

To: 'FL Department of State'
Subject: 000438.37450(B)

Wynne Kate Vonson

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Florida Department of State
Division of Corporations
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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

ALLIANCE TOWERS, INC.

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TALLAHASSEE, FLORIDA

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Share Exchange
REC 4/29/05

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From: Katie Wonsch

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ARTICLES OF SHARE EXCHANGE

The following Articles of Share Exchange is being submitted by Alliance Towers, Inc., a Florida corporation, in accordance with Section 607.1105 of the Florida Business Corporation Act.

FIRST: Attached hereto as Exhibit A is a Plan of Share Exchange (the "Plan"), dated April 27, 2005, by and among by and among Alliance Towers, Inc., a Florida corporation ("Alliance"), Robert C. Sandburg, Michael Delin, Enclaves Group, Inc., a Delaware corporation ("Enclaves"); and Homes for America Holdings, Inc., a Nevada corporation, pursuant to which Alliance shall acquire all of the issued and outstanding capital stock of Enclaves in exchange for newly issued shares of stock representing approximately 98% of Alliance, as calculated on a fully diluted basis.

SECOND: The effective date of the share exchange shall be the date the Articles of Share Exchange are filed with the Department of State of the State of Florida.

THIRD: Approval of the Plan by the shareholders of Alliance was not required pursuant to Section 607.1103 of the of the Florida Business Corporation Act.

FOURTH: The Plan was adopted by the board of directors of both Alliance and Enclaves on April 27, 2005.

[SIGNATURE PAGE FOLLOWS]

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[SIGNATURE PAGE TO FLORIDA ARTICLES OF SHARE EXCHANGE]

IN WITNESS WHEREOF, each of the undersigned corporations has caused this Articles of Merger to be executed in its name by a duly authorized officer as of the 27th day of April, 2005

ALLIANCE TOWERS, INC.

By: 

Name: ROBERT J. ANDERSON
Title: CEO

ENCLAVES GROUP, INC.

By: 

Name: Daniel G. Hayes
Title: President and Chief Executive Officer

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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

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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:

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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;

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- (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 effect 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

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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

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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

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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,

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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 effect 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.

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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 (ii) 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.

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**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

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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

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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

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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

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(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.

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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.

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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

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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.

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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 intent, 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.

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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:

ALLIANCE TOWERS, INC.

By: _____

Rob Sandburg

Its: Chief Executive Officer

Date: _____

Date: _____

Rob Sandburg
Individually and as CEO of Alliance Towers, Inc.

Date: _____

Michael Delin
Individually and as CFO of Alliance Towers INC

ATTEST:

ENCLAVES GROUP, INC

By: Amy L. Harman

Amy L. Harman

Its: Assistant Secretary

Date: April 26, 2005

By: Daniel G. Hayes

Daniel G. Hayes

Its: Chief Executive Officer

ATTEST:

HOMES FOR AMERICA HOLDINGS, INC.

By: _____

Its: Assistant Secretary

Date: _____

By: _____

R. Karim Chowdhury

Its: Vice President

Attachments:

Schedules of Alliance
Schedules of Enclaves

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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:

ALLIANCE TOWERS, INC.

By: _____
Rob Sandburg
Its: Chief Executive Officer

Date: _____

Date: _____

Rob Sandburg
Individually and as CEO of Alliance Towers, Inc.

Date: _____

Michael Delin
Individually and as CFO of Alliance Towers INC

ATTEST:

ENCLAVES GROUP, INC

By: _____
Amy L. Harman
Its: Assistant Secretary
Date: _____

By: _____
Daniel G. Hayes
Its: Chief Executive Officer

ATTEST:

HOMES FOR AMERICA HOLDINGS, INC.

By: _____
Its: Assistant Secretary
Date: _____

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

Attachments:

Schedules of Alliance
Schedules of Enclaves

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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:

ALLIANCE TOWERS, INC.

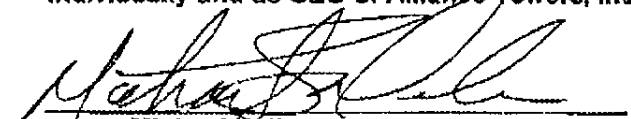
By: _____
Rob Sandburg
Its: Chief Executive Officer

Date: _____

Date: _____

Date: 4/27/05

Rob Sandburg
Individually and as CEO of Alliance Towers, Inc.


Michael Delin
Individually and as CFO of Alliance Towers INC

ATTEST:

ENCLAVES GROUP, INC

By: _____
Amy L. Harman
Its: Assistant Secretary
Date: _____

By: _____
Daniel G. Hayes
Its: Chief Executive Officer

ATTEST:

HOMES FOR AMERICA HOLDINGS, INC.

By: _____
Its: Assistant Secretary
Date: _____

By: _____
R. Karim Chowdhury
Its: Vice President

Attachments:

Schedules of Alliance
Schedules of Enclaves

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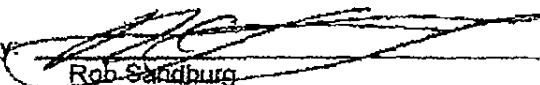
H05000109424 3

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:

ALLIANCE TOWERS, INC.


Quincy Queen for
SANDHUR

By: 
Its: Chief Executive Officer

Date: 4/27/05

Date: 4/27/05


Rob Sandburg
Individually and as CEO of Alliance Towers, Inc.

Date: _____

Michael Delin
Individually and as CFO of Alliance Towers INC

ATTEST:

ENCLAVES GROUP, INC

By: _____
Amy L. Harman
Its: Assistant Secretary
Date: _____

By: _____
Daniel G. Hayes
Its: Chief Executive Officer

ATTEST:

HOMES FOR AMERICA HOLDINGS, INC.

By: _____
Its: Assistant Secretary
Date: _____

By: _____
R. Karim Chowdhury
Its: Vice President

Attachments:

Schedules of Alliance
Schedules of Enclaves

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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: Karim Chowdhury
R. Karim Chowdhury
Its: Vice President

CORNELL CAPITAL PARTNERS, LP

By: Yorkville Advisors, LLC
Its: General Partner

By: _____
Mark Angelo
Its: Portfolio Manager

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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: _____
R. Karim Chowdhury
Its: Vice President

CORNELL CAPITAL PARTNERS, LP

By: Yorkville Advisors, LLC
Its: General Partner

By:  _____
Mark Angelo
Its: Portfolio Manager

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