

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

International Alliance Services, Inc.

(Name of Issuer)

Common Stock, \$0.01 Par Value

(Title of Class of Securities)

458875 10 1

(CUSIP Number)

Rick L. Burdick, P.C.
Akin, Gump, Strauss, Hauer & Feld, L.L.P.
711 Louisiana
Suite 1900
Houston, Texas 77002
(713) 220-5800

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

April 3, 1997

(Date of Event which Requires Filing
of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box [].

Check the following box if a fee is being paid with this statement [X]. (A fee is not required only if the reporting person: (1) has a previous statement on file reporting beneficial ownership of more than five percent of the class of securities described in Item 1; and (2) has filed no amendment subsequent thereto reporting beneficial ownership of five percent or less of such class.) (See Rule 13d-7.)

The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or otherwise subject to the liabilities of that section of the Exchange Act but shall be subject to all other provisions of the Exchange Act (however, see the Notes.)

CUSIP No. 458875 10 1

- (1) Names of Reporting Persons. S.S. or I.R.S. Identification Nos. of Above Persons Alliance Holding Corporation
- (2) Check the Appropriate Box if a Member of a Group (See Instructions) Not applicable
- (3) SEC Use Only
- (4) Source of Funds (See Instructions) 00
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)
- (6) Citizenship or Place of Organization Delaware
- Number of Shares (7) Sole Voting Power Beneficially Owned by Each Reporting Person With (8) Shared Voting Power 0 7,196,000 (9) Sole Dispositive Power 0 (10) Shared Dispositive Power 0
- (11) Aggregate Amount Beneficially Owned by Each Reporting Person 7,196,000 (See Item 5)
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) (See Item 5)
- (13) Percent of Class Represented by Amount in Row (11) 20.4% (See Item 5)
- (14) Type of Reporting Person (See Instructions) HC C0

CUSIP No. 458875 10 1

(1) Names of Reporting Persons. S.S. or I.R.S Identification Nos. of Above Persons	Joseph E. LoConti
(2) Check the Appropriate Box if a Member of a Group (See Instructions)	<input type="checkbox"/> Not applicable
(3) SEC Use Only	
(4) Source of Funds (See Instructions)	00
(5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)	<input type="checkbox"/>
(6) Citizenship or Place of Organization	Ohio
Number of Shares (7) Sole Voting Power Beneficially Owned by Each Reporting Person With	6,684,300
(8) Shared Voting Power	7,196,000
(9) Sole Dispositive Power	6,684,300
(10) Shared Dispositive Power	7,196,000
(11) Aggregate Amount Beneficially Owned by Each Reporting Person	13,880,300 (See Item 5)
(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	<input checked="" type="checkbox"/> (See Item 5)
(13) Percent of Class Represented by Amount in Row (11)	38.5% (See Item 5)
(14) Type of Reporting Person (See Instructions)	IN

CUSIP No. 458875 10 1

(1) Names of Reporting Persons. S.S. or I.R.S Identification Nos. of Above Persons	Sophia Management Ltd.
(2) Check the Appropriate Box if a Member of a Group (See Instructions)	<input type="checkbox"/> Not applicable
(3) SEC Use Only	
(4) Source of Funds (See Instructions)	00
(5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)	<input type="checkbox"/>
(6) Citizenship or Place of Organization	Ohio
Number of Shares (7) Sole Voting Power Beneficially Owned by Each Reporting Person With	5,825,000
(8) Shared Voting Power	0
(9) Sole Dispositive Power	5,825,000
(10) Shared Dispositive Power	0
(11) Aggregate Amount Beneficially Owned by Each Reporting Person	5,825,000 (See Item 5)
(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	<input type="checkbox"/> (See Item 5)
(13) Percent of Class Represented by Amount in Row (11)	15.8% (See Item 5)
(14) Type of Reporting Person (See Instructions)	00

ITEM 2. IDENTITY AND BACKGROUND

(a) - (c), (f) This Statement is being filed by Alliance Holding Corporation, a Delaware corporation ("Alliance"), Mr. Joseph E. LoConti, and Sophia Management Ltd. ("Sophia") (all of the foregoing collectively, the "Reporting Persons" and individually, the "Reporting Person"). A copy of an agreement among the Reporting Persons with respect to their joint filing of this Statement is attached hereto as Exhibit 1.

Sophia is an Ohio limited liability company with its principal executive offices located at 10055 Sweet Valley Drive, Valley View, Ohio 44125. Each manager of Sophia is a citizen of the United States. The name, business address and principal occupation or employment of each manager of Sophia are listed on Schedule A, attached hereto and incorporated herein by reference.

(d) - (e) Except as noted below, during the past five years, neither Sophia nor, to the best of Sophia's knowledge, any person listed on Schedule A attached hereto, has been (i) convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or state securities laws or finding any violation with respect to such laws.

In 1992, a Federal District Court in Ohio convicted Mr. LoConti of willful failure to file federal income tax returns on a timely basis for the years 1984 and 1985, a misdemeanor. Although the returns were filed and the taxes paid prior to the indictment, the misdemeanor for which Mr. LoConti was convicted required proof only of failing to file such returns on a timely basis. Mr. LoConti paid a \$5,000 penalty for each of the two counts on which he was convicted.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

On April 3, 1997, Alliance distributed to stockholders of Alliance and Sophia (the "Alliance Transferees") all of the shares of common stock, \$.01 par value per share ("Common Stock"), of International Alliance Services, Inc. ("Issuer") and warrants to purchase Common Stock held by Alliance as of such date (the "Alliance Distribution"). As of April 3, 1997, prior to the Alliance Distribution, Alliance owned of record an aggregate of 13,390,000 shares of Common Stock (the "Alliance Shares") and warrants to purchase and aggregate of 4,115,000 shares of Common Stock (the "Alliance Warrants").

Alliance effected the distribution of (i) 10,000,000 Alliance Shares and 1,680,000 Alliance Warrants to shareholders of Alliance as a pro rata dividend and (ii) 3,390,000 Alliance Shares and 2,435,000 Alliance Warrants to Sophia as a private sale of Common Stock in consideration for

Sophia's assumption of all of the known and unknown liabilities of Alliance.

Through the Alliance Distribution, Mr. LoConti may be deemed to have disposed of an aggregate of 10,826,200 shares of Common Stock previously indirectly beneficially owned by Mr. LoConti through Alliance. Of the 10,826,200 Alliance Shares and Alliance Warrants indirectly disposed of by Mr. LoConti, 7,400,000 Alliance Shares and 991,200 Alliance Warrants were distributed as a pro rata dividend by Alliance to its shareholders and 2,435,000 Alliance Warrants were distributed to Sophia, in each case as described above. With respect to the balance of the shares of Alliance indirectly owned by Mr. LoConti, such distribution only effected Mr. LoConti's form of beneficial ownership.

ITEM 4. PURPOSE OF THE TRANSACTION

Sophia acquired the securities described in Item 3 as an investment. It is currently contemplated that Sophia will distribute up to approximately 2,400,000 of the Alliance Shares that it acquired through the Alliance Distribution to satisfy a portion of the debt of Alliance that Sophia assumed in consideration for the Alliance Shares and Alliance Warrants. See Item 3.

Each of the Alliance Transferees, including Sophia, has agreed that the Alliance Shares, the Alliance Warrants and the shares of Common Stock issuable upon exercise of the Alliance Warrants (together with the Alliance Shares and the Alliance Warrants, collectively, the "Alliance Securities") are subject to a Lock-up Agreement dated April 3, 1997 (the "Lock-up Agreement") between each of the Alliance Transferees and Issuer. Under the terms of the Lock-up Agreement, each of the Alliance Transferees has agreed that he, she or it will not, directly or indirectly, without the unanimous consent of the Board of Directors of Issuer, sell, assign, transfer, pledge or otherwise dispose of, other than by pledge or other grant of a security interest if the pledgee agrees in writing to be bound by the terms of the Lock-up Agreement (collectively, "Transfer"), such Alliance Transferee's Alliance Securities prior to October 17, 1998. Notwithstanding the foregoing, beginning April 17, 1997, Alliance Transferees may Transfer up to 15% of their Alliance Securities. In addition, Sophia may transfer the Alliance Securities to satisfy debt as set forth above, provided that the debtors agree to be bound by the terms of the Lock-up Agreement.

ITEM 5. INTEREST IN SECURITIES OF ISSUER

(a)(i) As of April 3, 1997, following the consummation of the Alliance Distribution, Alliance beneficially owned an aggregate of 7,196,000 shares of Common Stock constituting approximately 20.4% of the 35,350,688 shares of Common Stock deemed outstanding as of April 3, 1997. All of the shares of Common Stock beneficially owned by Alliance are directly held by MGD Holdings Ltd.

MGD Holdings Ltd. has agreed for a period ending October 17, 1998 to vote all shares of Common Stock held by it, from time to time, in accordance with the recommendation of the management of Alliance. MGD Holdings Ltd. also owns warrants to acquire an additional 5,940,000 shares of Common Stock, which, if exercised, would make such additional shares subject to the voting trust. On March 25, 1997, Alliance and MGD Holdings Ltd. entered into an agreement to terminate such voting trust, subject to the receipt of any necessary regulatory approvals. Accordingly, if such approval is obtained, Alliance would not beneficially own any shares of Common Stock and would no longer be a reporting person for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended.

(ii) As of April 3, 1997, following the consummation of the Alliance Distribution, Mr. LoConti beneficially owned an aggregate of 13,880,300 shares of Common Stock, which includes warrants to purchase 688,800 shares of Common Stock and 7,196,000 shares of Common Stock owned of record by MGD Holdings Ltd., representing approximately 38.5% of the 35,350,688 shares of Common Stock deemed outstanding as of April 3, 1997. Mr. LoConti disclaims beneficial ownership of such shares except to the extent of his pecuniary interest. With the exception of the shares held of record by MGD Holdings Ltd. and an aggregate of 5,500 shares held of record by Mr. LoConti's wife and through a corporation Mr. LoConti controls, all of such shares are subject to the Lock-up Agreement described in Item 4.

Mr. LoConti has indirect beneficial ownership of the shares of Common Stock owned of record by MGD Holdings Ltd. through the voting trust described in Item 5(a)(i). If and when regulatory approval is obtained to terminate such trust, Mr. LoConti would beneficially own 6,684,300 shares of Common Stock constituting approximately 18.4% of the 35,350,688 shares of Common Stock deemed

outstanding as of April 3, 1997. In addition, subject to the occurrence of certain events, Mr. LoConti has agreed to grant a proxy to Mr. Michael G. DeGroot, Chairman of the Board of Issuer and the controlling stockholder, a director and President of MGD Holdings Ltd., that covers the shares of Common Stock held by Mr. LoConti.

(iii) As of April 3, 1997, following the consummation of the Alliance Distribution, Sophia beneficially owned an aggregate of 5,825,000 shares of Common Stock, which includes warrants to purchase 2,435,000 shares of Common Stock, representing approximately 15.8% of the 35,350,688 shares of Common Stock deemed outstanding as of April 3, 1997.

(iv) As of April 3, 1997, following the consummation of the Alliance Distribution, Mr. Craig L. Stout and Ms. Anne L. Meyers, a Vice President and the Secretary of Alliance, respectively, beneficially owned an aggregate of 1,319,200 shares of Common Stock, which includes warrants to purchase 617,600 shares of Common Stock, representing approximately 3.7% of the 35,350,688 shares of Common Stock deemed outstanding as of April 3, 1997.

(v) As of April 3, 1997, following the consummation of the Alliance Distribution, Mr. Edward F. Feighan, a Vice President of Alliance, beneficially owned an aggregate of 1,665,800 shares of Common Stock, which includes warrants to purchase 1,159,000 shares of Common Stock, representing approximately 4.6% of the 35,350,688 shares of Common Stock deemed outstanding as of April 3, 1997.

(vi) As of April 3, 1997, following the consummation of the Alliance Distribution, Mr. Gregory J. Skoda, a Vice President of Alliance, beneficially owned an aggregate of 1,641,000 shares of Common Stock, which includes warrants to purchase 1,195,400 shares of Common Stock, representing approximately 4.5% of the 35,350,688 shares of Common Stock deemed outstanding as of April 3, 1997.

(vii) As of April 3, 1997, following the consummation of the Alliance Distribution, Mr. Joseph J. Tartabini, Sr., Treasurer of Alliance, beneficially owned an aggregate of 1,170,000 shares of Common Stock, which includes warrants to purchase 168,000 shares of Common Stock, representing approximately 3.3% of the 35,350,688 shares of Common Stock deemed outstanding as of April 3, 1997.

(b)(i) As of April 3, 1997, following the consummation of the Alliance Distribution, Alliance shared voting power with respect to 7,196,000 shares of Common Stock owned of record by MGD Holdings Ltd. See Item 5(a)(i).

(ii) As of April 3, 1997, following the consummation of the Alliance Distribution, Mr. LoConti shared voting power with respect to 7,196,000 shares of Common Stock owned of record by MGD Holdings Ltd. See Item 5(a)(ii). In addition, Mr. LoConti has sole voting power with respect to an additional 6,684,300 shares of Common Stock.

(iii) As of April 3, 1997, following the consummation of the Alliance Distribution, Sophia has sole voting power with respect to 5,825,000 shares of Common Stock.

(iv) As of April 3, 1997, following the consummation of the Alliance Distribution, Mr. Stout and Ms. Meyers, as husband and wife, have shared voting power with respect to 1,319,200 shares of Common Stock.

(v) As of April 3, 1997, following the consummation of the Alliance Distribution, Mr. Feighan has sole voting power with respect to 1,665,800 shares of Common Stock.

(vi) As of April 3, 1997, following the consummation of the Alliance Distribution, Mr. Skoda has sole voting power with respect to 1,641,000 shares of Common Stock.

(vii) As of April 3, 1997, following the consummation of the Alliance Distribution, Mr. Tartabini has sole voting power with respect to 1,170,000 shares of Common Stock.

(c) Within the last 60 days, the Reporting Persons and persons named in Item 2 have effected the following transactions:

(i) On April 3, 1997, Alliance distributed 13,390,000 shares of Common Stock and warrants to purchase 4,115,000 shares of Common Stock.

(ii) On April 3, 1997, Mr. LoConti distributed 7,400,000 shares of Common Stock and warrants to purchase 3,426,000 shares of Common Stock through his interest in Alliance.

(iii) On April 3, 1997, Sophia acquired 3,390,000 shares of Common Stock and warrants to purchase 2,435,000 shares of Common Stock. All of such shares are subject to the Lock-up Agreement described in Item 4.

(iv) On April 3, 1997, Mr. Stout and Ms. Meyers acquired (i) 700,000 shares of Common Stock and warrants to purchase 117,600 shares of Common Stock, through the pro rata distribution of the Alliance Shares and Alliance Warrants to shareholders of Alliance, and (ii) warrants to purchase 500,000 shares of Common Stock through the acquisition of the Alliance Warrants by Sophia. All of such shares are subject to the Lock-up Agreement described in Item 4.

(v) On April 3, 1997, Mr. Feighan acquired (i) 500,000 shares of Common Stock and warrants to purchase 84,000 shares of Common Stock, through the pro rata distribution of the Alliance Shares and Alliance Warrants to shareholders of Alliance, and (ii) warrants to purchase 1,075,000 shares of Common Stock through the acquisition of the Alliance Warrants by Sophia. All of such shares are subject to the Lock-up Agreement described in Item 4.

(vi) On April 3, 1997, Mr. Skoda acquired (i) 250,000 shares of Common Stock and warrants to purchase 42,000 shares of Common Stock, through the pro rata distribution of the Alliance Shares and Alliance Warrants to shareholders of Alliance, and (ii) warrants to purchase 860,000 shares of Common Stock through the acquisition of the Alliance Warrants by Sophia. All of such shares are subject to the Lock-up Agreement described in Item 4.

(vii) On April 3, 1997, Mr. Tartabini acquired 1,000,000 shares of Common Stock and warrants to purchase 168,000 shares of Common Stock, through the pro rata distribution of the Alliance Shares and Alliance Warrants to shareholders of Alliance. All of such shares are subject to the Lock-up Agreement described in Item 4.

For more information regarding each of the foregoing transactions, see Item 3.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

Exhibit 1: Joint Filing Agreement

Exhibit 2: Lock-up Agreement dated April 3, 1997 between Sophia and Issuer

Exhibit 3: Form of Lock-up Agreement dated April 3, 1997 between each Alliance Transferee and Issuer

SIGNATURES

After reasonable inquiry and to the best of my respective knowledge and belief, I certify that the information set forth in this Statement is true, correct and complete.

ALLIANCE HOLDING CORPORATION

Dated: April 21, 1997

By: /s/ Joseph E. LoConti

Joseph E. LoConti,
Title: Chairman of the Board and President

Dated: April 21, 1997

By: /s/ Joseph E. LoConti

Joseph E. LoConti

Dated: April 21, 1997

SOPHIA MANAGEMENT LTD.

By: /s/ Gregory J. Skoda

Gregory J. Skoda
Title: Treasurer

SCHEDULE A
MANAGERS
OF
SOPHIA MANAGEMENT LTD.

NAME -----	PRINCIPAL OCCUPATION -----	PRINCIPAL BUSINESS ADDRESS -----
Edward F. Feighan	President of Issuer	10055 Sweet Valley Drive Valley View, Ohio 44125
Joseph E. LoConti	Legal and Business Advisor of Issuer	10055 Sweet Valley Drive Valley View, Ohio 44125
Gregory K. Skoda	Chief Financial Officer of Issuer	6685 Beta Drive Mayfield Village, Ohio 44143
Craig L. Stout	Chief Operating Officer of Issuer	10055 Sweet Valley Drive Valley View, Ohio 44125

EXHIBIT INDEX

EXHIBIT NUMBER -----	DESCRIPTION -----
1	Joint Filing Agreement
2	Lock-up Agreement dated April 3, 1997 between Sophia and Issuer
3	Form of Lock-up Agreement dated April 3, 1997 between each Alliance Transferee and Issuer

JOINT FILING AGREEMENT

The undersigned hereby agree that the statement on Schedule 13D with respect to the Common Stock of International Alliance Services, Inc. dated April 3, 1997 is, and any amendments thereto signed by each of the undersigned shall be, filed on behalf of us pursuant to and in accordance with the provisions of Rule 13d-1(f) under the Securities Exchange Act of 1934.

ALLIANCE HOLDING CORPORATION

Dated: April 17, 1997

By: /s/ Joseph E. LoConti

Joseph E. LoConti,
Title: Chairman of the Board and President

Dated: April 17, 1997

By: /s/ Joseph E. LoConti

Joseph E. LoConti

Dated: April 17. 1997

SOPHIA MANAGEMENT LTD.

By: /s/ Gregory J. Skoda

Gregory J. Skoda

Title: Treasurer

LOCK-UP AGREEMENT

This LOCK-UP AGREEMENT (this "Agreement"), dated as of April 3, 1997, is entered into by and between Sophia Investments Ltd. ("Stockholder"), and International Alliance Services, Inc., a Delaware corporation ("IASI").

W I T N E S S E T H :

WHEREAS, contemporaneously with the delivery of this Agreement, Alliance Holding Corporation ("AHC") and Stockholder are entering into a certain asset and liabilities transfer (the "Transfer Agreement");

WHEREAS, AHC is transferring (the "Exchange") to Stockholder as part of the transactions contemplated by the Transfer Agreement certain shares (the "Shares") of IASI common stock, \$.01 par value per share ("Shares"), and warrants to purchase shares of Common Stock (the "Warrants");

WHEREAS, the Shares and Warrants were acquired by AHC in a certain transaction between AHC and IASI (the "Merger"), and are subject to a certain lock-up agreement (the "AHC Lock-up") between IASI and AHC dated October 18, 1996 (the "Closing Date");

WHEREAS, pursuant to the AHC Lock-up the Exchange requires the consent of the Board of Directors of IASI, and as a condition of such consent the Board requires that Stockholder enter into this Agreement;

WHEREAS, as a condition to the Distribution, Stockholder agrees not to make any Transfer (defined herein) of (i) the Shares and Warrants to be acquired by Stockholder in the Distribution and (ii) the shares of Common Stock to be acquired by Stockholder upon exercise of the Warrants (the "Warrant Shares"), except as expressly permitted by this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Restrictions on Transfer. Stockholder hereby agrees that, without the unanimous consent of the Board of Directors of IASI, it will not, directly or indirectly sell, assign, transfer, pledge (other than by pledge or other grant of a security interest if the pledgee agrees in writing to be bound by the terms of this Agreement) or otherwise dispose of, (collectively, "Transfer"), the Shares, Warrants or Warrant Shares prior to the end of the two-year period following the Closing Date. Notwithstanding the foregoing, at the end of the 180-day period beginning on the Closing Date, Stockholder may thereafter Transfer Shares, Warrants or Warrant Shares, which number in the aggregate, not more than the aggregate of fifteen (15%) percent of the total number of Shares and Warrants received by Stockholder in the Exchange.

Notwithstanding the foregoing, Stockholder may Transfer the Shares, Warrants or Warrant Shares: (a) to the persons or entities in the amounts as set forth on Exhibit A hereto, provided that the transferee agrees in writing to be bound by the terms of this Agreement, or (b) to a third party making a cash tender or exchange offer in compliance with Regulations 14D and 14E under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), following the filing with the SEC in compliance with the Exchange Act by IASI of a Recommendation Statement on Schedule 14D-9 pursuant to which IASI affirmatively recommends to the IASI stockholders the acceptance of such cash tender or exchange offer.

2. Miscellaneous.

2.1 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

2.2 Binding Effect and Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but except as otherwise specifically provided, neither this Agreement nor any of the rights, interests or obligations of the parties hereto may be assigned by any of the parties hereto without the prior written consent of the other.

2.3 Amendments and Modification. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the parties hereto.

2.4 Specific Performance. The parties hereto acknowledge that IASI will be irreparably harmed and that there will be no adequate remedy at law for a violation of any of the covenants or agreements of Stockholder set forth herein. Therefore, it is agreed that, in addition to any other remedies which may be available to IASI upon any such violation, IASI shall have the right to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available to IASI at law or in equity.

2.5 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and sufficient if delivered in person, by cable, telecopy, telegram or telex, or sent by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective parties as follows:

If to Stockholder:

Sophia Management Ltd.
10055 Sweet Valley Drive
Valley View, Ohio 44125

With a copy to:

Anne L. Meyers & Associates, L.P.
2 Summit Park Drive
Suite 150
Cleveland, Ohio 44131-2553

If to IASI:

International Alliance Services, Inc.
10055 Sweet Valley Drive
Valley View, Ohio 44125
Attention: President
Telecopy: (216) 447-9132

With a copy to:

Akin, Gump, Strauss, Hauer & Feld, L.L.P.
711 Louisiana, Suite 1900
Houston, Texas 77002
Attention: Rick Burdick
Fax: (713) 236-0822

or to such other address any party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

2.6 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio as applied to contracts entered into solely between residents of, and to be performed entirely in, such state.

2.7 Entire Agreement. This Agreement contains the entire understanding of the parties in respect of the subject matter hereof, and supersedes all prior negotiations and understandings between the parties with respect to such subject matters.

2.8 Effect of Headings. The section headings herein are for convenience only and shall not affect the construction or interpretation of this Agreement.

2.9 Definitions. All capitalized terms used herein shall have the meanings defined in the Merger Agreements, unless otherwise defined herein.

2.10 Counterparts. This Agreement shall be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date first above written.

"Stockholder"
SOPHIA MANAGEMENT LTD.

By: _____
Printed Name: _____
Title: _____

IASI
International Alliance Services, Inc.
By: _____
Printed Name: _____
Title: _____

LOCK-UP AGREEMENT

This LOCK-UP AGREEMENT (this "Agreement"), dated as of April 3, 1997, is entered into by and between _____ ("Stockholder"), and International Alliance Services, Inc., a Delaware corporation ("IASI").

W I T N E S S E T H:

WHEREAS, contemporaneously with the delivery of this Agreement, Alliance Holding Corporation ("AHC"), of which Stockholder is a shareholder, is distributing to Stockholder as part of the liquidation of AHC (the "Distribution") certain shares (the "Shares") of IASI common stock, \$.01 par value per share ("Shares"), and warrants to purchase shares of Common Stock (the "Warrants");

WHEREAS, the Shares and Warrants were acquired by AHC in a certain transaction between AHC and IASI (the "Merger"), and are subject to a certain lock-up agreement (the "AHC Lock-up") between IASI and AHC dated October 18, 1996 (the "Closing Date");

WHEREAS, pursuant to the AHC Lock-up the Distribution requires the consent of the Board of Directors of IASI, and as a condition of such consent the Board requires that recipients of the Distribution enter into this Agreement;

WHEREAS, as a condition to the Distribution, Stockholder agrees not to make any Transfer (defined herein) of (i) the Shares and Warrants to be acquired by Stockholder in the Distribution and (ii) the shares of Common Stock to be acquired by Stockholder upon exercise of the Warrants (the "Warrant Shares"), except as expressly permitted by this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Restrictions on Transfer. Stockholder hereby agrees that, without the unanimous consent of the Board of Directors of IASI, it will not, directly or indirectly sell, assign, transfer, pledge (other than by pledge or other grant of a security interest if the pledgee agrees in writing to be bound by the terms of this Agreement) or otherwise dispose of, (collectively, "Transfer"), the Shares, Warrants or Warrant Shares prior to the end of the two-year period following the Closing Date. Notwithstanding the foregoing, at the end of the 180-day period beginning on the Closing Date, Stockholder may thereafter Transfer Shares, Warrants or Warrant Shares, which number in the aggregate, not more than the aggregate of fifteen (15%) percent of the total number of Shares and Warrants received by Stockholder in the Distribution.

Notwithstanding the foregoing, Stockholder may Transfer the Shares, Warrants or Warrant Shares: (a) to the spouse, children or grandchildren of such Stockholder, whether directly or in trust (including pursuant to the uniform gift to minors provisions) for their sole benefit, provided

that the transferee agrees in writing to bound by the terms of this Agreement, or (b) to a third party making a cash tender or exchange offer in compliance with Regulations 14D and 14E under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), following the filing with the SEC in compliance with the Exchange Act by IASI of a Recommendation Statement on Schedule 14D-9 pursuant to which IASI affirmatively recommends to the IASI stockholders the acceptance of such cash tender or exchange offer.

2. Miscellaneous.

2.1 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

2.2 Binding Effect and Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but except as otherwise specifically provided, neither this Agreement nor any of the rights, interests or obligations of the parties hereto may be assigned by any of the parties hereto without the prior written consent of the other.

2.3 Amendments and Modification. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the parties hereto.

2.4 Specific Performance. The parties hereto acknowledge that IASI will be irreparably harmed and that there will be no adequate remedy at law for a violation of any of the covenants or agreements of Stockholder set forth herein. Therefore, it is agreed that, in addition to any other remedies which may be available to IASI upon any such violation, IASI shall have the right to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available to IASI at law or in equity.

2.5 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and sufficient if delivered in person, by cable, telecopy, telegram or telex, or sent by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective parties as follows:

If to Stockholder:

With a copy to:

If to IASI:

International Alliance Services, Inc.
 10055 Sweet Valley Drive
 Valley View, Ohio 44125
 Attention:
 Telecopy: (216) 447-9132

With a copy to:

Akin, Gump, Strauss, Hauer & Feld, L.L.P.
 711 Louisiana, Suite 1900
 Houston, Texas 77002
 Attention: Rick Burdick
 Fax: (713) 236-0822

or to such other address any party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

2.6 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio as applied to contracts entered into solely between residents of, and to be performed entirely in, such state.

2.7 Entire Agreement. This Agreement contains the entire understanding of the parties in respect of the subject matter hereof, and supersedes all prior negotiations and understandings between the parties with respect to such subject matters.

2.8 Effect of Headings. The section headings herein are for convenience only and shall not affect the construction or interpretation of this Agreement.

2.9 Definitions. All capitalized terms used herein shall have the meanings defined in the Merger Agreements, unless otherwise defined herein.

2.10 Counterparts. This Agreement shall be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date first above written.

"Stockholder"

By: _____
Printed Name: _____
Title: _____

IASI
International Alliance Services, Inc.
By: _____
Printed Name: _____
Title: _____