

# **EXHIBIT A**

SERVICE AGREEMENT

This Agreement for professional services (the "Agreement") is entered into on this 10th Day of October, 2005, by and between Roberto R. Pena ("Consultant"), residing at 1717 North Bayshore Drive #1140 Miami FL 33132 and Stanford Group Company, 5050 Westheimer, Houston, Texas 77056 ("Company").

WHEREAS, Consultant has the necessary resources, skills, training, and experience to provide the professional services (hereinafter, "the Services") required by Company from time to time.

WHEREAS, Company desires to retain the Consultant to provide the services described herein, and Consultant hereby agrees to provide such Services in a good and workman-like manner, with his/her own resources, as an independent contractor, and comply with all laws, rules and regulations related to such Services.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and undertaking expressed herein and in particular, in consideration of the fee paid to Consultant, agree as follows:

1) Description of Services:

Consultant shall provide services as described in Exhibit "A," attached hereto and made an integral part of this Agreement. Consultant shall provide all services as an independent contractor on a non-exclusive basis, and, unless stated explicitly, nothing contained herein shall be deemed to create any partnership, joint venture, or relationship of principal and agent between the parties hereto or any of their affiliates or subsidiaries, or to provide either party with any right or power of authority, whether expressed or implied, to create any such duty or obligation on behalf of the other party.

Consultant agrees to provide the Services with due diligence and in a safe, workmanlike manner, according to good industry practices. Furthermore, Consultant agrees to provide Company with the full benefit of his/her knowledge, experience and expertise. Notwithstanding the foregoing, Consultant agrees to abide by, follow and comply with the Company's Code of Business Conduct and policies and procedures as they may be communicated to Consultant from time to time.

2) Service Fee and Payment:

In consideration for the Services performed by Consultant in accordance with the provisions of this Agreement, Company agrees to pay to Consultant the amounts indicated in Exhibit "B," attached hereto and made an integral part of this Agreement.

The service fees paid to Consultant hereunder shall constitute full payment and satisfaction for all Services of every kind and character rendered by Consultant hereunder and shall be in lieu of all other compensation, reimbursement, commissions, payments, fees, or other charges at any time claimed by Consultant from Company whether in conjunction with the Services rendered hereunder or otherwise.

3) Conflict of Interest:

Consultant is free to provide services similar to those indicated in this Agreement, to other companies on such terms and conditions as he/she may choose, so long as Consultant's obligation to others does not conflict with the obligations under this Agreement and, providing the nature of the Company's business and interest, are held in strict confidence. Consultant shall inform Company of any and all agreements that may be in effect by the time of execution of this Agreement, or that may enter into effect thereafter regarding services of any kind provided to third parties.

4) Confidentiality:

Except for such information as is in the public domain prior to the date of this Agreement, or thereafter comes into the public domain through no breach of this Agreement, all information and data developed or received by Consultant or prepared by Consultant in connection with Consultant's performance hereunder, from whatever source including third parties, Company, its shareholders, affiliates, or Consultants, shall be the property of the Company and shall be kept strictly confidential by Consultant and shall not be given, delivered, or revealed by Consultant to any other person, firm, corporation, or other entity except with prior written permission of an officer of the Company. This obligation shall survive termination of this Agreement. Upon termination of this Agreement, Consultant will turn over to Company all documents, reports, correspondence, letters, and any other items pertaining to and/or containing information related to the services provided by Consultant pursuant to this Agreement. Consultant will under no circumstances be allowed to access Company data from home or other outside location.

The term "confidential information" shall include, without limitation, the fact that this Agreement is being signed between the parties, and the terms and conditions provided hereunder.

On the effective date of this Agreement, the parties shall sign a Confidentiality, Proprietary Rights, and Conflict of Interest Agreement, under the terms and conditions contained in the form attached hereto as Exhibit "C."

5) Independent Contractor Relationship:

In rendering the Services, Consultant shall be an independent contractor and not an employee or agent or representative of the Company, its shareholders, or its affiliates or co-venturer (s), and Consultant shall not hold herself out as any such employee, representative, or agent or make any representation to create such an impression. Consultant shall not be entitled to participate in any employee benefit program of Company. Consultant shall have no authority to make any contract or agreement for or on behalf of, or otherwise commit Company, its shareholders, or affiliates.

Consultant shall be solely and exclusively responsible for the due and timely compliance with any and all labor liabilities arising from applicable law, contract or from any other nature regarding its personnel, including, without limitation, any obligation or liability based on or derived from any applicable laws, including, but not limited to, labor or wage act laws, social security or other similar laws, and/or housing laws of the applicable jurisdiction(s) and, therefore, hereby expressly and irrevocably agrees and acknowledges that there will be no labor or contractual relationship of any kind between Consultant and the Company or Consultant's personnel and the Company.

Consultant will be responsible for, and shall indemnify, release and hold Company, and its affiliated companies, and their employees, directors, officers, agents, or representative, harmless from the reporting, filing, and payment of all income taxes and other taxes, duties, charges, or fees (and any related fines, penalties, or interest) imposed directly or indirectly on Consultant as a result of Consultant's performance hereunder. Subject to the foregoing, Company may withhold from Consultants compensation any sums that it is required by law to withhold.

6) Assignment:

This Agreement is for Consultant's unique and personal professional services. Neither the Services nor Consultant's right to payments under this Agreement may be assigned or subcontracted without the written agreement of the Company. Any attempted assignment or subcontract without such written permission is void. This Agreement may be assigned by the Company to any of its affiliates provided that prior written notice thereof is given to Consultant.

7) Notices:

Any notices required or permitted to be given hereunder shall be deemed sufficiently made if sent and received by regular mail, courier services, telex, or fax to the addresses indicated in this Agreement's heading, or communicated by the parties from time to time.

8) INDEMNITIES:

CONSULTANT HEREBY AGREES TO RELEASE, DEFEND AND INDEMNIFY COMPANY AND ANY OF ITS PARENT, SUBSIDIARY AND AFFILIATED COMPANIES AND THEIR OFFICERS, DIRECTORS AND CONSULTANTS FROM ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, ACTIONS, DAMAGES, LOSSES, EXPENSES, INCLUDING, BUT NOT LIMITED TO, COURT COSTS, ATTORNEY'S FEES AND OTHER LITIGATION EXPENSES ARISING OUT OF OR IN CONNECTION WITH PERSONAL OR BODILY INJURY, ILLNESS, DISEASE OR DEATH OF ANY PERSON, TO THE EXTENT THEY WERE CAUSED BY CONSULTANT'S NEGLIGENCE OR FAULT.

CONSULTANT SHALL BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR, AND WILL INDEMNIFY, DEFEND, AND HOLD THE COMPANY, ITS AFFILIATED COMPANIES, THEIR OFFICERS, CONSULTANTS, DIRECTORS, AGENTS, OR REPRESENTATIVES, HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, LOSSES, INJURIES, EXPENSES, OR DAMAGES DERIVING FROM CONSULTANT'S NEGLIGENT ACTIONS WHILE PERFORMING HIS OBLIGATIONS UNDER THIS AGREEMENT OR ARISING OUT OF OR INCIDENTAL TO THIS AGREEMENT, OR ITS BREACH AND/OR COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS IN ANY JURISDICTION OF THE WORLD.

CONSULTANT SHALL BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR, AND WILL INDEMNIFY, DEFEND, AND HOLD THE COMPANY, ITS AFFILIATED COMPANIES, THEIR OFFICERS, CONSULTANTS, DIRECTORS, AGENTS, OR REPRESENTATIVES (HEREINAFTER, THE "INDEMNITEES"), HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, LOSSES, INJURIES, EXPENSES, OR DAMAGE INCURRED BY OR BROUGHT AGAINST THE INDEMNITEES BY THE CONSULTANT, OR ANY OTHER PERSON, ENTITY, OR AGENCY, IN ANY JURISDICTION OR COUNTRY IN THE WORLD, IN CONNECTION WITH THE SERVICES PROVIDED BY CONSULTANT UNDER THIS AGREEMENT.

9) Termination:

Either party may terminate this Agreement without cause at any time by giving the other party thirty (30) days written notice of its intention to terminate this Agreement. Furthermore, notwithstanding any other terms in this Agreement, Company may terminate this Agreement for unsatisfactory performance at any time without any prior notice. Company will have no liability hereunder to Consultant after the effective date of termination other than to pay for satisfactory services provided by Consultant prior to said date. Upon termination of this Agreement for any reason, the Company shall not be liable to Consultant for any loss or damages whatsoever sustained or alleged to have been sustained by reason of such termination, including, but not limited to, termination compensation, loss of profits, anticipated sales, investment commitments therewith or goodwill indemnity.

10) Severability:

If any provision of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable, such provision shall have the meaning that renders it valid and enforceable.

11) Dispute Resolution:

In the event Company brings any action against Consultant for relief, declaratory or otherwise, arising out of this Agreement (including actions to enforce and interpret this Agreement), the losing party shall pay to the prevailing party, in addition to any other relief to which such party shall be entitled, a reasonable sum for attorneys' fees incurred in bringing such suit and/or enforcing any judgement or arbitration award granted therein. The laws of the State of Texas, U.S.A. shall govern the validity, construction, interpretation, and effect of this Agreement, excluding any choice of law rules that would otherwise require the application of laws of any other jurisdiction. Any dispute arising in connection with this Agreement shall be exclusively and finally settled by arbitration in Houston, Texas, in accordance with the National Association of Securities Dealers (NASD) Code of Arbitration Procedure. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

12) Entire Agreement:

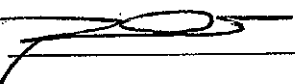
This Agreement includes the entire Agreement of the parties, and no statement whether written or oral, made before or at the signing of this Agreement will vary or modify these written terms. Neither party shall claim any amendment, modification or release from this Agreement unless made in writing and signed by the other party and specifically stating that it is an amendment to this Agreement. This Agreement supersedes any prior contract entered into between Consultant and Company.

13) Heading:

The section headings in this Agreement are for convenience and reference only, and shall not be construed or held in any way to explain, modify, amplify, or add to the interpretation, construction or meaning of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the 10th day of October, 2005.

THE CONSULTANT – Roberto R. Pena



11/29/05

STANFORD GROUP COMPANY

By:

\_\_\_\_\_  
Name: Steven Riger  
Title: Vice President

EXHIBIT "A"

DESCRIPTION OF SERVICES AND REPRESENTATIONS

The Consultant shall, in accordance with all applicable laws and regulations,:

1. Perform services as a Financial Consultant, licensed as a Series 7 Registered Representative, pursuant to applicable NASD Rules.
2. Perform any and all services under the applicable laws regarding delivery to the Company's clients of appropriate and professional financial advisory services with regards to those products and services available in the banking and capital markets businesses.
3. Identify customers and ensure that all services provided are pursuant to established procedures in compliance with the "Know Your Customer Rule."
4. Provide or cause to be provided to those Company's customers who are interested, any general, printed information regarding the Company's products and services, as well as account opening documents and forms, including any printed instructions; and in addition, shall assist or cause to assist investors in completing the Company's account applications.
5. Perform, or have his/her auxiliaries perform, verification of the investor's identity, risk profile and asset allocation strategy pursuant to established procedures in compliance with the "Know Your Customer Rule."
6. At the discretion of and upon the investor's request, provide or cause to be provided stock market information, prospectuses, and/or any other related documents; only if required by customers or investors, furnish information, counsel, opinions or studies to said clients, and in general, give assistance to such clients with regards to the trading of securities in the stock market; such activities not falling under the scope of this Agreement and, if undertaken, shall be the Consultant's sole responsibility and at his/her own risk.
7. Undertake to provide services in a good and workman-like manner to the Company's clients who have requested her services.
8. Shall clearly set forth the name of the Company on all his/her communications (as defined in the NASD Rules of Conduct) with the Company's clients regarding the services provided by the Company, including business cards and letterheads.
9. Shall keep copies of all memoranda, notes, records, prospectuses, ads, and any other information regarding the advice he provides to the Company's clients.

The Consultant represents and warrants to the Company that:

1. He/she is, and will remain throughout the duration of this Agreement, in compliance with all applicable laws, rules and regulations, including any licensing or registration laws set forth by both U.S. and local regulators, including but not limited to all applicable NASD Rules.
2. He/she holds a NASD Series 7, Registered Representative license.



3. He/she is aware of, and familiar with the provisions of the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA") and its purposes, and will take no action and make no payment in violation of, or which might cause the Company or any of its Associated Persons to be in violation of the FCPA.
4. He/she is not and will not become during the term of this Agreement, an official of any non-U.S. government, nor will he become an official of a political party or candidate for political office therein.
5. No Associated Person of the Company and no person related by blood or marriage to an Associated Person of the Company has any direct or indirect financial interest in Consultant.
6. The representations and warranties set forth herein are continuing during the term of this Agreement, and Consultant agrees to notify the Company immediately, in writing, if at any time during the course of this Agreement any of the representations or warranties set forth herein become inaccurate or untrue.
7. He/she will comply with any and all Company policies, procedures and compliance alerts, including, but not limited to, the Company's Policy on Firm Element Continuing Education and all applicable Company Policies regarding Registration.
8. He/she agrees to bring to the Company those individuals or institutions he/she reasonably believes the Company would desire as Clients, with the understanding that the Company will not be obligated to accept any individual or institution as a Client, and further agrees to:
  - (a) perform duties under this Agreement in a manner consistent with the guidelines and directives of the Company and all statutes, laws, ordinances, codes, regulations, rules or requirements of any government, governmental authority, regulatory agency or self-regulatory body wherever located with jurisdiction over Consultant, the Company or the Clients; and
  - (b) provide the Company with any documentation and/or take any action which the Company may require in order to comply with the various laws, rules and regulations which govern the Company's legal ability to compensate the Consultant, including but not limited to, applicable Rules and Regulations of the National Association of Securities Dealers, Inc.