

From:

Division of Corporations

07/06/2005 16:26 #062 P.001/010

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Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE
ENCLAVES GROUP, INC.

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C. Coulllette July 7, 2005

From:

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ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Enclaves Group, Inc.</u>	<u>Delaware</u>	

Second: The name and jurisdiction of merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Alliance Towers, Inc.</u>	<u>Florida</u>	

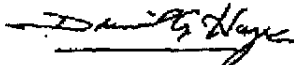

Third: The Plan of Merger, as amended, is attached.

Fourth: The merger shall become effective on July 7, 2005.

Fifth: The Plan of Merger was adopted by the shareholders of the surviving corporation on April 27, 2005.

Sixth: The Plan of Merger was adopted by the shareholders of the merging corporation on April 27, 2005.

Seventh: **SIGNATURES FOR EACH CORPORATION**

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual & Title</u>
<u>Alliance Towers, Inc.</u>		<u>Daniel G. Hayes, Chief Executive Officer</u>
<u>Enclaves Group, Inc.</u>		<u>Daniel G. Hayes, Chief Executive Officer</u>

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PLAN OF MERGER
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>Alliance Towers, Inc.</u>	<u>Florida</u>

The name and jurisdiction of each subsidiary corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>Enclaves Group, Inc.</u>	<u>Delaware</u>

Attached please find a copy of the Agreement and Plan of Merger, as amended, as approved by the board of directors and shareholders of Alliance Towers, Inc.

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of April 28, 2005, between Alliance Towers, Inc., a Florida corporation ("Alliance"), and Enclaves Group, Inc., a Delaware corporation ("Enclaves"). Alliance and Enclaves are from time to time herein referred to as the "Constituent Corporations."

RECITALS:

A. Alliance is a corporation duly organized and existing under the laws of the State of Florida and, on the date hereof, has authority to issue 5,000,000,000 shares of common stock, \$.001 par value per share (the "Alliance Common Stock"), all of which are issued and outstanding, and 10,000,000 shares of preferred stock, \$.001 par value per share, of which 6,000,000 shares are issued and outstanding.

B. Enclaves is a corporation duly organized and existing under the laws of the State of Delaware and, on the date hereof, has authority to issue 90,000,000 shares of common stock, \$.001 par value per share, of which 10,000 shares are issued and outstanding and owned by Alliance, and 10,000,000 shares of preferred stock, \$.001 par value per share, of which 1,000,000 shares are issued and outstanding and owned by Alliance (collectively, the "Enclaves Capital Stock").

C. The Boards of Directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations and their respective stockholders that Alliance be merged with and into Enclaves for the purpose of (i) changing the jurisdiction of incorporation of Alliance from the State of Florida to the State of Delaware, (ii) changing the name of Alliance from "Alliance Towers, Inc." to "Enclaves Group, Inc." and (iii) reducing the authorized and outstanding capital stock of Alliance.

D. Each of the Constituent Corporations has, subject to approval by its stockholders, adopted the Plan of Merger embodied in this Agreement.

AGREEMENT

In consideration of the terms hereof, the Constituent Corporations do hereby agree to merge on the terms and conditions herein provided, as follows:

ARTICLE I

THE MERGER

1.1. The Merger. Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), Alliance shall be merged with and into Enclaves in accordance with the applicable laws of the States of Florida and Delaware (the "Merger"). The separate existence of Alliance shall cease, and Enclaves shall be the surviving corporation (the "Surviving Corporation") and shall be governed by the laws of the State of Delaware.

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1.2. Effective Date. The Merger shall become effective on the date and at the time of the filing of a Certificate of Merger, in substantially the form annexed hereto as Appendix A-1, with the Secretary of State of the State of Delaware, and an Articles of Merger, in substantially the form annexed hereto as Appendix A-2, with the Secretary of State of the State of Florida, whichever later occurs (the "Effective Date"), all after satisfaction of the requirements of the applicable laws of such States prerequisites to such filings, including, without limitation, the approval of the stockholders of the Constituent Corporations.

1.3. Certificate of Incorporation. On the Effective Date, the Certificate of Incorporation of Enclaves, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation.

1.4. Bylaws. On the Effective Date, the Bylaws of Enclaves, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the bylaws of the Surviving Corporation.

1.5. Directors and Officers. The directors and officers of Enclaves immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation, until their successors shall have been duly elected and qualified or until otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

ARTICLE II

CONVERSION OF SHARES

2.1. Alliance Common Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each share of Alliance Common Stock outstanding immediately prior thereto shall be changed and converted into .000068773797 of one fully paid and nonassessable share of the common stock of the Surviving Corporation, \$.001 par value per share (the "Survivor Common Stock"). No fractional shares of Survivor Common Stock shall be issued in the Merger. In lieu thereof, the shares of Survivor Common Stock otherwise issuable to each holder of Alliance Common Stock hereunder shall be rounded up to the nearest whole share of Survivor Common Stock.

2.2. Alliance Series A Preferred Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each share of Alliance Series A Convertible Preferred Stock, \$.001 par value per share, outstanding immediately prior thereto shall be changed and converted into one fully paid and nonassessable share of the Series B Convertible Preferred Stock of the Surviving Corporation, \$.001 par value per share (the "Survivor Series B Preferred Stock").

2.3. Alliance Series B Preferred Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each share of Alliance Series B Convertible Preferred Stock, \$.001 par value per share, outstanding immediately prior thereto shall be changed and converted into one fully paid and nonassessable share of the Series A Convertible Preferred Stock of the Surviving Corporation, \$.001 par value per share (the

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"Survivor Series A Preferred Stock" and together with the Survivor Common Stock and the Survivor Series A Preferred Stock, the "Survivor Stock").

2.4. Enclaves Capital Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of Enclaves Capital Stock outstanding immediately prior thereto shall be cancelled and returned to the status of authorized but unissued shares.

2.5. Exchange of Certificates. Each person who becomes entitled to receive Survivor Stock by virtue of the Merger shall be entitled to receive from the Surviving Corporation, as promptly as practicable after the Effective Time, a certificate or certificates representing the number of shares of Survivor Stock to which such person is entitled as provided herein.

ARTICLE III

EFFECT OF MERGER

3.1. Rights, Privileges, Etc. On the Effective Date of the Merger, the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of Alliance and Enclaves; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of Alliance and Enclaves on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Corporation without further act or deed; title to any real estate, or any interest therein vested in Alliance or Enclaves, shall not revert or in any way be impaired by reason of the Merger; and all of the rights of creditors of Alliance and Enclaves shall be preserved unimpaired, and all liens upon the property of Alliance or Enclaves shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective corporations shall thenceforth remain with or be attached to, as the case may be, the Surviving Corporation and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

3.2. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of Alliance such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Corporation the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Alliance and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Alliance or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

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ARTICLE IV

GENERAL

4.1. Abandonment. At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Alliance or Enclaves or both, notwithstanding the approval of this Agreement by the stockholders of Alliance or Enclaves.

4.2. Amendment. At any time prior to the Effective Date, this Agreement may be amended or modified in writing by the Board of Directors of either Alliance or Enclaves or both; provided, however, that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the rights of the stockholders of such Constituent Corporation.

4.3. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware and, so far as applicable, the merger provisions of the Florida Business Corporation Act.

4.4. Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

[Signature Page Follows]

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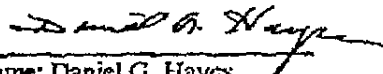
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[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date and year first written above.

ALLIANCE TOWERS, INC.
(a Florida corporation)

By: 
Name: Daniel G. Hayes
Title: Chief Executive Officers

ENCLAVES GROUP, INC.
(a Delaware corporation)

By: 
Name: Daniel G. Hayes
Title: Chief Executive Officer

From:

07/06/2005 16:29 #062 P.009/010

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FIRST AMENDMENT TO AGREEMENT AND PLAN OF MERGER

This FIRST AMENDMENT TO AGREEMENT AND PLAN OF MERGER (the "First Amendment") is made and entered into as of July 5, 2005, between Alliance Towers, Inc., a Florida corporation ("Alliance"), and Enclaves Group, Inc., a Delaware corporation ("Enclaves"). Alliance and Enclaves are from time to time herein referred to as the "Constituent Corporations."

RECITALS:

A. The Constituent Corporations entered into that certain Agreement and Plan of Merger dated as of April 28, 2005 (such agreement and all exhibits and schedules thereto, as each may be amended, modified, supplemented, or restated from time to time "Merger Agreement").

B. The Constituent Corporations desire to amend the Merger Agreement as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises and in reliance upon the representations, warranties and obligations contained in this First Amendment, the Constituent Corporations agree as follows:

1. Definitions. All capitalized terms herein without definition shall have the meanings ascribed to them in the Merger Agreement.

2. Conversion of Shares. Section 2.1 of the Merger Agreement, entitled Alliance Common Stock, is hereby amended and restated in its entirety to read as follows: "As of the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each share of Alliance Common Stock outstanding immediately prior thereto shall be changed and converted into one fully paid and nonassessable share of the common stock of the Surviving Corporation, \$0.01 par value per share (the "Survivor Common Stock")."

3. Effect; Other Terms and Conditions. Except as expressly amended as set forth herein, the Merger Agreement and each and every provision thereof remains unchanged by this First Amendment. As so amended, the Merger Agreement remains in full force and effect.

4. Counterparts. This First Amendment may be executed and delivered in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument.

5. Headings. The headings of this First Amendment are for reference only and are not intended to limit or define the meaning of any provision of this First Amendment.

[Signature Page Follows]

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From:

07/06/2005 16:30 #062 P.010/010

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IN WITNESS WHEREOF, the Constituent Corporations hereto have entered into and signed this First Amendment as of the date and year first written above.

ALLIANCE TOWERS, INC.
(a Florida corporation)

By: 
Name: Daniel G. Hayes
Title: Chief Executive Officer

ENCLAVES GROUP, INC.
(a Delaware corporation)

By: 
Name: Daniel G. Hayes
Title: Chief Executive Officer

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