock ranking junior to the Series A Preferred Stock as to the distribution of assets upon Liquidation as provided in the Articles of Incorporation and otherwise as provided in the Florida Business Corporation Act.

(b) For purposes of this Section 3, either of the following (each, a "DISPOSITION TRANSACTION") shall be treated as a Liquidation: (i) a merger or consolidation of the Corporation with or into any other entity or entities (but excluding any merger effected solely for the purpose of reincorporating into another state) or the merger of any other entity or entities into the Corporation, in either case in which the stockholders of the Corporation receive distributions in cash or securities of another entity or entities as a result of such consolidation or merger, and in which the stockholders of the Corporation, immediately prior to such merger or consolidation, hold, immediately after such merger or consolidation, less than a majority of the outstanding shares of capital stock or a majority of the outstanding voting power of the then outstanding securities ordinarily (apart

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from rights occurring under special circumstances) having the right to vote in the election of directors of the surviving or successor entity or its parent, or (ii) a sale of all or substantially all of the assets of the Corporation.

(c) Upon consummation of a Disposition Transaction, the Corporation shall pay or cause to be paid to the holders of Series A Preferred Stock an amount equal to the amount they would be entitled to receive pursuant to Section 3(a) or Section (b), as applicable, hereof as if the Corporation, on the date of consummation of such Disposition Transaction, had assets available for distribution equal to all of the assets of the Corporation (net of

liabilities) including the aggregate amount payable to the Corporation and all stockholders thereof in connection with such Disposition Transaction (the "DISPOSITION PROCEEDS"). The amount payable pursuant to this Section 3 (c) shall be payable in full to the holders of the Series A Preferred Stock immediately following the closing of the Disposition Transaction notwithstanding any delay in the receipt of the Disposition Proceeds or any part thereof by virtue of any escrow arrangement, promissory note, deferred payment of proceeds, or otherwise.

4. VOTING RIGHTS. So long as any shares of Series A Preferred Stock remain outstanding, the holders of shares of Series A Preferred Stock shall be entitled (i) voting separately as a class (with no other stockholders voting), to approve all matters that affect the rights, value, or ranking of the Series A Preferred Stock, and (ii) to cast such number of votes in respect of such shares of Series A Preferred Stock as shall equal the largest whole number of shares of Common Stock into which such shares of Series A Preferred Stock are then convertible pursuant to Section 5 hereof on all matters on which holders of Common Stock shall be entitled to vote, voting together as one class with, and in the same manner and with the same effect as, such holders of Common Stock.

(a) Subject to the filing by the Corporation of an effective amendment to its Articles of Incorporation to authorize issuance of sufficient shares of Common Stock pursuant to Section 6 (b) below, each holder of Series A Preferred Stock shall have the right, at such holder's option, at any time or from time to time, to convert its Series A Preferred Stock into such number of fully paid and non-assessable shares of Common Stock equal to the product of (i) a fraction, (A) the numerator of which is the number of shares of Series A Preferred Stock such holder desires to convert into Common Stock and (B) the denominator of which is the total number of issued and outstanding shares of Series A Preferred Stock and (ii) 38,621,264,600 shares of Common Stock. The holder of any shares of Series A Preferred Stock exercising the aforesaid right to convert such shares into shares of Common Stock shall be entitled to receive, in cash, an amount equal to all declared but unpaid dividends with respect to such shares of Series B Preferred Stock to be converted up to and including the respective conversion date of the Series B Preferred Stock.

(b) On the effective date of this Certificate of Designation the Corporation has authorized, issued, and outstanding 5,000,000,000 shares of Common Stock, the maximum authorized shares of Common Stock allowed under its Articles of Incorporation. Upon the first election of any holder of Series A Preferred Stock to convert under Section 6 (a) above, the Corporation shall cause its Articles of Incorporation to be amended to increase the authorized maximum shares of Common Stock sufficiently to issue 38,621,264,600 additional shares of Common Stock.

(c) Before any holder of Series A Preferred Stock shall be entitled to convert the same into shares of Common Stock pursuant to Section 6 (a) hereof, and upon conversion of the Series A Preferred Stock pursuant to Section 6 (m) hereof, the holder or holders of such Series A Preferred Stock shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Series A Preferred

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Stock, and shall give written notice to the Corporation at its principal corporate office of the election to convert the same (in case of conversion pursuant to Section 6 (a) hereof) and the name or names in which the certificate or certificates for shares of Common Stock are to be issued. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder or holders of Series A Preferred Stock, or to the nominee or nominees thereof, a certificate or certificates for the number of shares of Common Stock to which such holder or holders shall be entitled as aforesaid. Conversion under this Section 6 shall be deemed to have been made with respect to conversion pursuant to Section 6 (a) hereof, immediately prior to the close of business on the date of such surrender of the shares of Series A Preferred Stock to be converted, and the Person or Persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date.

(d) In the event before the election to convert under Section 6 (a) occurs the outstanding shares of Common Stock are increased by a stock dividend, or decreased by a consolidation or combination of shares, the "38,621,264,600 shares of Common Stock" in the product defined in Section 6 (a) above shall be increased or decreased as applicable to maintain PRO RATA the allocation of the Common Stock between the outstanding shares of Common Stock and the aggregate amount of additional Common Stock issued pursuant to the conversion of the Class A Preferred Stock.

5. ADDITIONAL CONVERSION TERMS FOR THE SERIES A PREFERRED STOCK.

(a) For purposes of this Certificate of Designations, "PERSON" shall mean an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, or other entity of whatever nature.

(b) No fractional shares shall be issued upon conversion of the Series A Preferred Stock into shares of Common Stock. If any fractional share of Common Stock would, except for the provisions of the first sentence of this Section 7(b), be delivered upon such conversion, the Corporation, in lieu of delivering such fractional share, shall pay to the holder surrendering the Series A Preferred Stock for conversion an amount in cash equal to: (i) if the Common Stock is listed or admitted for trading on a national securities exchange, the reported last sales price or, if no such reported sale occurs on such day, the average of the closing bid and ask prices on such day, in each case on the principal national securities exchange on which the Common Stock is

listed or admitted for trading; (ii) if the Common Stock is not listed or admitted for trading on any national securities exchange, the average of the closing bid and ask prices in the over-the-counter market on such day as reported by Nasdaq or any comparable system or, if not so reported, as reported by any New York Stock Exchange member firm selected by the Corporation for such purpose; or (iii) if no such quotations are available on such day, the fair market value of such fractional share, as determined in good faith by the Board.

(c) In the event the Corporation shall declare a distribution payable in securities of other Persons, evidences of indebtedness issued by the Corporation or other Persons, assets or options or rights to the holders of Common Stock, then, in each such case for the purpose of this Section 7(c), the holders of the Series A Preferred Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock of the Corporation into which their shares of the Series A Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of the Corporation entitled to receive such distribution.

(d) If at any time or from time to time there shall be a recapitalization of the Common Stock (other than a subdivision, combination, or merger or sale of assets transaction provided for elsewhere in this Section 6), provision shall be made so that the holders of the Series A Preferred Stock shall thereafter be entitled to receive upon conversion of the Series A Preferred Stock the number of shares of stock or other securities or property of the Corporation or otherwise, to which a holder of Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 6 with respect to the rights of the holders of the Series A Preferred Stock after the recapitalization to the end that the provisions of this Section 6 shall be applicable after that event as nearly equivalent as may be practicable.

(e) The Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue, or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 6 and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of the

Series A Preferred Stock against impairment.

(f) If any capital reorganization or reclassification of the Capital Stock of the Corporation, or consolidation or merger of the Corporation with and into another corporation, or the sale of all or substantially all of its assets to another company, shall be effected while any shares of the Series A Preferred Stock are outstanding in such a manner that holders of shares of Common Stock shall be entitled to receive stock, securities, or assets with respect to or in exchange for Common Stock, then, as a condition of such reorganization or reclassification, consolidation, merger or sale, lawful and adequate provision shall be made whereby each holder of Series A Preferred Stock shall thereafter have the right to receive upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock immediately theretofore receivable upon conversion of Series A Preferred Stock, such shares of stock, securities or assets as may be issued or payable with respect to or in exchange for a number of outstanding shares of such Common Stock equal to the number of shares of such Common Stock immediately theretofore so receivable had such reorganization or reclassification, consolidation, merger or sale not taken place, and in such case appropriate provision shall be made with respect to the rights and interests of the holders of Series A Preferred Stock to the end that the provisions hereof shall thereafter be applicable, as nearly as may be possible, in relation to any shares of stock, securities or assets thereafter deliverable upon the conversion of such shares of Series A Preferred Stock. Prior to or simultaneously with the consummation or any such consolidation, merger or sale of the Corporation, the survivor or successor corporation (if other than the Corporation) resulting from such consolidation or merger or the corporation purchasing such assets shall assume by written instrument executed and mailed or delivered to each holder of Series A Preferred Stock, the obligation to deliver to such holders of Series A Preferred Stock such shares of stock, securities or assets as, in accordance with the foregoing provisions, such holder of Series A Preferred Stock may be entitled to receive, and containing the express assumption of such successor corporation of the due and punctual performance and observance of every provision of this Certificate of Designations to be performed and observed by the Corporation and of all liabilities and obligations of the Corporation hereunder with respect to the Series A Preferred Stock.

(g) In the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution,

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any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, the Corporation shall mail to each holder of Series A Preferred Stock, at least twenty (20) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

(h) The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series A Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of Series A Preferred Stock, in addition to such other remedies as shall be available to the holder of such Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to these provisions.

(i) The Corporation shall pay all documentary, stamp or other transactional taxes attributable to the issuance or delivery of shares of Capital Stock of the Corporation upon conversion of any shares of Series A Preferred Stock; PROVIDED, HOWEVER, that the Corporation shall not be required to pay any taxes which may be payable in respect of any transfer involved in the issuance or delivery of any certificate for such shares in a name other than that of the holder of the shares of Series A Preferred Stock in respect of which such shares are being issued.

(j) All shares of Common Stock that may be issued in connection with the conversion provisions set forth herein will, upon issuance by the Corporation, be validly issued, fully paid, and nonassessable and free from all taxes, liens or charges with respect thereto.

(k) Any notice required by the provisions of this Section 5 to be given to the holders of shares of Series A Preferred Stock shall be deemed given if sent by overnight courier or deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the stock books of the Corporation.

(l) In the event any shares of Series A Preferred Stock shall be converted pursuant to Sections 5, 6, or 7 hereof or otherwise reacquired by the Corporation, the shares so converted or reacquired shall be canceled and may not be reissued. The Certificate of Incorporation of the Corporation may be appropriately amended from time to time to effect the corresponding reduction in the Corporation's authorized capital stock.

(m) The Corporation has adopted this Certificate of Designations

contemporaneous with its acquisition of all of the outstanding capital stock of Enclaves Group, Inc., a Delaware corporation ("EGI" or the "Subsidiary"). The Subsidiary is obligated pursuant to that certain Standby Equity Distribution Agreement, dated as of December 29, 2004, and related instruments by and between the Subsidiary and Cornell Capital Partners, LP, to file with the Securities and Exchange Commission and use its best efforts to be declared effective a registration statement registering the common stock of EGI for resale (in accordance with the Securities Act of 1933, as amended). In the event the

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Corporation and EGI shall merge each share of Series A Preferred Stock not previously converted into shares of Common Stock shall automatically, without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent, be converted into shares of Common Stock in accordance with the formula described in Section 5 (a) on the second anniversary of the later date (i) of the effective date of the merger, and (ii) the first date on which the Securities and Exchange Commission first declares effective a registration statement filed by the Subsidiary (or the survivor of the merger) to register the resale of the shares of Common Stock or the Common Stock of EGI (or its successor) become "Registrable Securities" (such second anniversary date is hereinafter referred to as the "MANDATORY CONVERSION DATE"). The term "REGISTRABLE SECURITIES" shall have the meaning provided in the Investor Registration Rights Agreement, dated as of December 29, 2004, by and between Subsidiary and Cornell Capital Partners, LP.

7. WAIVERS. Any right or privilege of the Series A Preferred Stock may be waived (either generally or in a particular instance and either retroactively or prospectively) by and only by the written consent of the holders of a majority of the Series A Preferred Stock then outstanding and any such waiver shall be binding upon each holder of Series A Preferred Stock.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Designations as of this 25th day of April, 2005.

ALLIANCE TOWERS, INC.

By: /s/ Robert Sandburg

Name: Robert Sandburg

Title: Chief Executive Officer

EXHIBIT 3.2

ARTICLES OF AMENDMENT

CERTIFICATE OF DESIGNATIONS, PREFERENCES AND OTHER RIGHTS AND QUALIFICATIONS OF SERIES B CONVERTIBLE PREFERRED STOCK

ALLIANCE TOWERS, INC., a corporation organized and existing under the Florida Business Corporation Act (the "CORPORATION"),

DOES HEREBY CERTIFY:

That pursuant to authority conferred upon the Board of Directors of the Corporation (the "BOARD") by the Articles of Incorporation of said Corporation, and pursuant to the provisions of Section 607.0602 of the Florida Business Corporation Act, the Board has duly determined that 1,000,000 shares of preferred stock, $.001 par value per share, shall be designated "Series B Convertible Preferred Stock," and to that end, on April 28, 2005, the Board adopted a resolution providing for the designation, preferences and relative, participating, optional or other rights, and the qualifications, limitations and restrictions, of the Series B Convertible Preferred Stock, which resolution is as follows:

RESOLVED, that the Certificate of Designations, Preferences and Other Rights and Qualifications of Series B Convertible Preferred Stock dated April 28, 2005 (the "CERTIFICATE OF DESIGNATIONS") be, and hereby is, authorized and approved, which Certificate of Designations shall be filed with the Department of State of the State of Florida in the form as follows:

1. DESIGNATION AND AMOUNT. One Million (1,000,000) shares of the preferred stock of the Corporation, $.001 par value per share, shall constitute a class of preferred stock designated as "Series B Convertible Preferred Stock" (the "SERIES B PREFERRED STOCK"). Without the written consent of the holders of a majority of the Series B Preferred Stock then outstanding, the Corporation shall not issue any shares of capital stock or preferred stock that are senior or pari passu in any respect to the Series B Preferred Stock, including, without limitation, as to payment of dividends, distribution of assets or redemptions; or authorize, create or issue any shares of any class or series of any bonds, debentures, notes or other obligations convertible into or exchangeable for, or having optional rights to purchase, or any options, warrants or other rights to acquire, any shares having any such preference or priority.

2. DIVIDENDS.

(a) The holders of shares of Series B Preferred Stock shall be entitled to receive a dividend with respect thereto (a "PREFERRED DIVIDEND") if, as and when declared by the Board of Directors of the Corporation (the "BOARD")

out of assets of the Corporation legally available for payment thereof. If at any time a dividend or distribution of assets is declared and paid on the Corporation's (i) common stock, par value $.001 per share (the "COMMON STOCK") or (ii) any other class or series of the Corporation's capital stock whether currently outstanding or hereafter created (the "CAPITAL STOCK"), the Corporation shall, at the same time, declare and pay to each holder of Series B Preferred Stock, pari passu with the holders of the Common Stock or the Capital Stock, as applicable, a Preferred Dividend equal to the dividend that would have been payable to such holder if the shares of Series B Preferred Stock held by

such holder had been converted to Common Stock pursuant to Section 5 hereof immediately prior to the record date for such dividend or distribution (or the date of such dividend or distribution if no record date is fixed).

(b) The Corporation may not declare or pay any dividend or make any distribution of assets on, or redeem, purchase or otherwise acquire, shares of Capital Stock of the Corporation ranking junior to the Series B Preferred Stock as to the payment of dividends or the distribution of assets upon liquidation, dissolution or winding up outstanding now or hereafter created, unless all declared and unpaid Preferred Dividends have been or are contemporaneously paid.

3. RIGHTS ON LIQUIDATION, MERGER, SALE, ETC.

(a) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (each, a "LIQUIDATION"), the assets of the Corporation available for distribution to its stockholders, whether from capital, surplus or earnings, shall be distributed in the following order of priority:

(i) The holders of Series B Preferred Stock shall be entitled to receive, pari passu with the holders of Series A Convertible Preferred Stock, $.001 par value per share, of the Corporation, and prior and in preference to any distribution to the holders of Common Stock, any other series or class of preferred stock or any other class of the Corporation's Capital Stock, whether now existing or hereafter created, an amount on a per share basis equal to the amount they would have received had all shares of Series B Preferred Stock been converted into shares of Common Stock pursuant to Section 5 hereof immediately prior to such Liquidation. If upon any Liquidation, the assets of the Corporation available for distribution to its stockholders is insufficient to pay the holders of Series B Preferred Stock the full preference amount to which they shall be entitled, the holders of Series B Preferred Stock shall share pro rata in any distribution of assets in accordance with their applicable full preference amounts.

(ii) After distribution of the amounts set forth in Section 3(a)(i) hereof, the remaining assets of the Corporation available for distribution, if any, to the stockholders of the Corporation shall be distributed to the holders of issued and outstanding shares of Common Stock or any other class of Capital Stock ranking junior to the Series B Preferred Stock as to the distribution of assets upon Liquidation as provided in the Articles of Incorporation.

(b) For purposes of this Section 3, either of the following (each, a "DISPOSITION TRANSACTION") shall be treated as a Liquidation: (i) a merger or consolidation of the Corporation with or into any other entity or entities (but excluding any merger effected solely for the purpose of reincorporating into another state) or the merger of any other entity or entities into the Corporation, in either case in which the stockholders of the Corporation receive distributions in cash or securities of another entity or entities as a result of such consolidation or merger, and in which the stockholders of the Corporation, immediately prior to such merger or consolidation, hold, immediately after such merger or consolidation, less than a majority of the outstanding shares of capital stock or a majority of the outstanding voting power of the then outstanding securities ordinarily (apart from rights occurring under special circumstances) having the right to vote in

the election of directors of the surviving or successor entity or its parent, or (ii) a sale of all or substantially all of the assets of the Corporation.

(c) Upon consummation of a Disposition Transaction, the Corporation shall pay or cause to be paid to the holders of Series B Preferred Stock an amount equal to the amount they would be entitled to receive pursuant to Section 3(a) hereof as if the Corporation, on the date of consummation of such Disposition Transaction, had assets available for distribution equal to all of the assets of the Corporation (net of liabilities) including the aggregate amount payable to the Corporation and all stockholders thereof in connection with such Disposition Transaction (the "DISPOSITION PROCEEDS"). The amount payable pursuant to this Section 3(c) shall be payable in full to the holders of the Series B Preferred Stock immediately following the closing of the Disposition Transaction notwithstanding any delay in the receipt of the Disposition Proceeds or any part thereof by virtue of any escrow arrangement, promissory note, deferred payment of proceeds or otherwise.

4. VOTING RIGHTS. So long as any shares of Series B Preferred Stock remain outstanding, the holders of shares of Series B Preferred Stock shall be entitled (i) to vote separately as a class (with no other stockholders voting), to approve all matters that affect the rights, value, or ranking of the Series B Preferred Stock, and (ii) to cast such number of votes in respect of such shares of Series B Preferred Stock as shall equal the largest whole number of shares of

Common Stock into which such shares of Series B Preferred Stock are then convertible pursuant to Section 5 hereof on all matters on which holders of Common Stock shall be entitled to vote, voting together as one class with, and in the same manner and with the same effect as, such holders of Common Stock.

5. CONVERSION OF SERIES B PREFERRED STOCK.

(a) Each holder of Series B Preferred Stock shall have the right, at such holder's option, at any time or from time to time, to convert its Series B Preferred Stock into such number of fully paid and non-assessable shares of Common Stock equal to the product of (i) a fraction, (A) the numerator of which is the number of shares of Series B Preferred Stock such holder desires to convert into Common Stock and (B) the denominator of which is 1,000,000 and (ii) 300% of the total number of shares of Common Stock issued and outstanding, as calculated on a fully diluted basis. The holder of any shares of Series B Preferred Stock exercising the aforesaid right to convert such shares into shares of Common Stock shall be entitled to receive, in cash, an amount equal to all declared but unpaid dividends with respect to such shares of Series B Preferred Stock to be converted up to and including the respective conversion date of the Series B Preferred Stock.

(b) Before any holder of Series B Preferred Stock shall be entitled to convert the same into shares of Common Stock pursuant to Section 5(a) hereof, and upon conversion of the Series B Preferred Stock pursuant to Section 5(b) hereof, the holder or holders of such Series B Preferred Stock shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Series B Preferred Stock, and shall give written notice to the Corporation at its principal corporate office of the election to convert the same (in case of conversion pursuant to Section 5(a) hereof) and the name or names in which the certificate or certificates for shares of Common Stock are to be issued. The Corporation

shall, as soon as practicable thereafter, issue and deliver at such office to such holder or holders of Series B Preferred Stock, or to the nominee or nominees thereof, a certificate or certificates for the number of shares of Common Stock to which such holder or holders shall be entitled as aforesaid. Conversion under this Section 5 shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Series B Preferred Stock to be converted, and the Person or Persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. For purposes of this Certificate of Designations, "PERSON" shall mean an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

(c) No fractional shares shall be issued upon conversion of the Series B Preferred Stock into shares of Common Stock. If any fractional share of Common Stock would, except for the provisions of the first sentence of this Section 5(c), be delivered upon such conversion, the Corporation, in lieu of delivering such fractional share, shall pay to the holder surrendering the Series B Preferred Stock for conversion an amount in cash equal to: (i) if the Common Stock is listed or admitted for trading on a national securities exchange, the reported last sales price or, if no such reported sale occurs on such day, the average of the closing bid and ask prices on such day, in each case on the principal national securities exchange on which the Common Stock is listed or admitted for trading; (ii) if the Common Stock is not listed or admitted for trading on any national securities exchange, the average of the closing bid and ask prices in the over-the-counter market on such day as reported by Nasdaq or any comparable system or, if not so reported, as reported by any New York Stock Exchange member firm selected by the Corporation for such purpose; or (iii) if no such quotations are available on such day, the fair market value of such fractional share, as determined in good faith by the Board.

(d) In the event the Corporation shall declare a distribution payable in securities of other Persons, evidences of indebtedness issued by the Corporation or other Persons, assets or options or rights to the holders of Common Stock, then, in each such case for the purpose of this Section 5(d), the holders of the Series B Preferred Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock of the Corporation into which their shares of Series B Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of the Corporation entitled to receive such distribution.

(e) If at any time or from time to time there shall be a recapitalization of the Common Stock (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in this Section 5), provision shall be made so that the holders of the Series B Preferred Stock shall thereafter be entitled to receive upon conversion of the Series B Preferred Stock the number of shares of stock or other securities or property of the Corporation or otherwise, to which a holder of Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 5 with respect to the rights of the holders of the Series B Preferred Stock after the recapitalization to the end that the provisions of this Section 5 shall be applicable after that event as nearly equivalent as may be practicable.

(f) The Corporation will not, by amendment of its Articles of

Incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 5 and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of the Series B Preferred Stock against impairment.

(g) If any capital reorganization or reclassification of the Capital Stock of the Corporation, or consolidation or merger of the Corporation with and into another corporation, or the sale of all or substantially all of its assets to another company, shall be effected while any shares of Series B Preferred Stock are outstanding in such a manner that holders of shares of Common Stock shall be entitled to receive stock, securities or assets with respect to or in exchange for Common Stock, then, as a condition of such reorganization or reclassification, consolidation, merger or sale, lawful and adequate provision shall be made whereby each holder of Series B Preferred Stock shall thereafter have the right to receive upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock immediately theretofore receivable upon conversion of Series B Preferred Stock, such shares of stock, securities or assets as may be issued or payable with respect to or in exchange for a number of outstanding shares of such Common Stock equal to the number of shares of such Common Stock immediately theretofore so receivable had such reorganization or reclassification, consolidation, merger or sale not taken place, and in such case appropriate provision shall be made with respect to the rights and interests of the holders of Series B Preferred Stock to the end that the provisions hereof shall thereafter be applicable, as nearly as may be possible, in relation to any shares of stock, securities or assets thereafter deliverable upon the conversion of such shares of Series B Preferred Stock. Prior to or simultaneously with the consummation or any such consolidation, merger or sale of the Corporation, the survivor or successor corporation (if other than the Corporation) resulting from such consolidation or merger or the corporation purchasing such assets shall assume by written instrument executed and mailed or delivered to each holder of Series B Preferred Stock, the obligation to deliver to such holders of Series B Preferred Stock such shares of stock, securities or assets as, in accordance with the foregoing provisions, such holder of Series B Preferred Stock may be entitled to receive, and containing the express assumption of such successor corporation of the due and punctual performance and observance of every provision of this Certificate of Designations to be performed and observed by the Corporation and of all liabilities and obligations of the Corporation hereunder with respect to the Series B Preferred Stock.

(h) In the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, the Corporation shall mail to each holder of Series B Preferred Stock, at least 20 days prior to the date specified therein, a notice specifying the date on

which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

(i) The Corporation shall pay all documentary, stamp or other transactional taxes attributable to the issuance or delivery of shares of Capital Stock of the Corporation upon conversion of any shares of Series B Preferred Stock; PROVIDED, HOWEVER, that the Corporation shall not be required to pay any taxes which may be payable in respect of any transfer involved in the issuance or delivery of any certificate for such shares in a name other than that of the holder of the shares of Series B Preferred Stock in respect of which such shares are being issued.

(j) All shares of Common Stock that may be issued in connection with the conversion provisions set forth herein will, upon issuance by the Corporation, be validly issued, fully paid and nonassessable and free from all taxes, liens or charges with respect thereto.

(k) Any notice required by the provisions of this Section 5 to be given to the holders of shares of Series B Preferred Stock shall be deemed given if sent by overnight courier or deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the stock books of the Corporation.

(l) In the event any shares of Series B Preferred Stock shall be converted pursuant to Section 5 hereof or otherwise reacquired by the Corporation, the shares so converted or reacquired shall be canceled and may not be reissued. The Articles of Incorporation of the Corporation may be appropriately amended from time to time to effect the corresponding reduction in the Corporation's authorized capital stock.

6. WAIVER. Any right or privilege of the Series B Preferred Stock may be waived (either generally or in a particular instance and either retroactively or prospectively) by and only by the written consent of the holders of a majority of the Series B Preferred Stock then outstanding and any such waiver shall be binding upon each holder of Series B Preferred Stock.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO THE CERTIFICATE OF DESIGNATIONS, PREFERENCES AND OTHER RIGHTS AND QUALIFICATIONS OF SERIES B CONVERTIBLE PREFERRED STOCK]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Designations as of this 28th day of April, 2005.

ALLIANCE TOWERS, INC.

By: /s/ Daniel G. Hayes

Name: Daniel G. Hayes
Title: Chief Executive Officer

EXHIBIT 10.1

STOCK PURCHASE AGREEMENT AND SHARE EXCHANGE

dated April 27, 2005

by and among

ALLIANCE TOWERS, INC.

a Florida Corporation

ROBERT C. SANDBURG

its CEO

MICHAEL DELIN

its CFO

ENCLAVES GROUP, INC.

a Delaware Corporation

and

HOMES FOR AMERICA HOLDINGS, INC.

a Nevada corporation

STOCK PURCHASE AGREEMENT AND SHARE EXCHANGE

THIS STOCK PURCHASE AGREEMENT AND SHARE EXCHANGE dated the 27th day of April, 2005 (this "Agreement"), by and among ALLIANCE TOWERS, INC., a Florida corporation with its principal place of business located at 5401 South Dale Mabry Highway, Suite B, Tampa, Florida 33611 ("Alliance"); ROBERT C. SANDBURG, Chief Executive Officer of Alliance ("Sandburg"); MICHAEL DELIN, Chief Financial Officer of Alliance ("Delin"); ENCLAVES GROUP, INC., a Delaware corporation with its principal place of business located at 537 Riverdale Avenue, Suite 817, Yonkers, New York 10705 ("Enclaves"); and HOMES FOR AMERICA HOLDINGS, INC., a Nevada corporation with its principal place of business located at One Odell Plaza, Yonkers, New York 10701 ("Homes Holdings").

PREMISES

A. This Agreement provides for the acquisition of Enclaves whereby Enclaves shall become a wholly owned subsidiary of Alliance and in connection therewith, the issuance of an amount of shares equal, after conversion of preferred stock, to ninety five (95 %) percent of the fully diluted outstanding shares of Alliance, subject to approval of additional authorized shares, to the Enclaves shareholders or their assignees.

B. The boards of directors of Enclaves and Alliance have determined, subject to the terms and conditions set forth in this Agreement, that the transaction contemplated hereby is desirable and in the best interests of their stockholders, respectively. This Agreement is being entered into for the purpose of setting forth the terms and conditions of the proposed acquisition.

AGREEMENT

NOW, THEREFORE, on the stated premises and for and in consideration of the mutual covenants and agreements hereinafter set forth and the mutual benefits to the parties to be derived here from, it is hereby agreed as follows:

ARTICLE I
REPRESENTATIONS, COVENANTS, AND WARRANTIES OF
ALLIANCE TOWERS, INC., ITS OFFICERS, AND SHAREHOLDERS

Alliance, Sandburg, and Delin each represents and warrants as follows:

SECTION 1.1 ORGANIZATION. Alliance is a corporation duly organized, validly existing, and in good standing under the laws of Florida and has the corporate power and is duly authorized, qualified, franchised and licensed under

all applicable laws, regulations, ordinances, and orders of public authorities to own all of its properties and assets and to carry on its business in all material respects as it is now being conducted, including qualification to do business as a foreign corporation in the jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification. Included in the Schedules attached hereto (hereinafter defined) are complete and correct copies of the articles of incorporation, bylaws, and amendments thereto as in effect on the date hereof. The execution and delivery of this Agreement does not and the consummation of the transactions contemplated by this Agreement in accordance with the terms hereof will not violate any provision of Alliance's articles of incorporation or bylaws or any agreement or instrument binding upon Alliance or its properties, inventory, interest in properties and assets, real and personal (collectively, the "Assets"), if any. Alliance has full power, authority and legal right and has taken all action required by law, its articles of incorporation, its bylaws or otherwise to authorize the execution and delivery of this Agreement.

SECTION 1.2 CAPITALIZATION. The authorized capitalization of Alliance consists of Five Billion (5,000,000,000) common shares, $0.01 par value per share, and Ten Million (10,000,000) Preferred Shares. As of the date hereof, Alliance has 2,181,063,230 common shares issued and outstanding. All issued and outstanding shares of Alliance are legally issued, fully paid and non-assessable and were not issued in violation of the preemptive or other rights of any person. Except for the Convertible Debenture described in Section 1.4 (c) (i) below, Alliance has no other securities, warrants, or options authorized or issued.

SECTION 1.3 SUBSIDIARIES. Alliance has no subsidiaries.

SECTION 1.4 TAX MATTERS; BOOKS AND RECORDS.

(a) The books and records, financial and others, of Alliance are in all material respects complete and correct and have been maintained in accordance with generally accepted accounting practices consistently applied (without change since 2003); and

(b) Alliance has no liabilities with respect to the payment of any federal, state, county, or local taxes (including any deficiencies, interest or penalties) and has filed or submitted any and all tax returns or reports due as of the Effective Date, and has filed (or obtained an extension for) the tax returns and reports due on March 15, 2005.

(c) On the Closing Date Alliance will have extinguished all liabilities other than the following retained liabilities (the "Retained Liabilities"):

(i) CORNELL CAPITAL PARTNERS, LP: that certain 5 % Convertible Debenture due May 2007 (the "Convertible Debenture") in the original amount of

$490,000, in the current aggregate amount of $375,000, but without any remaining security interest in the Assets of Alliance;

(ii) HJ AND ASSOCIATES, LLC, the Alliance auditors: $ 16,376.57, representing unpaid fees to complete all of the work required to audit the books and records of Alliance and issue an independent auditor's report for the calendar year ending December 31, 2004; and

(iii) KIRKPATRICK & LOCKHART NICHOLSON GRAHAM LLP: $78,207.97, representing legal fees for representation of Alliance as legal counsel.

Prior to the Closing Date Alliance will provide evidence to Enclaves of the release, payment, or satisfaction of any all such other liabilities and, for the liabilities retained, the instruments and accounts forming the basis of the liabilities, including without limitation any material contract.

SECTION 1.5 LITIGATION AND PROCEEDINGS. There are no actions, suits, proceedings, or investigations pending or threatened by or against or affecting Alliance, the Assets, or any properties of Alliance, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign or before any arbitrator of any kind that would have a material adverse affect on the business, operations, financial condition or income of Alliance. Alliance is not in default with respect to any judgment, order, writ, injunction, decree, award, rule or regulation of any court, arbitrator or governmental agency or instrumentality or of any circumstances which, after reasonable investigation, would result in the discovery of such a default.

SECTION 1.6 INFORMATION. The information concerning Alliance as set forth in this Agreement and in the attached Schedules is complete and accurate in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to make the statements made in light of the circumstances under which they were made, not misleading.

SECTION 1.7 CONTRACTS. On the Closing Date:

(a) There are no material contracts, agreements, franchises, license agreements, or other commitments to which Alliance is a party or by which it or any of its Assets (if any) are bound; provided that for the purposes of this Agreement materiality shall mean any instrument or obligation which in aggregate represents a minimum of $

1,000 in liability; provided further that whether material or otherwise, in aggregate, such liabilities do not exceed $ 10,000;

(b) Alliance is not a party to any contract, agreement, commitment or instrument or subject to any charter or other corporate restriction or any judgment, order, writ, injunction, decree or award materially and adversely affects, or in the future may (as far as Alliance can now foresee) materially and adversely affect Alliance; and

(c) Alliance is not a party to any oral or written: (i) contract for the employment of any officer or employee; (ii) profit sharing, bonus, deferred compensation, stock option, severance pay, pension benefit or retirement plan, agreement or arrangement covered by Title IV of the Employee Retirement Income Security Act, as amended; (iii) (other than the Convertible Debenture) agreement, contract, or indenture relating to the borrowing of money; (iv) guaranty of any obligation for the borrowing of money or otherwise, excluding endorsements made for

collection and other guaranties, of obligations, which, in the aggregate exceeds $ 1,000; (v) consulting or other contract with an unexpired term of more than one year or providing for payments in excess of $ 1,000 in the aggregate; (vi) collective bargaining agreement; and (vii) contract, agreement, or other commitment involving payments by it for more than $ 1,000 in the aggregate. Alliance has disclosed in its books and records provided to Enclaves any such material contract, now released, paid, or satisfied since its last 10-KSB filing.

SECTION 1.8 COMPLIANCE WITH LAWS AND REGULATIONS. To the best of our knowledge and belief, Alliance has complied with all applicable statutes and regulations of any federal, state, or other governmental entity or agency thereof, except to the extent that noncompliance would not materially and adversely affect the Assets or condition of Alliance or would not result in Alliance incurring material liability.

SECTION 1.9 APPROVAL OF AGREEMENT. The directors of Alliance have authorized the execution and delivery of this Agreement by Alliance and have approved the transactions contemplated hereby.

SECTION 1.10 MATERIAL TRANSACTIONS OR AFFILIATIONS. Except as set forth in Alliance's Form 10-KSB for the year ended December 31, 2004, there are no material contracts, agreements, or arrangements between Alliance and any

person, who was at the time of such contract, agreement, or arrangement an officer, director, or person owning of record, or known to beneficially own ten percent (10 %) or more of the issued and outstanding common shares of Alliance and which is to be performed in whole or in part after the date hereof. Alliance has no commitment, whether written or oral, to lend any funds to, borrow any money from, or enter into material transactions with any such affiliated person. Alliance will terminate any such contracts, agreements, or arrangements on or before the Closing Date.

SECTION 1.11 NO CONFLICT WITH OTHER INSTRUMENTS. The execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of, or constitute an event of default under, any material indenture, mortgage, deed of trust, or other material contract, agreement, or instrument to which Alliance is a party or to which it is subject.

SECTION 1.12 GOVERNMENTAL AUTHORIZATIONS. Except for compliance with federal and state securities and corporation laws, as hereinafter provided, no authorization, approval, consent, or order of, or registration, declaration, or filing with, any court or other governmental body is required in connection with the execution and delivery by Alliance of this Agreement and the consummation of the transactions contemplated hereby.

SECTION 1.13 EXCHANGE ACT REGISTRATION. As of the Effective Date, (a) the Alliance common shares are registered under Section 12 (g) of the Securities Exchange Act of 1934 (the "Exchange Act"), and (b) Alliance is current in its reporting requirements of the Exchange Act.

SECTION 1.14 FINANCIAL STATEMENTS. Complete and accurate copies of the unaudited consolidated balance sheet, consolidated statements of operations, statements of stockholders' equity and statements of cash flows (together with any supplementary information thereto) of Alliance, at, as of, and for the three month period ending March 31, 2005, have been provided to Enclaves and attached with the Schedules (the "Alliance Financial Statements"). The Alliance Financial Statements fairly present, in all material respects, the consolidated financial

position of Alliance, as of and for the respective dates thereof, and the consolidated results of its operations and its cash flows for the respective periods then ended (subject to normal year-end audit adjustments and to any other adjustments described therein) in conformity with GAAP during the periods involved (except as may be indicated therein or in the notes thereto and the Alliance Financial Statements do not contain the footnotes required by GAAP). Since December 31, 2003, Alliance has not made any change in the accounting practices or policies applied in the preparation of its financial statements, except as may be required by GAAP. On the Closing Date Alliance shall arrange for its auditors, HJ Associates, LLC, to deliver to Enclaves a satisfactory

letter substantially in the form attached with the Schedules and to make available to the auditors of Enclaves the statements and work papers of HJ Associates, LLC, for the periods reviewed by those auditors.

SECTION 1.15 SEC FILINGS.

(a) Except as disclosed in the Schedules, since January 1, 2003, Alliance has timely filed all forms, reports, statements and documents required to be filed by it with the Securities and Exchange Commission ("SEC"), required to be filed by it pursuant to the federal securities laws and the SEC rules and regulations promulgated thereunder (collectively, the "Alliance SEC Documents"). Each of the Alliance SEC Documents was prepared in accordance, and complied as of its respective filing date in all material respects, with the requirements of the Exchange Act or the Securities Act of 1933, as amended (the "Securities Act"), as applicable, and the rules and regulations promulgated thereunder, and, at the time of filing (or if amended or superceded by a subsequent filing, then on the date of such subsequent filing), none of the Alliance SEC Documents (including all exhibits and schedules thereto and documents incorporated by reference therein) contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) The financial statements (including the notes thereto) of Alliance included in the Alliance SEC Documents complied as to form in all material respects with the then applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, were prepared in accordance with Alliance's books and records and in accordance with GAAP applied on a consistent basis during the periods involved (except as may have been indicated in the notes thereto) and fairly present the financial position of Alliance as at the dates thereof and the results of its operations, stockholders' equity and cash flows for the period then ended.

ARTICLE II
REPRESENTATIONS, COVENANTS, AND WARRANTIES OF ENCLAVES GROUP, INC. AND HOMES FOR AMERICA HOLDINGS, INC.

Enclaves and Homes Holdings each represents and warrants as follows:

SECTION 2.1 ORGANIZATION. Enclaves is a corporation duly organized,

validly existing, and in good standing under the laws of the State of Delaware and has the corporate power and is duly authorized, qualified, franchised, and licensed under all applicable laws, regulations, ordinances, and orders of public authorities to own all of its properties and assets and to carry on its

business in all material respects as it is now being conducted, including qualification to do business as a foreign entity in the country or states in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification. Included in the attached Schedules (as hereinafter defined) are complete and correct copies of the certificate of incorporation, bylaws, and amendments thereto as in effect on the date hereof. The execution and delivery of this Agreement does not and the consummation of the transactions contemplated by this Agreement in accordance with the terms hereof will not, violate any provision of the certificate of incorporation or bylaws of Enclaves. Enclaves has full power, authority, and legal right and has taken all action required by law, its certificate of incorporation, bylaws, or otherwise to authorize the execution and delivery of this Agreement.

SECTION 2.2 CAPITALIZATION. The authorized capitalization of Enclaves consists of 90,000,000 shares of common stock, $.001 par value (the "Common Stock"), and 10,000,000 shares of preferred stock, $.001 par value (the "Preferred Stock"). As of the date hereof, there are 10,000 shares of Common Stock and 1,000,000 shares of Preferred Stock issued and outstanding to its two stockholders (the "Enclaves Shareholders"). All issued and outstanding shares of Enclaves stock have been legally issued, fully paid, are non-assessable and not issued in violation of the preemptive rights of any other person. Enclaves has no other securities, warrants, or options authorized or issued other than as described on the Schedules.

SECTION 2.3 SUBSIDIARIES. Enclaves has three (3) subsidiaries: (i) Enclaves of Live Oak LLC, a Texas limited liability company holding title to its development project in Mesquite, Texas; (ii) Enclaves of Eagle Nest LLC, a Florida limited liability company, holding title to its development project in North Fort Myers, Florida; and (iii) Enclaves of Spring Magnolia LLC, a Texas limited liability company organized to take title to a development project in Fort Worth, Texas.

SECTION 2.4 TAX MATTERS; BOOKS & RECORDS

(a) The books and records, financial and others, of Enclaves are in all material respects complete and correct and have been maintained in accordance with good business accounting practices.

(b) Enclaves has no liabilities with respect to the payment

of any federal, state, county, local, or other taxes (including any deficiencies, interest or penalties).

(c) Enclaves shall remain responsible for all its debts incurred prior to the Closing Date.

SECTION 2.5 INFORMATION. The information concerning Enclaves as set forth in this Agreement and in the attached Schedules is complete and accurate in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to make the statements made, in light of the circumstances under which they were made, not misleading.

SECTION 2.6 TITLE AND RELATED MATTERS. Except for a security interest in all of its properties, inventory, interests in properties and assets, real and personal (collectively, the "Assets"), now owned or later acquired, granted to its debenture holders in connection with the issuance of its secured convertible debentures as shown in the Schedules, Enclaves has good and marketable title to and is the sole and exclusive owner of all of its Assets, free and clear of all other liens, pledges, charges, or encumbrances. Except as set forth in the Schedules attached hereto, Enclaves owns free and

clear of any liens, claims, encumbrances, royalty interests, or other restrictions or limitations of any nature whatsoever and all procedures, techniques, marketing plans, business plans, methods of management, or other information utilized in connection with business of Enclaves. Except as set forth in the attached Schedules, no third party has any right to, and Enclaves has not received any notice of infringement of or conflict with asserted rights of others with respect to any product, technology, data, trade secrets, know-how, proprietary techniques, trademarks, service marks, trade names, or copyrights which, singly or in the aggregate, if the subject of an unfavorable decision, ruling, or finding, would have a materially adverse affect on the business, operations, financial conditions, or income of Enclaves or any material portion of its properties, assets, or rights.

SECTION 2.7 LITIGATION AND PROCEEDINGS. There are no actions, suits, or proceedings pending or, to the knowledge of Enclaves, threatened by, against, or affecting Enclaves, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind that would have a material adverse effect on the business, operations, financial condition, income, or business prospects of Enclaves. Enclaves does not have any knowledge of any default on its part with respect to any judgment, order, writ, injunction, decree, award, rule, or regulation of any court, arbitrator or governmental agency or instrumentality.

SECTION 2.8 NO CONFLICT WITH OTHER INSTRUMENTS. Except as disclosed by the Schedules, the execution of this Agreement and the consummation of the

transactions contemplated by this Agreement will not result in the breach of any term or provision of, or constitute an event of default under, any material indenture, mortgage, deed of trust, or other material contract, agreement, or instrument to which Enclaves is a party or to which any of its properties or operations are subject.

SECTION 2.9 MATERIAL CONTRACT DEFAULTS. To the best knowledge and belief of Enclaves, it is not in default in any material respect under the terms of any outstanding contract, agreement, lease, or other commitment which is material to the business, operations, properties, assets, or condition of Enclaves, and there is no event of default in any material respect under any such contract, agreement, lease, or other commitment in respect of which Enclaves has not taken adequate steps to prevent such a default from occurring.

SECTION 2.10 GOVERNMENTAL AUTHORIZATIONS. To the best knowledge of Enclaves, Enclaves has all licenses, franchises, permits, and other governmental authorizations that are legally required to enable it to conduct its business operations in all material respects as conducted on the date hereof. Except for compliance with federal and state securities or corporation laws, no authorization, approval, consent, or order of, or registration, declaration or filing with, any court or other governmental body is required in connection with the execution and delivery by Enclaves of the transactions contemplated hereby.

SECTION 2.11 COMPLIANCE WITH LAWS AND REGULATIONS. To the best knowledge and belief of Enclaves, Enclaves has complied with all applicable statutes and regulations of any federal, state, or other governmental entity or agency thereof, except to the extent that noncompliance would not materially and adversely affect the business, operations, properties, assets, or condition of Enclaves or would not result in Enclaves incurring any material liability.

SECTION 2.12 INSURANCE. All of the insurable properties of Enclaves are insured for the benefit of Enclaves under valid and enforceable policy or policies containing substantially equivalent coverage and will be outstanding and in full force at the Closing Date.

SECTION 2.13 APPROVAL OF AGREEMENT. The directors of Enclaves have authorized the execution and delivery of this Agreement by Enclaves and have approved the transactions contemplated hereby.

SECTION 2.14 MATERIAL TRANSACTIONS OR AFFILIATIONS. Except as set forth in the Schedules, as of the Closing Date, there will exist no material contract, agreement, or arrangement between Enclaves and any person who was at the time of such contract, agreement, or arrangement an officer, director or person owning of record, or known by Enclaves to own beneficially, ten percent (10%) or more of the issued and outstanding Common Shares of Enclaves and which is to be performed in whole or in part after the date hereof. Enclaves has no

commitment, whether written or oral, to lend any funds to, borrow any money from, or enter into any other material transactions with, any such affiliated person.

SECTION 2.15 FILINGS. Enclaves covenants that it will assist Alliance in the preparation of all filings required by the Exchange Act in a timely manner, including but not limited to, (i) the filing of a Form 8-K within four (4) business days after the Effective Date of this Agreement, the filing of a Form 8-K within four (4) business days of the Closing, and (iii) the filing of an amended 8-K, and the delivery of the audited financial statements for Enclaves in sufficient time to allow for the filing of the amended 8-K, with the mandatory audited and pro forma financial statements within seventy one (71) days after the Form 8-K for Closing is filed.

SECTION 2.16 INVESTMENT INTENT. Each of the Enclaves Shareholders is entering into the share exchange contemplated by this Agreement for its own account and not with a view to any distribution of the Alliance Shares acquired by it, and it has no present arrangement to sell any of its Alliance Shares to or through any Person, provided that this representation shall not be construed as an undertaking to hold any Alliance Common Shares for any minimum or other specific term, and each of the Enclaves Shareholders reserves the right to dispose of its Alliance Common Shares at any time in accordance with applicable law.

SECTION 2.17 SOPHISTICATION. Each of the Enclaves Shareholders is a sophisticated investor, as described in Rule 506(b)(2)(ii) under the Securities Act, and has such experience in business and financial matters that it is capable of evaluating the merits and risks of an investment in the Alliance Common Shares. The Enclaves Shareholders each acknowledge that an investment in the Alliance Common Shares is speculative and involves a high degree of risk.

SECTION 2.18 ACCESS TO INFORMATION. Each of the Enclaves Shareholders has received or had access to all documents, records, and other information pertaining to its investment in the Alliance Shares that it has requested, including documents filed by Alliance under the Exchange Act, and has been given the opportunity to meet or have telephonic discussions with the representatives of Alliance, to ask questions of them, to receive answers concerning the terms and conditions of this investment and to obtain information that Alliance possesses or can acquire without unreasonable effort or expense that is necessary to verify the accuracy of the information provided to the Enclaves Shareholders.

SECTION 2.19 MANNER OF SALE. At no time were the Enclaves Shareholders presented with or solicited by or through any leaflet, public promotional meeting, television advertisement, or any other form of general solicitation or advertising relating to Alliance or any investment in the Alliance Common Shares.

ARTICLE III
EXCHANGE PROCEDURE AND OTHER CONSIDERATION

SECTION 3.1 SHARE EXCHANGE / DELIVERY OF ENCLAVES SECURITIES.

(a) On the Closing Date, in exchange for the Alliance securities described in Section 3.2 below, the holders of all of the Enclaves Common Shares shall deliver to Alliance certificates or other documents evidencing all of the issued and outstanding Enclaves Common Stock, each duly endorsed in blank or with executed power attached thereto in transferable form. On the Closing Date, all previously issued and outstanding Common Stock of Enclaves shall be transferred to Alliance, so that after the transfer described in Section 3.1 (b) below Enclaves shall become a wholly owned subsidiary of Alliance.

(b) As of the Closing Date, the Enclaves Shareholders holding Enclaves Preferred Stock shall deliver to Alliance certificates or other documents evidencing all of the issued and outstanding Enclaves Preferred Stock, each duly endorsed in blank or with executed power attached thereto in transferable form, in exchange for the right to receive an equivalent number of shares of a new series of preferred stock of Alliance, with terms, rights, and privileges substantially the same in all material respects to the Preferred Stock of Enclaves, which series shall be established as soon as practicable following Closing.

SECTION 3.2 ISSUANCE OF ALLIANCE SECURITIES.

(a) On the Closing Date, in exchange for all of the Enclaves Common Stock tendered pursuant to Section 3.1 (a), Alliance shall issue to the Enclaves common stockholders a total of Alliance common shares and preferred shares equal, after conversion of the preferred shares, to Ninety Five (95 %) percent of the fully diluted outstanding common shares of Alliance, as follows:

(i) 2,818,936,770 shares of Alliance common shares (equaling the balance of the authorized and unissued common stock of Alliance), to be issued to Homes for America Holdings, Inc., One Odell Plaza, Yonkers, New York 10701; and

(ii) Six Million (6,000,000) shares of Alliance preferred shares to be designated "Series A Convertible Stock", to be issued to Homes for America Holdings, Inc., One Odell Plaza, Yonkers, New York 10701.

(b) On or before the Closing Date Alliance shall cause its articles of incorporation to be amended by filing a Certificate of Designations, Preferences and Other Rights and Qualifications of Convertible Preferred Stock in the form attached hereto as an Exhibit, establishing the conversion rights and other rights and privileges of Alliance preferred stock to conform to the

issuance described in Section 3.2 (a) above. The parties understand that:

(i) before any conversion of the Series A Convertible Stock may be effective, shareholder consent to increase the maximum authorized common stock of Alliance is required; and

(ii) conversion of the entire class of Series A Convertible Stock into common stock of Alliance, when effective, would result in the issuance to Enclaves Shareholders in

aggregate of an additional 38,621,264,600 shares of Alliance common stock.

(c) Such shares are restricted in accordance with Rule 144 of the Securities Act.

SECTION 3.3 ADDITIONAL CONSIDERATION. On the Closing Date Alliance shall arrange for existing Alliance shareholders to pledge 531,975,923 shares of outstanding Alliance common stock to be subject to and secure Alliance against any and all claims, losses, liabilities, or damages arising from a material breach or deficiency in any of the representations, warranties, or covenants made in Article I for a period of twelve (12) months after the Closing Date. The pledged stock shall be endorsed in blank and held under the Escrow Agreement by and between Alliance, Enclaves, the pledgor(s), and Kirkpatrick & Lockhart Nicholson Graham LLP as escrow agent, substantially in the form attached with the Schedules.

SECTION 3.4 EVENTS PRIOR TO CLOSING. Upon execution hereof or as soon thereafter as practicable, management of Alliance and Enclaves shall execute, acknowledge, and deliver (or shall cause to be executed, acknowledged, and delivered) any and all certificates, opinions, financial statements, schedules, agreements, resolutions, rulings, or other instruments required by this Agreement to be so delivered, together with such other items as may be reasonably requested by the parties hereto and their respective legal counsel in order to effectuate or evidence the transactions contemplated hereby, subject only to the conditions to Closing referenced herein below.

SECTION 3.5 CLOSING. The closing ("Closing") of the transactions contemplated by this Agreement shall occur no later than three (3) business days following the satisfaction or waiver of all conditions to closing (the "Closing Date"). On the Closing Date Alliance shall grant the Enclaves designees access to and immediate possession of the books and records (including passwords for any and all accounts and electronic copies of the accounts, books, and records) of Alliance, at the office of Alliance counsel, Kirkpatrick & Lockhart Nicholson Graham LLP, or such other location as mutually agreed by the parties.

SECTION 3.6 TERMINATION.

(a) This Agreement may be terminated by the board of either Alliance or Enclaves, respectively, at any time prior to the Closing Date if:

(i) there shall be any action or proceeding before any court or any governmental body which shall seek to restrain, prohibit or invalidate the transactions contemplated by this Agreement and which, in the judgment of such board of directors, made in good faith and based on the advice of its legal counsel, makes it inadvisable to proceed with the exchange contemplated by this Agreement; or

(ii) any of the transactions contemplated hereby are disapproved by any regulatory authority whose approval is required to consummate such transactions.

In the event of termination pursuant to this paragraph (a) of this Section 3.6, no obligation, right, or liability shall arise hereunder and each party shall bear all of the expenses incurred by it in connection with the negotiation, drafting and execution of this Agreement and the transactions herein contemplated.

(b) This Agreement may be terminated at any time prior to the Closing Date by action of the board of directors of

Alliance if Enclaves shall fail to comply in any material respect with any of its covenants or agreements contained in this Agreement or if any of the representations or warranties of Enclaves contained herein shall be inaccurate in any material respect, which noncompliance or inaccuracy is not cured after twenty (20) days written notice thereof is given to Enclaves. If this Agreement is terminated pursuant to this paragraph (b) of this Section 3.6, this Agreement shall be of no further force or effect and no obligation, right or liability shall arise hereunder.

(c) This Agreement may be terminated at any time prior to the Closing Date by action of the board of directors of Enclaves if Alliance shall fail to comply in any

material respect with any of its covenants or agreements contained in this Agreement or if any of the representations or warranties of Alliance contained herein shall be inaccurate in any material respect, which noncompliance or inaccuracy is not cured after twenty (20) days written notice thereof is given to Alliance. If this Agreement is terminated pursuant to this paragraph (c) of this Section 3.6, this Agreement shall be of no further force or effect and no obligation, right or liability shall arise hereunder.

In the event of termination pursuant to paragraph (b) and (c) of this Section 3.6, the breaching party shall bear all of the expenses incurred by the other party in connection with the negotiation, drafting and execution of this Agreement and the transactions herein contemplated.

SECTION 3.6 DIRECTORS OF ALLIANCE. On the Effective Date the Board of Directors of Alliance has three positions and the current Directors of Alliance are Mr. Sandburg and Mr. Delin. On or before the Closing Date: (i) each of the Directors of Alliance shall resign from that office effective immediately before Closing; and (ii) the Board of Directors shall have appointed as Directors to fill the three (3) vacancies, effective immediately upon Closing, the designees of Enclaves, those being: (a) Mr. Robert A. MacFarlane; (b) Mr. Robert M. Kohn; and (c) Mr. Daniel G. Hayes. Alliance makes no representations or covenants regarding the requirement for filing a Schedule 14f-1 in connection with the appointment by the Alliance Board of Directors of the designees of Enclaves and Enclaves agrees to indemnify and hold harmless, Alliance, its officers, directors, employees, agents, and counsel and Bottom Line Advisors, Inc. from any and all liability for failure to file such Schedule 14f-1.

SECTION 3.7 OFFICERS OF ALLIANCE. On or before the Closing Date Mr. Sandburg and Mr. Delin will resign from all offices with Alliance effective as of the Closing.

ARTICLE IV
SPECIAL COVENANTS

SECTION 4.1 ACCESS TO PROPERTIES AND RECORDS. Prior to closing, Alliance and Enclaves will each afford to the officers and authorized representatives of the other full access to the properties, books, and records of each other, in order that each may have full opportunity to make such reasonable investigation as it shall desire to make of the affairs of the other and each will furnish the other with such additional financial and operating data and other information as to the business and properties of each other, as the other shall from time to time reasonably request.

SECTION 4.2 RESTRICTED SECURITIES. The securities held by Alliance and Enclaves shareholders which on the Effective Date are "restricted securities," as that term is defined in Rule 144 promulgated pursuant to the

Securities Act, will remain as "restricted securities". Alliance is under no obligation to register such shares under the Securities Act, or otherwise. The stockholders of Alliance and Enclaves holding restricted securities of Alliance and Enclaves as of the date of this Agreement and their respective heirs, administrators, personal representatives, successors, and assigns, are intended third party beneficiaries of the provisions set forth herein. The covenants set forth in this Section 4.2 shall survive the Closing and the consummation of the transactions herein contemplated.

SECTION 4.3 RELIANCE ON EXEMPTIONS FOR EXCHANGE. The consummation of this Agreement, including the issuance of the Alliance Common Shares and Alliance Preferred Shares to the Shareholders of Enclaves as contemplated hereby, constitutes the offer and sale of securities under the Securities Act, and applicable state statutes. Such transaction shall be consummated in reliance on exemptions from the registration and prospectus delivery requirements of such statutes which depend, inter alia, upon the circumstances under which the Enclaves Shareholders acquire such securities.

SECTION 4.4 THIRD PARTY CONSENTS. Alliance and Enclaves agree to cooperate with each other in order to obtain any required third party consents to this Agreement and the transactions herein contemplated.

SECTION 4.5 ACTIONS PRIOR AND SUBSEQUENT TO CLOSING.

(a) From and after the date of this Agreement until the Closing Date, except as permitted or contemplated by this Agreement, Alliance and Enclaves will each use its best efforts to:

(i) maintain and keep its properties in states of good repair and condition as at present, except for depreciation due to ordinary wear and tear and damage due to casualty;

(ii) maintain in full force and effect insurance comparable in amount and in scope of coverage to that now maintained by it; and

(iii) perform in all material respects all of its obligations under material contracts, leases and instruments relating to or affecting its assets, properties and business.

(b) From and after the date of this Agreement until the Closing Date, except as contemplated by this Agreement, Alliance will not, without the prior consent of Enclaves:

(i) except as otherwise specifically set forth herein, make any change in its articles of incorporation or bylaws;

(ii) declare or pay any dividend on its outstanding Common Shares, except as may otherwise be required by law, or effect any stock split or otherwise change its capitalization, except as provided herein;

(iii) incur any obligation, liability, or debt or enter into or amend any employment, severance, or agreements or arrangements with any directors or officers; and

(iv) grant, confer, or award any options, warrants, conversion rights, or other rights not existing on the date hereof to acquire any Common Shares or Preferred Shares; or

(v) purchase or redeem any Common Shares.

ARTICLE V
CONDITIONS PRECEDENT TO OBLIGATIONS OF ENCLAVES

The obligations of Enclaves under this Agreement are subject to the satisfaction, at or before the Closing Date, of the following conditions:

SECTION 5.1 ACCURACY OF REPRESENTATIONS. The representations and warranties made by Alliance in this Agreement were true when made and shall be true at the Closing Date with the same force and effect as if such representations and warranties were made at and as of the Closing Date (except for changes therein permitted by this Agreement), and Alliance shall have performed or complied with all covenants and conditions required by this Agreement to be performed or complied with by Alliance prior to or at the Closing.

SECTION 5.2 DIRECTOR APPROVAL AND APPOINTMENT. The members of the Board of Directors of Alliance shall have resigned effective on or before the Closing and shall have caused the designees of Enclaves to have been duly appointed to the Board of Directors effective as of the Closing, as described in Section 3.6 above.

SECTION 5.3 SEC FILINGS. Alliance shall have prepared and filed any and all SEC filings and reports required to be filed before Closing, except for the filing of a Schedule 14f-1 for the appointments described in Section 3.6 above.

SECTION 5.4 OFFICER'S CERTIFICATE. The Officers of Alliance will sign this Agreement which will attest to: (a) the representations and warranties of Alliance set forth in this Agreement and in all Exhibits, Schedules, and

other documents furnished in connection herewith are in all material respects true and correct as if made on the Effective Date; (b) Alliance has performed all covenants, satisfied all conditions, and complied with all other terms and provisions of this Agreement to be performed, satisfied, or complied with by it as of the Effective Date; (c) since such date and other than as previously disclosed to Enclaves, Alliance has not entered into any material transaction other than transactions; and (d) no litigation, proceeding, investigation, or inquiry is pending or, to the best knowledge of Alliance, threatened, which might result in an action to enjoin or prevent the consummation of the transactions contemplated by this Agreement or, to the extent not disclosed in the Alliance Schedules, by or against Alliance which might result in any material adverse change in any of the assets, properties, business or operations of Alliance.

SECTION 5.5 FINANCIAL CONDITION. Mr. Sandburg and Mr. Delin by signing this Agreement each represents and warrants that the financial condition of Alliance is materially the same as its books and records state at the time of Closing. On and as the Closing Date Mr. Sandburg and Mr. Delin shall certify the Alliance Financial Statements and deliver the original auditor's letter described in Section 1.14 above.

SECTION 5.6 NO MATERIAL ADVERSE CHANGE. Prior to the Closing Date, there shall not have occurred any material adverse change in the financial condition, business or operations of nor shall any event have occurred which, with the lapse of time or the giving of notice, may cause or create any material adverse change in the financial condition, business or operations of Alliance.

SECTION 5.7 OTHER ITEMS. Enclaves shall have received such further documents, certificates, or instruments relating to the transactions contemplated hereby as Enclaves may reasonably request.

ARTICLE VI
CONDITIONS PRECEDENT TO OBLIGATIONS OF ALLIANCE

The obligations of Enclaves under this Agreement are subject to the satisfaction, at or before the Closing date (unless otherwise indicated herein), of the following conditions:

SECTION 6.1 ACCURACY OF REPRESENTATIONS. The representations and warranties made by Enclaves in this Agreement were true when made and shall be true as of the Closing Date (except for changes therein permitted by this Agreement) with the same force and effect as if such representations and warranties were made at and as of the Closing Date, and Enclaves shall have performed and complied with all covenants and conditions required by this Agreement to be performed or complied with by Enclaves prior to or at the

Closing.

SECTION 6.2 DIRECTOR APPROVAL. The Board of Directors of Enclaves shall have approved this Agreement and the transactions contemplated herein.

SECTION 6.3 OFFICER'S CERTIFICATE. Alliance shall be furnished with a certificate dated the Closing Date and signed by a duly authorized executive officer of Enclaves to the effect that: (a) the representations and warranties of Enclaves set forth in this Agreement and in all Exhibits, Schedules, and other documents furnished in connection herewith are in all material respects true and correct as if made on the Effective Date; and (b) Enclaves had performed all covenants, satisfied all conditions, and complied with all other terms and provisions of this Agreement to be performed, satisfied or complied with by it as of the Effective Date.

SECTION 6.4 SHAREHOLDERS' CONSENT. This Agreement and the share exchange contemplated by its Article III above shall be expressly consented to by an authorized representative of each of the Enclaves Shareholders, as evidenced by the subscription to a counterpart of this Agreement.

SECTION 6.5 NO MATERIAL ADVERSE CHANGE. Prior to the Closing Date, there shall not have occurred any material adverse change in the financial condition, business or operations of nor shall any event have occurred which, with the lapse of time or the giving of notice, may cause or create any material adverse change in the financial condition, business, or operations of Enclaves.

ARTICLE VII
MISCELLANEOUS

SECTION 7.1 BROKERS AND FINDERS. Each party hereto hereby represents and warrants that it is under no obligation, express or implied, to pay certain finders in connection with the bringing of the parties together in the negotiation, execution, or consummation of this Agreement. The parties each agree to indemnify the other against any claim by any third person for any commission, brokerage or finder's fee or other payment with respect to this Agreement or the transactions contemplated hereby based on any alleged agreement or understanding between the indemnifying party and such third person, whether express or implied from the actions of the indemnifying party.

SECTION 7.2 GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, United States of America (without reference to its conflicts of law rules).

SECTION 7.3 NOTICES. Any notices or other communications required or permitted hereunder shall be sufficiently given if personally delivered to it or sent by registered mail or certified mail, postage prepaid, or by prepaid

telegram addressed as follows:

If to Alliance Towers, Inc.:	5401 South Mabry Highway Suite B Tampa, Florida 33611
with a copy to:	Kirkpatrick & Lockhart Nicholson Graham LLP Miami Center - 20th Floor 201 South Biscayne Blvd. Miami, Florida 33131 Attention: Clayton E. Parker, Esq.
If to Enclaves Group, Inc.:	537 Riverdale Avenue, Suite 817 Yonkers, New York 10705 Attention: CEO
with a copy to:	Olshan Grundman Frome Rosenzweig & Wolosky, LLP 65 East 55th Street New York, New York 10022 Attention: Robert H. Friedman, Esq.

or such other addresses as shall be furnished in writing by any party in the manner for giving notices hereunder, and any such notice or communication shall be deemed to have been given as of the date so delivered, mailed or telegraphed.

SECTION 7.4 ATTORNEYS' FEES. In the event that any party institutes any action or suit to enforce this Agreement or to secure relief from any default hereunder or breach hereof, the breaching party or parties shall reimburse the non-breaching party or parties for all costs, including reasonable

attorneys' fees, incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

SECTION 7.5 CONFIDENTIALITY. Each party hereto agrees with the other party that, unless and until the transactions contemplated by this Agreement have been consummated, they and their representatives will hold in strict confidence all data and information obtained with respect to another party or any subsidiary thereof from any representative, officer, director or employee, or from any books or records or from personal inspection, of such other party, and shall not use such data or information or disclose the same to others, except: (i) to the extent such data is a matter of public knowledge or is required by law to be published; and (ii) to the extent that such data or information must be used or disclosed in order to consummate the transactions

contemplated by this Agreement.

SECTION 7.6 SCHEDULES; KNOWLEDGE. Each party is presumed to have full knowledge of all information set forth in the other party's schedules delivered pursuant to this Agreement.

SECTION 7.7 THIRD PARTY BENEFICIARIES. This contract is solely between Alliance and Enclaves and except as specifically provided, no director, officer, stockholder, employee, agent, independent contractor or any other person or entity shall be deemed to be a third party beneficiary of this Agreement.

SECTION 7.8 ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties relating to the subject matter hereof. This Agreement alone fully and completely expresses the agreement of the parties relating to the subject matter hereof. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as set forth herein. This Agreement may not be amended or modified, except by a written agreement signed by all parties hereto.

SECTION 7.9 SURVIVAL; TERMINATION. The representations, warranties, and covenants of the respective parties shall survive the Closing Date and the consummation of the transactions herein contemplated for 18 months.

SECTION 7.10 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall be but a single instrument.

SECTION 7.11 AMENDMENT OR WAIVER. Every right and remedy provided herein shall be cumulative with every other right and remedy, whether conferred herein, at law, or in equity, and may be enforced concurrently herewith, and no waiver by any party of the performance of any obligation by the other shall be construed as a waiver of the same or any other default then, theretofore, or thereafter occurring or existing. At any time prior to the Closing Date, this Agreement may be amended by a writing signed by all parties hereto, with respect to any of the terms contained herein, and any term or condition of this Agreement may be waived or the time for performance hereof may be extended by a writing signed by the party or parties for whose benefit the provision is intended.

SECTION 7.12 EXPENSES. Each party herein shall bear all of their respective costs and expenses incurred in connection with the negotiation of this Agreement and in the consummation of the transactions provided for herein and the preparation thereof.

SECTION 7.13 HEADINGS; CONTEXT. The headings of the sections and

paragraphs contained in this Agreement are for convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meaning of this Agreement.

SECTION 7.14 BENEFIT. This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto, and their permitted assigns hereunder. This Agreement shall not be assigned by any party without the prior written consent of the other party.

SECTION 7.15 PUBLIC ANNOUNCEMENTS. Except as may be required by law, neither party shall make any public announcement or filing with respect to the transactions provided for herein without the prior consent of the other party hereto.

SECTION 7.16 SEVERABILITY. In the event that any particular provision or provisions of this Agreement or the other agreements contained herein shall for any reason hereafter be determined to be unenforceable, or in violation of any law, governmental order or regulation, such unenforceability or violation shall not affect the remaining provisions of such agreements, which shall continue in full force and effect and be binding upon the respective parties hereto.

SECTION 7.17 FAILURE OF CONDITIONS; TERMINATION. In the event of any of the conditions specified in this Agreement shall not be fulfilled on or before the Closing Date, either of the parties have the right either to proceed or, upon prompt written notice to the other, to terminate and rescind this Agreement. In such event, the party that has failed to fulfill the conditions specified in this Agreement will liable for the other parties' legal fees. The election to proceed shall not affect the right of such electing party reasonably to require the other party to continue to use its efforts to fulfill the unmet conditions.

SECTION 7.18 NO STRICT CONSTRUCTION. The language of this Agreement shall be construed as a whole, according to its fair meaning and intendment, and not strictly for or against either party hereto, regardless of who drafted or was principally responsible for drafting the Agreement or terms or conditions hereof.

SECTION 7.19 EXECUTION KNOWING AND VOLUNTARY. In executing this Agreement, the parties severally acknowledge and represent that each: (a) has fully and carefully read and considered this Agreement; (b) has been or has had the opportunity to be fully apprized by its attorneys of the legal effect and meaning of this document and all terms and conditions hereof; and (c) is executing this Agreement voluntarily, free from any influence, coercion or duress of any kind.

SECTION 7.20 AMENDMENT. At any time after the Closing Date, this Agreement may be amended by a writing signed by both parties, with respect to any of the terms contained herein, and any term or condition of this Agreement may be waived or the time for performance hereof may be extended by a writing signed by the party or parties for whose benefit the provision is intended. Amendments and modifications to this Agreement may be made effective upon the

exchange of counterparts by facsimile transmission or electronic transfer of PDF-format facsimiles, which the parties may rely upon as deemed original documents.

SECTION 7.21 EFFECTIVE DATE. The date on which this Agreement has been executed and ratified by both parties being the last date subscribed below, and such date shall be referred to as and shall constitute the "Effective Date" of this Agreement.

IN WITNESS WHEREOF, the corporate parties hereto have caused this Agreement to be executed by their respective officers, hereunto duly authorized, and entered into as of the date first above written.

ATTEST:

Quincy Queen

Quincy Queen for Sandburg

ALLIANCE TOWERS, INC.

By: /s/ Rob Sandburg

Rob Sandburg
Its: Chief Executive Officer

Date: 4/27/05

Date: 4/27/05

/s/ Rob Sandburg

ROB SANDBURG
INDIVIDUALLY AND AS CEO OF
ALLIANCE TOWERS, INC.

Date: 4/27/05

/s/ Michael Delin

MICHAEL DELIN
INDIVIDUALLY AND AS CFO OF
ALLIANCE TOWERS INC

ATTEST:

By: /s/ Amy L. Harman

ENCLAVES GROUP, INC

By: /s/ Daniel G. Hayes

Amy L. Harman
Its: Assistant Secretary
Date: April 26, 2005

Daniel G. Hayes
Its: Chief Executive Officer

ATTEST:

HOMES FOR AMERICA HOLDINGS, INC.

By: _____

By: /s/ Karim Chowdhury
R. Karim Chowdhury
Its: Vice President

Its: Assistant Secretary
Date: _____

Attachments:

Schedules of Alliance
Schedules of Enclaves

CONSENT OF ENCLAVES SHAREHOLDERS

Each of the two shareholders of Enclaves Group, Inc., acting by an authorized representative, hereby represents to the parties that it has reviewed and approved the transaction contemplated by the above Agreement, including without limitation the surrender and share exchange of the shareholder's securities in Enclaves Group, Inc. for replacement securities issued by Alliance Towers, Inc. (or its successor by subsequent merger) as described in Article III above.

HOMES FOR AMERICA HOLDINGS, INC.

By: /s/ Karim Chowdhury
R. Karim Chowdhury
Its: Vice President

CORNELL CAPITAL PARTNERS, LP

By: Yorkville Advisors, LLC
Its: General Partner

By: /s/ Mark Angelo

Mark Angelo
Its: Portfolio Manager

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