INFORMATION AND DISCLOSURE STATEMENT

INFORMATION AND DISCLOSURE STATEMENT

September 20, 2011

Benchmark Energy Corporation ("Company" or "Issuer") is responsible for the content of this information statement. To the knowledge of the Company the information is correct and no material circumstances have been omitted. The information contained in this report is in draft format and has not been filed with the Securities and Exchange Commission, the National Association of Securities Dealers, or any other regulatory body. The Issuer has duly caused this report to be signed on its behalf by the undersigned, duly authorized on this 19th day of September 2011.

/s/ Mark Bateman
Mark Bateman
President and CEO
Benchmark Energy Corporation

BENCHMARK ENERGY CORPORATION
INFORMATION AND DISCLOSURE STATEMENT

September 20, 2011

All information contained in this Information and Disclosure Statement has been compiled to fulfill the disclosure requirements of Rule 15(c)-211(a)(5) promulgated under the Securities Exchange Act of 1934, as amended.

Part A General Company Information

Item I The exact name of the issuer and its predecessor (if any).

Benchmark Energy Corporation

Formerly known as Optical Systems, Inc.

Item II The address of the issuer's principal executive offices.

Benchmark Energy Corporation
1095 Evergreen Circle, Suite 200
The Woodlands, TX 77380

Phone: 281-566-2582
Website: www.BenchmarkEnergy.net

Item III The jurisdiction(s) and date of the issuer's incorporation or organization.

Benchmark Energy Corporation (fka Optical Systems, Inc.) was incorporated on May 27, 1997.

Part B Share Structure

Item IV The exact title and class of securities outstanding.

Common Stock, par $.001	Issued and outstanding: 21,297,857 shares
CUSIP 08161T 203	Symbol: BMRKD

Series A Convertible Preferred Stock, par $.001	100 shares issued and outstanding
Series B Convertible Preferred Stock, par $.001	100 shares issued and outstanding

Item V Par or stated value and description of the security.

A. Par or Stated Value.
Common Stock, par $.001
Series A Convertible Preferred Stock, par $.001
Series B Convertible Preferred Stock, par $.001

B. Common or Preferred Stock.

1. *Common Stock*. Each outstanding share of common stock is entitled to one vote, either in person or by proxy, on all matters that may be voted upon by the owners thereof at meetings of the shareholders. The holders of Common shares (1) have equal ratable rights to dividends from funds legally available thereof, when, and if declared by the Board of Directors of the company: and (ii) are entitled to share ratably in all the assets of the Company available for distribution to holders of Common shares upon liquidation, dissolution or winding up of the affairs of the Company. The holders of Common shares do not have preemptive, subscription or conversion rights, redemption or sinking fund provisions applicable thereto, and are entitled to one non-cumulative vote per share on all matters on which shareholders may vote at all meetings of shareholders.

2. *Series A Convertible Preferred Stock*.

(a) Dividends. The holders of shares of Series A Convertible Preferred Stock shall be entitled to receive dividends when, as and if declared by the Board of Directors out of funds legally available for the purpose; provided, however, that no dividend shall be paid on the Series A Convertible Preferred Stock unless a comparable dividend shall have been concurrently declared and paid on the Corporation's Series B Convertible Preferred Stock. Dividends paid on the shares of Series A Convertible Preferred Stock shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding.

(b) Voting rights. Each share of Series A Convertible Preferred Stock shall entitle the holder thereof to one vote on all matters submitted to a vote of the stockholders of the Corporation. The holders of shares of Series A Convertible Preferred Stock and the holders of shares of Common Stock shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation.

(c) Conversion rights. A holder of Series A Convertible Preferred Stock shall have the right to convert all the Series A Convertible Preferred Stock into 50% of fully paid and nonassessable shares of the Corporation's Common Stock on a one share for one half of one percent (1/2 of a percent) share basis, (the "Conversion Rate"). The Conversion Rate shall be based on the total number of shares issued and outstanding, on a fully diluted basis as set and confirmed by the Company and the Company's transfer agent on the date of conversion.

(d) Liquidation preferences. The Series A Convertible Preferred Stock shall not have Liquidation, Dissolution or Winding up preferences.

2. *Series B Convertible Preferred Stock*.

(a) Dividends. The holders of shares of Series A Convertible Preferred Stock shall be entitled to receive dividends when, as and if declared by the Board of Directors out of funds legally available for the purpose; provided, however, that no dividend shall be paid on the Series B Convertible Preferred Stock unless a comparable dividend shall have been concurrently declared and paid on the Corporation's Series A Convertible Preferred Stock. Dividends paid on the shares of

Series B Convertible Preferred Stock shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding.

(b) Voting rights. Each share of Series B Convertible Preferred Stock shall entitle the holder thereof to one million (1,000,000) votes on all matters submitted to a vote of the stockholders of the Corporation. The holders of shares of Series B Convertible Preferred Stock and the holders of shares of Common Stock shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation.

(c) Conversion rights. A holder of Series B Convertible Preferred Stock shall have the right to convert all the Series B Convertible Preferred Stock into that number of fully paid and nonassessable shares of the Corporation's Common Stock on a one share for one share basis, (the "Conversion Rate"). The Conversion Rate shall be based on the total number of shares issued and outstanding, on a fully diluted basis as set and confirmed by the Company and the Company's transfer agent on the date of conversion.

(d) Liquidation preferences. The Series B Convertible Preferred Stock shall not have Liquidation, Dissolution or Winding up preferences.

3. *Other Material Rights of Common and Preferred Stockholders*. There are no other material rights for Common or Preferred Stockholders.

4. *Provisions in By-laws that would delay, prevent or defer a change in control of Issuer*. There are no other provisions detailed in the Corporate By-laws which would delay, prevent or defer a change in control.

Item VI The number of shares or total amount of the securities outstanding for each class of securities authorized.

A. Common Stock

(i) Period End Date: 9/19/2011
(ii) Number of shares authorized: 70,000,000
(iii) Number of shares outstanding: 21,297,857
(iv) Freely tradable shares (public float): 92,976
(v) Total number of beneficial shareholders: 3
(vi) Total number of shareholders of record: 86

B. Series A Convertible Preferred Stock

(i) Period End Date: 9/19/2011
(ii) Number of shares authorized: There are 5,000,000 shares of Preferred Stock authorized. Of those authorized, there are 100 shares designated for the Series A.
(iii) Number of shares outstanding: 100
(iv) Freely tradable shares (public float): Not applicable.
(v) Total number of beneficial shareholders: 3
(vi) Total number of shareholders of record: 3

C. Series B Convertible Preferred Stock

(i) Period End Date: 9/19/2011

(ii) Number of shares authorized: There are 5,000,000 shares of Preferred Stock authorized. Of those authorized, there are 100 shares designated for the Series B.
(iii) Number of shares outstanding: 100
(iv) Freely tradable shares (public float): Not applicable.
(v) Total number of beneficial shareholders: 3
(vi) Total number of shareholders of record: 3

Part C Business Information

Item VII The name and address of the transfer agent.

Interwest Transfer Co., Inc.
1981 East 4800 South, Suite 100
Salt Lake City, Utah 84117
Ph: 801-272-9294
Fax: 801-277-3147
www.interwesttc.com

Interwest Transfer Co., Inc. is registered under the Securities Exchange Act of 1934.

Item VIII The nature of the issuer's business.

A. Business Development

1. Benchmark is a corporation.
2. The Corporation was organized in 1997.
3. The Issuer's Fiscal Year End is September 30.
4. In May of 2000 the Company filed petition under Chapter 7 of the Federal Bankruptcy Code in the U.S. Bankruptcy Court, District of New Jersey. The estate of the company was fully administered and the Trustee was discharged by the court on May 7, 2001.
5. On August 7, 2011, Benchmark Energy Corporation, a corporation duly formed in the State of Nevada merged with Optical Systems, Inc., a Florida corporation with Benchmark as the surviving entity. The merger provided for a 1 for 1,000 share stock swap of Benchmark Common Stock for Optical Systems Common Stock, thus effecting a 1 for 1,000 reverse split of the issued and outstanding stock of the merged Company. The merger was approved by shareholders owning 52% of the issued and outstanding shares of common stock of Optical Systems Inc. and the sole incorporator of Benchmark as no shares of Common Stock had yet been issued. At the time of the merger, Optical Systems, Inc. opted to divest 100% of its software assets including its subsidiary, Automotive Software Designers, Inc., to allow Benchmark to continue forward with its own operations in an unrelated industry. The Company had previously acquired 100% of the issued and outstanding common stock of Automotive Software Designers, Inc. on November 19, 2007.

On September 7, 2011, Benchmark purchased 49% of the ownership interest of Energy Partners, LLC, an Indiana limited liability company founded on April 27, 2009, in exchange for the issuance of twenty million shares of Common Stock of Benchmark and 100 shares each of Series A Convertible Preferred Stock and Series B Convertible Preferred Stock. In conjunction with the acquisition, the Members of Energy Partners have agreed to retire their 52% interest originally purchased in the change in control on July 7, 2011 (See Item 7). This will result in 155,344 shares of Common Stock being retired to Treasury.

Both the merger of Benchmark with Optical Systems and the acquisition of a 49% interest in Energy Partners were related party transactions. Each of Mark Bateman, Tari Bateman and Ben Yantis are the Officers and Directors of Benchmark, the Officers and Directors of Optical Systems, Inc. prior to the merger and the Members collectively owning 100% of the interest in Energy Partners, LLC.

6. The Company is in technical default on its Secured Convertible Debenture to La Dolce Vita, a Texas Trust, however, no demands have been made and the Debenture was sold and assigned in a private transaction to Mr. David Miller on August 4, 2011. Mr. Miller and the Company are currently in process of re-negotiating some of the terms of the Debenture including a ceiling on the number of shares which can be converted.
7. The Company had a change in control on July 11, 2011, in which Energy Partners, LLC, an Indiana limited liability company founded on April 27, 2009, purchased 52% of the issued and outstanding Common Stock of Optical Systems, Inc. At this time, the B.J. Grisaffi, the President and sole officer of Optical Systems appointed Mark Bateman and Tari Bateman to fill the existing vacancies the Board of Directors to Optical Systems. Subsequently, Mr. Grisaffi resigned from his position as a director and from all Officer positions. Thereafter, Mark and Tari Bateman appointed Ben Yantis to fill the Board vacancy left by Mr. Grisaffi. The Board of Directors appointed Mark Bateman as President and Chief Executive Officer and Tari Bateman as Secretary and Chief Operating Officer. Each of Mark Bateman, Tari Bateman and Ben Yantis are the Members of Energy Partners LLC, collectively owning 100% of the interest in Energy Partners.
8. There has not been an increase of 10% or more of the same class of outstanding equity securities.
9. There are no pending or anticipated stock splits, stock dividends, recapitalization, merger, acquisition, spin-off, or reorganizations. As mentioned in Item. 5 above, on August 7, 2011, the Company effected a merger and a 1 for 1,000 share stock swap of Benchmark Common Stock for Optical Systems Common Stock, thus effecting a 1 for 1,000 reverse split of the issued and outstanding stock of the merged Company
10. There has been no delisting of the issuer's securities by any securities exchange or deletion from the OTC Bulletin Board in the past 3 years. On July 28, 1999, the Company voluntarily filed with the Securities and Exchange

Commission Form 15-12G and terminated the 1999 registration of its common stock, thereby relieving the Company of its obligation to file reports under the Securities Exchange Act of 1934.

11. The Issuer does not have nor does it anticipate any current, pending or threatened legal proceedings or administrative actions either by or against the issuer that could have a material effect on the issuer's business, financial condition, or operations and any current, past or pending trading suspensions by a securities regulator.

B. Business of Issuer

1. Benchmark's business operates under the primary SIC code 2841.
2. Benchmark is currently conducting operations.
3. Benchmark is not a "shell company".
4. The Company owns 49% of Energy Partners, LLC, an Indiana limited liability company. The Directors and Officers of Benchmark are also the Members of Energy Partners and collectively own the remaining 51% of the interest of Energy Partners. Benchmark and Energy Partners are in the same business. Benchmark will account for its 49% ownership of Energy Partners using the Minority or Non-controlling Interest method as the same individuals are in control of both companies.
5. Currently, Energy Partners is allowed a tax credit under IRS Form 637 as an alternative fuel provider for sales of its products that replace traditional fuels. It is not expected that the government will renew the tax credit for next year. It is possible that this could have a short term negative effect on the Company's financial position. The Company is affected positively by government regulations that favor alternative fuels such as the Clean Air Act.
6. To date the Company has spent approximately $10,000 in Research and Development of which the costs are borne 100% by the Company.
7. The Company is in compliance with all environmental laws at minimal expense to the Company.
8. The Company has 4 full time employees and 3 contracted sales representatives.

Item IX The nature of the products or services offered.

A. Principal Products or Services.

The Company buys industrial grade glycerin which is a co-product produced from biodiesel. The glycerin is then blended and used in industrial boiler applications as an alternative bunker fuel.

Bunker Fuel is a type of liquid fuel, which is fractionally distilled from crude oil. In comparison with other petroleum products, bunker fuel is extremely crude and highly polluting. The hydrocarbon chains in bunker fuel are very long, and this fuel is highly vicious as a result. Bunker fuel, is also heavily contaminated with various substances, which cannot be removed, so when it is burned, it pollutes heavily.

Ships have enough space to heat bunker fuel before feeding it into their engines, and their extremely sophisticated engines are capable of burning a wide range of fuels, including low quality bunker fuel. Because bunker fuel also carries a range of contaminants, it can represent a serious environmental hazard when it spills. Bunker Fuel is also, extremely cheap, and many shipping companies would lobby against any proposed ban out of concern for a sudden price increase.

Crude Glycerin is the primary co-product of the process that produces biodiesel and equals approximately 10% of the quantity of biodiesel produced. Glycerin is referred to as a "high-value" co-product from biodiesel and is a very common industrial chemical with a multitude of uses. Glycerin burns with less omissions and greenhouse gases than other hydrocarbon fuels and has 95% of BTU's per gallon as number 2 diesel. The United States Renewable Fuel Standard (RFS2) mandate calls for 1.115 Billion gallons of biodiesel to be blended in 2009 and 2010.The RFS2 also mandates 1 billion gallons of biodiesel to be blended in the 2012 calendar year. This will produce in excess of 100 million gallons of glycerin in 2012.

In our current operations we have identified a large number of biodiesel plant sources for which we analyze the glycerin streams to understand the makeup of their industrial glycerin streams and their yearly capacity. The Company has built a proprietary data base of this data.

B. Distribution of Products or Services.

The Company currently distributes its products by contracted truck services directly from the source.

C. Status of any new publicly announced new product or service.

There are none.

D. Status of any new publicly announced new product or service.

There are none.

E. Competition.

Currently, there are government incentives that were established to assist the biodiesel fuel companies. These incentives have created an increased demand for industrial glycerin and, consequently, an increase in the purchase price as well. Additionally, EPA requirements for companies to be compliant under the Clean Air Act have created more demand for the use of glycerin as an alternative fuel. While there are many companies in the field, there are also numerous uses and applications for glycerin. Benchmark intends to form relationships to explore and identify additional market applications.

F. Dependence on one or a few major customers.

The Company's business is not dependent on one or a few major customers.

G. Patents, trademarks, licenses, franchises, concessions, royalty agreements or labor contracts.

The Company has no unannounced patents, trademarks, licenses, franchises, concessions, royalty agreements or labor contracts at this time.

H. Government approval of principal products and services.

The Company does not require government approval for the sale of its products at this time.

Item IX The nature and extent of issuer's facilities.

The Company currently leases office space located at 1095 Evergreen Circle, Suite 200, The Woodlands, TX 77380. The lease term is for a period of one year.

Part D Management Structure and Financial Information

Item XI The name of the chief executive officer, members of the board of directors, as well as control persons.

A. Officers and Directors.

1. Mark Bateman, President, CEO, Director
   Tari Bateman, Secretary, COO, Director
   Ben Yantis, Director
2. Benchmark Energy Corporation
   1095 Evergreen Circle, Suite 200
   The Woodlands, TX 77380
3. Employment History

   (a) Mark Bateman worked as a Senior Carpentry Superintendent and small business entrepreneur for 25 years before moving into the renewable fuel industry. In 2005 Mark founded Indiana Renewable Fuels LLC, which soon after merged with Advanced Bio-Energy LLC, a leader in the ethanol market. Mark and another partner formed a consulting company and Mark is currently President of Renewable Energy Consultants, LLC (REC). He also is the president of Heartland Alliance LLC, another renewable energy partnership. Through these two companies Mark has developed and invested in several other alternative energy projects including two biodiesel plants. He is currently the CEO of Energy Partners LLC.

   (b) Tari Bateman has worked in Administration and as Grant Consultant before going to work for Kankakee-Iroquois Regional Planning Commission in 2003 as a Certified Grant Administrator. While there she worked with non-profits, for-profits, community groups and government organizations and has guided them through project development, applications, budgets and the administration of community development grant projects. Her experience includes helping local government entities to leverage both private funds and public grants into projects like community infrastructure and libraries. In 2008 Tari went to work full-time with her husband Mark. She has been

actively involved in the creation and administration of several companies within the renewable energy industry and is currently President of Energy Partners, LLC.

(c) Ben Yantis owned and operated Yantis Implement for 31 years. He bought and sold farm equipment from as far as Florida to California and Canada. He also farmed for 50 years raising corn, beans, cattle and Redenbacher popcorn.Ben serves on several boards of his Metea Baptist Church, as well as Tippecanoe Baptist Camp, Purdue's Baptist Home for Students, the World Missionary Press in New Paris, IN. He also was a director on the board for a local bank. Ben is presently serving on the board of directors of Global Outreach International in Tupelo, Mississippi. His interest in missionary work has taken him on 50 plus short-term mission trips around the world He is also Director of Energy Partners, LLC and a member of Indiana Defiance Enterprise, Manitou Group LLC and Liberty Renewable Fuels.

4. Board Memberships and other Affiliations
   (a) Mark Bateman: Managing Member of Energy Partners, LLC
   (b) Tari Bateman: Member of Energy Partners, LLC
   (c) Ben Yantis: Member of Energy Partners, LLC
5. Compensation by Issuer
   (a) Mark Bateman: $125,000 per year + bonuses and participation in Stock Option Plan
   (b) Tari Bateman: $105,000 per year + bonuses and participation in Stock Option Plan
   (c) Ben Yantis: Outside Director compensation package not yet established

6. Number and class of securities beneficially owned

	Common Shares Beneficially Owned	Series A Convertible Preferred Shares	Series B Convertible Preferred Shares
[1]Mark Bateman	10,000,000	50	50
[1]Tari Bateman	10,000,000	50	50
Ben Yantis	10,000,000	50	50

[1] Mark and Tari Bateman are married and the beneficial shares for each include the amounts issued to both as beneficial parties. Individually, each Tari and Mark owns 5,000,000 shares of Common Stock and 25 shares each of Series A and Series B Convertible Preferred Stock.

B. Legal/Disciplinary History.

None of the Officers and Directors of Benchmark has been the subject of any disciplinary or legal actions in the last 5 years.

C. Disclosure of Family Relationships.

Mark and Tari Bateman are married. Together, they own 10,000,000 shares of Common Stock which represents more than 5% of the Company. Additionally, as a married couple, they hold 50% of the Series A Convertible Preferred Stock issued and 50% of the Series B Convertible Preferred Stock issued.

D. Disclosure of Related Party Transactions.

The merger of Optical Systems, Inc. and Benchmark Energy Corporation on August 7, 2011, was a related party transaction. At the time of the merger, the Officers and Directors of Benchmark Energy collectively owned 52% of Optical Systems, Inc. as Members and collective owners of 100% of the interest of the Energy Partners, LLC. The merger was a 1 for 1,000 stock swap of Benchmark Energy stock for the Common Stock of Optical Systems, Inc.

The acquisition of 49% of Energy Partners, LLC on September 7, 2011, was also a related party transaction. At the time of the acquisition, the Officers and Directors of Benchmark Energy collectively owned 52% of Optical Systems, Inc. as Members and collective owners of 100% of the interest of the Energy Partners, LLC. As part of the transaction, the related parties collectively received 20,000,000 in shares of Common Stock of Benchmark and 100 shares of each the Series A Convertible Preferred Stock and the Series B convertible Preferred Stock. The related parties collectively also agreed to retire their previously acquired 52% ownership in Benchmark (fka Optical Systems, Inc.). The transaction is valued at approximately $200,000 which is the par value of the stock issued less the par value of the shares retired to treasury.

There was no cash or debt exchanged in either transaction.

E. Disclosure of Conflicts of Interest.

The Company does not believe that there are any conflicts of interest.

Item XII Financial Information for Issuer's most recent fiscal period.

The issuer's most recent quarterly financials are incorporated into this disclosure report. The issuer has provided current consolidated financial information from the date of the merger with the predecessor company and the acquisition of assets.

Item XIII Financial Information for Issuer's or predecessor's most recent two year fiscal period.

The predecessor's most recent annual financials are posted to the Pinksheets at www.OTCmarkets.com and are hereby incorporated by reference.

Item XIV Beneficial Owners.

	Common Shares Beneficially Owned	Series A Convertible Preferred Shares	Series B Convertible Preferred Shares
[1]Mark Bateman 1095 Evergreen Cir., Ste. 200 The Woodlands, TX 77380	10,000,000	50	50
[1]Tari Bateman 1095 Evergreen Cir., Ste. 200 The Woodlands, TX 77380	10,000,000	50	50
Ben Yantis 1095 Evergreen Cir., Ste. 200 The Woodlands, TX 77380	10,000,000	50	50

[1] Mark and Tari Bateman are married and the beneficial shares for each include the amounts issued to both as beneficial parties. Individually, each Tari and Mark owns 5,000,000 shares of Common Stock and 25 shares each of Series A and Series B Convertible Preferred Stock.

Item XV Name, address, telephone number and email address of certain outside providers that advise the Company on matters relating to operations, business development and disclosure.

1. Investment Banker. The Company has no Investment Banker at this time.
2. Promoters. The Company has no Promoters at this time.
3. Counsel. David L. Kagel
   1801 Century Park E, Ste. 1201
   Los Angeles, CA 90067
   Phone: 310-860-9975
   Email: dkagel@earthlink.net
4. Accountant or Auditor. The Company has not yet retained an auditor.
5. Public Relations. The Company has not yet retained a Public Relations consultant.
6. Investor Relations. The Company has not yet retained an Investor Relations consultant.
7. Other. The Company does not have contracts with any outside advisors or consultants at this time.

Item XVI Management's Discussion and Analysis or Plan of Operation.

A. Plan of Operation.

1. Describe the issuer's plan of operation for the next twelve months.

The Company, through its acquired interest in Energy Partners, intends to continue delivering on existing contracts and will continue to utilize its database to match glycerin sources with new and existing customer needs. The Company will also continue to build industry relationships for collaborations that may accelerate research and development efforts to identify more efficient uses of the glycerin as a fuel alternative and more applications where glycerin or glycerin products can replace traditional fuel sources. The Company's interest in Energy Partners is anticipated to be able to meet operational cash requirements for the next twelve months. Management intends to seek additional capital financing to fund potential acquisitions of companies or assets complimentary to the Company. The Company does not anticipate a significant change in the number of employees unless an acquisition is consummated.

B. Management's Discussion and Analysis of Financial Condition and Results of Operations.

1. Full Fiscal Years.

Benchmark Energy Corporation has had the benefit of social and governmental trends toward the favor of alternative fuels in replacing traditional fuels. The Company buys industrial grade glycerin which is a co-product produced from biodiesel. The glycerin is then blended and used in industrial boiler applications as an alternative bunker fuel. The industrial grade glycerin is a relatively inexpensive replacement for bunker fuels. Currently, the Company enjoys a tax incentive through its investment in Energy Partners under IRS Form 637. This gives the Company $0.50 for every gallon of glycerin sold as an alternative fuel. The effect of the government incentive has increased the market price for glycerin along with demand. The Company believes that if the government does not renew this tax incentive that the actual purchase price of industrial glycerin in the market will decrease. Thus, after a transition period, the Company may actually experience higher gross margins on its product sales. The Company has no material commitments, significant gains or losses and does not experience seasonal fluctuations. The Company believes that cash flow from operations will be adequate to satisfy operating cash requirements but does intend to seek additional funding to accelerate research and development and to fund Company growth through acquisition.

2. Interim Periods.

The Company operated as Optical Systems, Inc. including its subsidiary Automotive Software Designers ("ASD") which was in the business of supplying software to automotive dealers. The Company changed control on July 7, 2011, and, subsequently, merged with Benchmark Energy Corporation on August 7, 2011 which resulted in a change of direction for the Company.

B. Off Balance Sheet Arrangements.

There are none.

Part E Issuance History

Item XVII List of securities offerings and shares issued for services in the past two years.

Issuance of Common Stock for services:			
	Date of Issuance	**Number of Shares Issued**	**Value of Shares Issued**
	February 5, 2010	27,300	$ 27,300
	March 1, 2010	50,000	$ 50,000
	March 12, 2010	7,500	$ 7,500
	March 19, 2010	31,000	$ 31,000
	March 30, 2010	6,000	$ 6,000
	July 2, 2010	22,577	$ 22,577
Issuance of Restricted Common Stock for acquisition:			
	September 20, 2011	20,000,000	
Issuance of Preferred Stock for acquisition:			
Series A Convertible Preferred Stock			
	September 20, 2011	100	
Series B Convertible Preferred Stock			
	September 20, 2011	100	

Part F Exhibits

Item XVIII Material Contracts.

A. Employment Agreement with Mark Bateman {see attached}

B. Employment Agreement with Tari Bateman {see attached}

C. Indemnification for Ben Yantis {see attached}

Item XVIX Articles of Incorporation and Bylaws.

A. Articles of Incorporation {see attached}

B. Bylaws {see attached}

C. Articles of Merger {see attached}

Item XX Purchase of Equity Securities by the Issuer and Affiliated Purchasers.

There are none.

Item XXI Issuer Certifications.

{see attached}

BENCHMARK ENERGY CORPORATION
CONSOLIDATED BALANCE SHEET (UNAUDITED)
FOR THE QUARTER TO DATE, JULY 1, 2011 - AUGUST 30, 2011

ASSETS	
Current Assets	
Cash	26,109
Accounts Receivable	40,341
Option to Purchase Land	7,500
Other Current Assets	1,750
Total Current Assets	75,700
Longterm Fixed Assets	
Property, Plant & Equipment	
Vehicles	17,000
Less: Accumulated Depreciation	(1,417)
Total Longterm Fixed Assets	15,583
TOTAL ASSETS	91,283
LIABILITIES AND STOCKHOLDER'S EQUITY	
Current Liabilities	
Accounts Payable	93,954
Total Current Liabilities	93,954
Longterm Liabilities	
Convertible Debenture, with accrued interest	60,500
Note Payable, Community Bank	65,558
Total Longterm Liabilities	126,058
Total Liabilities	220,012
Stockholder's Equity	
Parent Company Stockholder's Deficit	
Preferred stock, $.001 par value, 5,000,000 Authorized	
Series A Preferred Stock, par value $.001	-
Series B Preferred Stock, par value $.001	-
Common stock, $.001 par value, 70,000,000 shares Authorized,	
297,835 issued and outstanding	298
Additional Paid in Capital	(174,304)
Accumulated Earnings	22,186
Total Parent Company Stockholder's Deficit	(151,820)
Noncontrolling Interest in Investment	23,091
Total Stockholder's Deficit	(128,729)
TOTAL LIABILITIES AND STOCKHOLDER'S DEFICIT	91,283

The accompanying notes are an integral part of these financial statements.

BENCHMARK ENERGY CORPORATION
CONSOLIDATED STATEMENT OF INCOME (UNAUDITED)
FOR THE QUARTER TO DATE, JULY 1, 2011 - AUGUST 30, 2011

Revenue	
Glycerin Sales	65,045
SoapStock Sales	30,519
Total Revenues	95,564
Cost of Goods Sold	
Chemicals	5,581
Brokerage	952
Placards	245
Trucking Expense	76,741
Total Cost of Goods Sold	83,519
Gross Profit	12,045
General & Administrative Expenses	
Bank Fees	92
Corporate Filing Fees, Licenses, Permits	1,031
Computer & Internet Services	1,133
Depreciation	1,417
Employee Expense	99,700
Interest Expense	1,475
Miscellaneous Expense	2,624
Office Supplies & Expense	1,579
Professional Fees	8,917
Rent	696
Research & Development	2,440
Telephone	1,665
Travel	6,123
Utilities	275
Vehicle	6,027
Total General & Administrative Expense	135,193
Net Loss	(123,147)
Net Loss attirbutable to Noncontrolling Interest	(62,805)
Net Loss Attributable to Parent Company	(60,342)

The accompanying notes are an integral part of these financial statements.

BENCHMARK ENERGY CORPORATION
CONSOLIDATED STATEMENT OF CASH FLOWS (UNAUDITED)
FOR THE QUARTER TO DATE, JULY 1, 2011 - AUGUST 30, 2011

CASH FLOWS FROM OPERATING ACTIVITIES	
Net Loss	(123,147)
Adjustments to reconcile net loss to net provided by operating activities	
Noncash adjustments:	
Effect of Merger	54,002
Accumulated Depreciation	1,417
Changes in:	
Accounts Receivable	(40,341)
Other Assets	(1,750)
Accounts Payable	93,954
Accrued Interest	1,475
NET CASH USED BY OPERATING ACTIVITIES	(14,391)
CASH FLOWS FROM INVESTING ACTIVITIES	
Option to purchase land	(7,500)
Vehicle	(17,000)
NET CASH USED BY INVESTING ACTIVITIES	(24,500)
CASH FLOWS FROM FINANCING ACTIVITIES	
Note Payable, Community Bank	65,000
NET CASH PROVIDED BY FINANCING ACTIVITIES	65,000
NET CHANGE IN CASH	26,109
CASH, beginning of period	-
CASH, end of period	26,109

The accompanying notes are an integral part of these financial statements.

BENCHMARK ENERGY CORPORATION
NOTES TO UNAUDITED FINANCIAL STATEMENTS

1. NATURE OF THE BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Business

Benchmark Energy Corporation (“Benchmark” or "Company"), a Nevada corporation, is an operating business that buys industrial grade glycerin which is a co-product produced from biodiesel and sells it to boiler plants as an alternative bunker fuel. The Company's year end is September 30.

Previously, the Company operated as Optical Systems, Inc. (“Optical Systems”) including its subsidiary Automotive Software Designers which was in the business of supplying software to automotive dealers. The Company had a change in control on July 11, 2011, in which Energy Partners, LLC (“Energy Partners”), an Indiana limited liability company founded on April 27, 2009, purchased 52% of the issued and outstanding Common Stock of Optical Systems, Inc. in a private transaction. At this time, the B.J. Grisaffi, the President and sole officer of Optical Systems appointed Mark Bateman and Tari Bateman to fill the existing vacancies the Board of Directors to Optical Systems. Subsequently, Mr. Grisaffi resigned from his position as a director and from all Officer positions. Thereafter, Mark and Tari Bateman appointed Ben Yantis to fill the Board vacancy left by Mr. Grisaffi. The Board of Directors appointed Mark Bateman as President and Chief Executive Officer and Tari Bateman as Secretary and Chief Operating Officer. Each of Mark Bateman, Tari Bateman and Ben Yantis are the Members of Energy Partners LLC, collectively owning 100% of the interest in Energy Partners.

On August 7, 2011, Benchmark merged with Optical Systems, a Florida corporation, with Benchmark as the surviving entity. The merger provided for a 1 for 1,000 share stock swap of Benchmark Common Stock for Optical Systems Common Stock, thus effecting a 1 for 1,000 reverse split of the issued and outstanding stock of the merged Company. The merger was approved by shareholders owning 52% of the issued and outstanding shares of common stock of Optical Systems Inc. and the sole incorporator of Benchmark as no shares of Common Stock had yet been issued. At the time of the merger, Optical Systems opted to divest 100% of its software assets including its subsidiary, Automotive Software Designers, Inc., to allow Benchmark to continue forward with its own operations in an unrelated industry. The Company had previously acquired 100% of the issued and outstanding common stock of Automotive Software Designers, Inc. on November 19, 2007.

On September 7, 2011, Benchmark purchased 49% of the ownership interest of Energy Partners in exchange for the issuance of twenty million shares of Common Stock of Benchmark and 100 shares each of Series A Convertible Preferred Stock and Series B Convertible Preferred Stock. In conjunction with the acquisition, the Members of Energy Partners have agreed to retire their 52% interest originally purchased in the change in control on July 7, 2011. This will result in 297,835 shares of Common Stock being retired to Treasury.

Both the merger of Benchmark with Optical Systems and the acquisition of a 49% interest in Energy Partners were related party transactions. Each of Mark Bateman, Tari Bateman and Ben Yantis are the Officers and Directors of Benchmark, the Officers and Directors of Optical Systems, Inc. prior to the merger and the Members collectively owning 100% of the interest in Energy Partners, LLC.

There can be no assurance that the Company will be successful or that additional acquisitions or investments will be available to the Company at terms acceptable to the Company.

2. BASIS OF PRESENTATION

The accompanying unaudited financial statements have been derived from the consolidated accounts of Benchmark Energy Corporation The financial statements have been prepared in accordance with generally accepted accounting principles for interim financial information and in accordance with the instructions for Form 10-QSB. Accordingly, they do not include all of the information and footnotes required by accounting principles generally accepted in the United States. In the opinion of management, the unaudited interim financial statements for two months ended

2. BASIS OF PRESENTATION (Continued from F-4)

August 31, 20011, are presented on a basis consistent with the audited financial statements and reflect all adjustments, consisting only of normal recurring accruals, necessary for fair presentation of the results of such period. The results for the two months ended August 31, 2011 are not necessarily indicative of the results of operations for the full year ending September 30, 2011. These unaudited financial statements should be read in conjunction with the audited financial statements and notes thereto as posted on Pinksheets. The preparation of the financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts reported in the financial statements. Actual results may differ from those estimates.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates in Preparation of Financial Statements

Management of the Company has made a number of estimates and assumptions relating to the reporting of assets, liabilities, revenue, expenses and disclosure of contingent assets and liabilities to prepare these financial statements in accordance with accounting principles generally accepted in the United States of America. Accordingly, actual results may differ from those estimates.

Use of Consolidation Method of Accounting

The Company utilizes the Consolidation Method of accounting for its investment in Energy Partners, LLC pursuant to ARB 51 as amended by FAS160. Under this method, the parent consolidates 100% of the subsidiary's assets and liabilities, regardless of the parent's actual percent equity ownership and records in the *equity* section of the consolidated balance sheet any noncontrolling interest representing the value of the subsidiary's equity not owned by the parent. Any such noncontrolling interest is recorded separately from the parent's equity and separately. The parent also consolidates 100% of the subsidiary's income and expenses. Any net income attributable to a noncontrolling interest is subtracted from the net income attributable to the consolidated entity to give the net income attributable to the parent on the consolidated income statement. Management believes that this method is appropriate as the Officers and Directors of Benchmark also have full legal and management control in Energy Partners.

Fair Value of Financial Instruments

The carrying amounts of cash, prepaid expenses, accounts payable and notes payable approximate fair value because of the short maturity of these items.

Revenue Recognition

The Company recognizes revenue when persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, the purchase price is fixed or determinable and collectability is reasonably assured.

Statement of Cash Flows

For the purpose of the statement of cash flows, cash includes amounts "on-hand" and amounts deposited with financial institutions.

4. VEHICLE

The Company purchased a vehicle for business use in April 2011. The Company uses the Straight Line of Depreciation Method and estimates the useful life of the vehicle at 5 years. The cost of the vehicle was $17,000 and the Company has recorded accumulated depreciation of $1,416.67 as of August 31, 2011.

5. CONVERTIBLE DEBENTURE – DAVID MILLER

On August 9, 2009, the Company entered into a Convertible Debenture Agreement (the "Debenture") with La Dolce Vita, a Texas Trust, administered by Christine Guthrie as Trustee, for $50,000. The Debenture was secured by a lien of all assets of the payor. The term of repayment is six (6) months unless mutually extended in writing and bears an annual interest rate equal to the lesser of (a) 10% or (b) the Maximum Legal Rate as permitted by law. The Debenture is convertible at the option of the Company at a rate of $.001 per share. The conversion price is not to be affected by any increase in the number of shares of the Company authorized, issued or outstanding. The Company has not made any payments toward the Principal or interest owing on the Debenture. On August 4, 2011, the Debenture was assigned to David Miller in a private transaction. As of August 31, 2011, the amount of interest accrued on the Debenture is $10,500 and the total amount of principal and interest payable is $60,500. *(See Note 7 Subsequent Events).*

6. SHORT TERM NOTE PAYABLE – COMMUNITY BANK

On July 5, 2011, the Company borrowed $65,000 on a short term loan from Community Bank. The loan accrues interest at 5.5% per annum at a daily rate of 0.01507% for 365 days. The Note is payable within one year. A semi-annual Interest payment in the amount of $1792.40 is due on 1/4/2012 if the principal and accrued interest are still outstanding at that time. As of August 31, 2011, the Company has accrued interest on the loan of $558 with a total of principal and interest of $65,558.

7. SUBSEQUENT EVENTS

On September 20, 2011, the Company issued 20,000,000 shares of Common Stock and 100 shares of each of the Series A Convertible Preferred Stock and the Series B Convertible Preferred Stock pursuant to the Asset Acquisition Agreement executed on September 7, 2011. The shares were issued as follows:

Mark Bateman 5,000,000 shares of Common Stock, par $.001
Tari Bateman 5,000,000 shares of Common Stock, par $.001
Ben Yantis 10,000,000 shares of Common Stock, par $.001

Mark Bateman 25 shares of Series A Preferred Stock, par $.001
Tari Bateman 25 shares of Series A Preferred Stock, par $.001
Ben Yantis 50 shares of Series A Preferred Stock, par $.001

Mark Bateman 25 shares of Series B Preferred Stock, par $.001
Tari Bateman 25 shares of Series B Preferred Stock, par $.001
Ben Yantis 50 shares of Series B Preferred Stock, par $.001

Also on September 20, 2011, the Company issued a new 7% Convertible Debenture ("7% Debenture") to David Miller in exchange for the Convertible Debenture described in Item 5 above. The principal amount of the 7% Debenture is $62,500 and will accrue interest at 7% per annum as calculated on a 360 day year. The 7% Debenture has a maturity date of September 30, 2012. The holder is entitled to convert the debt in increments of $1,000 at a conversion price of $.001 per share but may not convert shares if such conversion would result in holder being a beneficial owner of more than 9.99% of the Company's outstanding Common Stock. The 7% Debenture is not secured by Company assets and the Company may prepay the amounts owing on the 7% Debenture at any time without penalty. On September 20, 2011, Mr. Miller has requested to convert $1,000 of the principal and the Company has requested the issuance of 1,000,000 shares of Common Stock at $.001.

The Company's total number of shares of Common Stock issued and outstanding as of the date of this filing is 21,297,857.

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement ("Agreement") and Exhibit A, is entered into by and between Benchmark Energy Corporation, a Nevada corporation having offices at 1095 Evergreen Circle, Suite 200, The Woodlands, TX 77380 ("Employer"), and Mark Bateman, an individual currently residing at 321 Southwood Shores Drive, Coldspring, TX 77331 ("Employee"), to be effective on the later of the date of execution of this Agreement by the parties hereto or the date of approval of this Agreement by the Board of Directors of Employer pursuant to the provisions of Section 6.2 (the "Effective Date").

WITNESSETH:

WHEREAS, Employer is desirous of employing Employee pursuant to the terms and conditions and for the consideration set forth in this Agreement, and Employee is desirous of entering the employ of Employer pursuant to such terms and conditions and for such consideration.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations contained herein, Employer and Employee agree as follows:

ARTICLE 1: EMPLOYMENT AND DUTIES:

1.1. Employer agrees to employ Employee, and Employee agrees to be employed by Employer, beginning as of the Inception Date of the corporation, August 5, 2011, and continuing for a term of three years, subject to the terms and conditions of this Agreement. The contract is automatically renewable at the end of the term for another three-year term unless terminated in writing by one of the parties.

1.2. Beginning on the Effective Date, and retroactively to August 5, 2011, Employee shall be and shall have been, employed as Chief Executive Officer and President of Employer. Employee agrees to serve in the assigned position and to perform diligently and to the best of Employee's abilities the duties and services appertaining to such position as determined by Employer, as well as such additional or different duties and services appropriate to such position which Employee from time to time may be reasonably directed to perform by Employer. It is acknowledged that Employee was an incorporator of the Company and shall serve as a member of Employer's Board of Directors. Employee shall at all times comply with and be subject to such policies and procedures as Employer may establish from time to time.

1.3. Employee shall, during the period of Employee's employment by Employer, devote Employee's full business time, energy, and best efforts to the business and affairs of Employer. Employee may not engage, directly or indirectly, in any other business, investment, or activity that interferes with Employee's performance of Employee's duties hereunder, is contrary to the interests of Employer, or requires any significant portion of Employee's business time. The foregoing notwithstanding, the parties recognize and agree that Employee may engage in passive personal investments and other business activities which do not conflict with the business and affairs of the Employer or interfere with Employee's performance of his duties hereunder. In that regard, Employee may serve on the board of directors of up to three corporations of his choice, so long as service on any such board simultaneously with his service on Employer's Board of Directors does not constitute a violation of federal statutory provisions, or related rules and regulations, pertaining to interlocking directorships and the meeting times of such boards of directors do not conflict with the meeting times of Employer's Board of Directors. Except as provided in the preceding sentence, Employee may not serve on the board of directors of any entity other than the Employer during the Term without the approval of the Audit Committee of the Employer's Board of Directors in accordance with the Employer's policies and procedures regarding such service, which approval will not be unreasonably withheld. Employee shall be permitted to retain any compensation received for service on other corporations' boards of directors.

1.4. Employee acknowledges and agrees that Employee owes a fiduciary duty of loyalty, fidelity and allegiance to act at all times in the best interests of the Employer and to do no act which would intentionally injure Employer's business, its interests, or its reputation. It is agreed that any direct or indirect interest in, connection with, or benefit from any outside activities, particularly commercial activities, which interest might in any way adversely affect Employer, or any of its affiliates, involves a possible conflict of interest. In keeping with Employee's fiduciary duties to Employer, Employee agrees that Employee shall not knowingly become involved in a conflict of interest with Employer, or its affiliates, or upon discovery thereof, allow such a conflict to continue. Moreover, Employee agrees that Employee shall disclose to the Audit Committee of the Employer's Board of Directors any facts which might involve a possible conflict of interest.

1.5. Effective as of the Effective Date, Employer and Employee shall enter into an Indemnification Agreement containing the terms and conditions set forth in Exhibit A attached to, and forming a part of, this Agreement.

ARTICLE 2: COMPENSATION AND BENEFITS:

2.1. The Employee's base annual salary shall be $125,000 which shall be paid in accordance with Employer's standard payroll practice for its executives. Employee shall be entitled to salary increases and bonuses as deemed by the Board of Directors.

2.2. Employee has the right to participate in any Employee Stock Option Plan as the Company may put in place in the future.

2.3. From and after August 5, 2011, Employer shall pay, or reimburse Employee, for all ordinary, reasonable and necessary expenses which Employee incurs in performing his duties under this Agreement including, but not limited to, travel, entertainment, professional dues and subscriptions, and all dues, fees and expenses associated with membership in various professional, business and civic associations and societies of which Employee's participation is in the best interest of Employer. Employee must follow Company’s Expense Reimbursement Policy and must provide an Expense report and receipts for any expense over $25 in order to be reimbursed.

2.4. While employed by Employer, Employee shall be allowed to participate, on the same basis generally as other employees of Employer, in all general employee benefit plans and programs, including improvements or modifications of the same, which on the effective date or thereafter are made available by Employer to all or substantially all of Employer's executive employees. Such benefits, plans, and programs may include, without limitation, medical, health, and dental care, life insurance, disability protection, and qualified retirement plans. Except as specifically provided herein, nothing in this Agreement is to be construed or interpreted to provide greater rights, participation, coverage, or benefits under such benefit plans or programs than provided to executive employees pursuant to the terms and conditions of such benefit plans and programs.

2.5. Employer shall not by reason of this Article 2 be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any incentive compensation or employee benefit program or plan, so long as such actions are similarly applicable to covered employees generally.

2.6. Employer may withhold from any compensation, benefits, or amount payable under this Agreement all federal, state, city, or other taxes as may be required pursuant to any law or governmental regulation or ruling.

ARTICLE 3: TERMINATION PRIOR TO EXPIRATION OF TERM AND EFFECTS OF SUCH TERMINATION:

3.1. Employee's employment with Employer shall be terminated (i) upon the death of Employee, (ii) upon Employee's permanent disability (permanent disability being defined as Employee's physical or mental incapacity to perform his usual duties as an employee with such condition likely to remain continuously and permanently); provided, however, that in such event, Employee's employment shall be continued hereunder for a period of not less than one year from the date of such disability, but not beyond the end of the Term, with Employee's base salary during such period to be reduced by any Employer-financed disability benefits, or (iii) subject to the provisions of clause (ii), at any time during the Term by Employer upon notice to Employee or by Employee upon 60 days' notice to Employer for any or no reason.

3.2. If Employee's employment is terminated by reason of a "Voluntary Termination" (as hereinafter defined), the death of Employee, permanent disability of Employee (as defined in Section 3.1) or by the Employer for "Cause" (as hereinafter defined), all future compensation to which Employee is otherwise entitled and all future benefits for which Employee is eligible shall be payable for a period of 90 days as of the date of termination, except as otherwise specifically provided in this Section 3.2. Employee, or his estate in the case of Employee's death, shall be entitled to pro rata base salary through the date of such termination and shall be entitled to any individual bonuses or individual incentive compensation not yet paid but due under Employer's plans but shall not be entitled to any other payments by or on behalf of Employer except for those which may be payable pursuant to the terms of Employer's employee benefit plans (as hereinafter defined). Employer shall carry all insurances already in existence on Employee for a minimum of twelve months following a Voluntary Termination. For purposes of this Section 3.2, a "Voluntary Termination" of the employment relationship by Employee prior to expiration of the Term shall be a termination of employment in the sole discretion of and at the election of Employee, other than (i) a termination of Employee's employment because of a material breach by Employer of any material provision of this Agreement which remains uncorrected for thirty (30) days following written notice of such breach by Employee to Employer or (ii) a termination of Employee's employment within six (6) months of a material reduction in Employees' rank or responsibility with Employer. For purposes of this Section 3.2, the term "Cause" shall mean any of (i) Employee's gross negligence or willful misconduct in the performance of the duties and services required of Employee pursuant to this Agreement;(ii) Employee's final conviction of a felony; or (iii) Employee's material breach of any material provision of this Agreement which remains uncorrected for thirty (30) days following written notice to Employee by Employer of such breach.

3.3. If Employee's employment is terminated for any reason other than as described in Section 3.2 above during the Term, Employer shall pay to Employee a severance benefit consisting of a single lump sum cash payment equal to the value of any shares of Employer's common stock (based upon the closing price of Employer's common stock on the date of termination of employment) which were granted to Employee pursuant to Section 2.4 and which are forfeited as a result of Employee's termination of employment plus one year’s base salary as described in Article 2.1 above. Such severance benefit shall be paid no later than forty-five (45) days following Employee's termination of employment. The severance benefit paid pursuant to this Section 3.3 to Employee shall be in consideration of Employee's continuing obligations hereunder after such termination (including, without limitation, Employee's non-competition obligations). Employee shall not be under any duty or obligation to seek or accept other employment following a termination of employment pursuant to which severance benefit payments under this Section 3.3 are owing and the amounts due Employee pursuant to this Section 3.3 shall not be reduced or suspended if Employee accepts subsequent employment or earns any amounts as a self-employed individual. Employer shall carry all insurances already in existence on Employee for a minimum of twelve months following the termination. Employee's rights under this Section 3.3 are Employee's sole and exclusive rights against the Employer or its affiliates and the Employer's sole and exclusive liability to Employee under this

Agreement, in contract, tort or otherwise, for the termination of his employment relationship with Employer. Employee covenants not to sue or lodge any claim, demand or cause of action against Employer based upon Employee's termination of employment for any monies other than those specified in this Section 3.3. If Employee breaches this covenant, Employer shall be entitled to recover from Employee all sums expended by Employer (including costs and attorneys' fees), in connection with such suit, claim, demand or cause of action. Nothing contained in this Section 3.3 shall be construed to be a waiver by Employee of any benefits accrued for or due Employee under any employee benefit plan maintained by Employer.

3.4. It is expressly acknowledged and agreed that the decision as to whether "Cause" exists for termination of the employment relationship by the Employer and whether and as of what date Employee has become permanently disabled is delegated to the Board of Directors of Employer for determination. If the Employee is terminated for cause, Employer shall pay to Employee a severance benefit 90 days of base salary as described in Article 2.1 above. If Employee disagrees with the decision reached by Employer, the dispute will be limited to whether the Board of Directors of Employer reached this decision in good faith.

3.5. Termination of the employment relationship does not terminate those obligations imposed by this Agreement which are continuing obligations, including, without limitation, Employee's obligations under Articles 4 and 5.

ARTICLE 4: OWNERSHIP AND PROTECTION OF INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION:

4.1. All information, ideas, concepts, improvements, discoveries, and inventions, whether patentable or not, which are conceived, made, developed or acquired by Employee, individually or in conjunction with others, during Employee's employment by Employer (whether during business hours or otherwise and whether on Employer's premises or otherwise) which relate to Employer's business, products or services (including, without limitation, all such information relating to corporate opportunities, research, financial and sales data, pricing and trading terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or their requirements, the identity of key contacts within the customer's organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names, and marks), and all writings or materials of any type embodying any of such items, shall be disclosed to Employer and are and shall be the sole and exclusive property of Employer.

4.2. Employee acknowledges that the businesses of Employer and its affiliates are highly competitive and that their strategies, methods, books, records, and documents, their technical information concerning their products, equipment, services, and processes, procurement procedures and pricing techniques, the names of and other information (such as credit and financial data) concerning their customers and business affiliates, all comprise confidential business information and trade secrets which are valuable, special, and unique assets which Employer, or its affiliates use in their business to obtain a competitive advantage over their competitors. Employee further acknowledges that protection of such confidential business information and trade secrets against unauthorized disclosure and use is of critical importance to Employer, and its affiliates in maintaining their competitive position. Employee hereby agrees that Employee will not, at any time during or after his employment by Employer, make any unauthorized disclosure of any confidential business information or trade secrets of Employer, or its affiliates, or make any use thereof, except in the carrying out of his employment responsibilities hereunder. The above notwithstanding, a disclosure shall not be unauthorized if (i) it is required by law or by a court of competent jurisdiction or (ii) it is in connection with any judicial or other legal proceeding in which Employee's legal rights and obligations as an employee or under this Agreement are at issue; provided,

however, that Employee shall, to the extent practicable and lawful in any such events, give prior notice to Employer of his intent to disclose any such confidential business information in such context so as to allow Employer an opportunity (which Employee will not oppose) to obtain such protective orders or similar relief with respect thereto as it may deem appropriate.

4.3. All written materials, records, and other documents made by, or coming into the possession of, Employee during the period of Employee's employment by Employer which contain or disclose confidential business information or trade secrets of Employer, or its affiliates shall be and remain the property of Employer, or its affiliates, as the case may be. Upon termination of Employee's employment by Employer, for any reason, Employee promptly shall deliver the same, and all copies thereof, to Employer.

ARTICLE 5: POST-EMPLOYMENT AND NON-COMPETITION OBLIGATIONS:

5.1. As part of the consideration for the compensation and benefits to be paid to Employee hereunder, and as an additional incentive for Employer to enter into this Agreement, Employer and Employee agree to the non-competition provisions of this Article 5. Employee agrees that during the period of Employee's non-competition obligations hereunder, Employee will not, directly or indirectly for Employee or for others, in any geographic area or market where Employer or any of their affiliated companies are conducting any business (other than de minimis business operations) as of the date of termination of the employment relationship or have during the previous twelve months conducted any business (other than de minimis business operations): (i) engage in any business directly competitive with any business(other than de minimis business operations) conducted by Employer or any of Employer's affiliates; (ii) render advice or services to, or otherwise assist, any other person, association, or entity who is engaged, directly or indirectly, in any business directly competitive with any business (other than de minimis business operations) conducted by Employer or any of Employer's affiliates; or (iii) induce any employee of Employer or any of its affiliates (other than Employee's personal secretary or administrative assistant)to terminate his employment with Employer, or its affiliates, or hire or assist in the hiring of any such induced employee by any person, association, or entity not affiliated with Employer. These non-competition obligations shall extend until two years after termination of the employment relationship between Employer and Employee. The above notwithstanding, nothing in this Section 5.1 shall prohibit Employee from engaging in or being employed by any entity that engages in the provision of management consulting or other consulting services to third parties, even where such entity on occasion renders advice or services to, or otherwise assists, any other person, association, or entity who is engaged, directly or indirectly, in any business directly competitive with any business conducted by Employer or any of Employer's affiliates, so long as Employee does not personally, directly or indirectly (A) participate in rendering such advice, services or assistance to any such competing person, association or entity, (B) provide any information or other assistance to any other person employed by Employee or by any such consulting entity for use, directly or indirectly, in rendering such assistance to any competing person, association or entity or (C) engage in any conduct which would be in violation of the provisions of Article 4 hereof.

5.2. Employee understands that the foregoing restrictions may limit his ability to engage in certain businesses anywhere in the world during the period provided for above, but acknowledges that Employee will receive sufficiently high remuneration and other benefits under this Agreement to justify such restriction. Employee acknowledges that money damages would not be sufficient remedy for any breach of this Article 5 by Employee, and agrees that Employer, on its own behalf or on behalf of any of its affiliates, shall be entitled to specific performance and injunctive relief as remedies for such breach or any threatened breach. Such remedies shall not be deemed the exclusive remedies for a breach of this Article 5, but shall be in addition to all remedies available at law or in equity to Employer, including, without limitation, the recovery of damages from Employee and his agents involved in such breach.

5.3. It is expressly understood and agreed that Employer and Employee consider the restrictions contained in this Article 5 to be reasonable and necessary to protect the proprietary information and/or goodwill of Employer and its affiliates. Nevertheless, if any of the aforesaid restrictions are found by a court having jurisdiction to be unreasonable, or overly broad as to geographic area or time, or otherwise unenforceable, the parties intend for the restrictions therein set forth to be modified by such courts so as to be reasonable and enforceable and, as so modified by the court, to be fully enforced.

ARTICLE 6: MISCELLANEOUS:

6.1. For purposes of this Agreement, (i) the terms "affiliates" or "affiliated" means an entity who directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Employer or in which Employer has a 50% or more equity interest, and (ii) any action or omission permitted to be taken or omitted by Employer hereunder shall only be taken or omitted by Employer upon the express authority of the Board of Directors of Employer or of any Committee of the Board to which authority over such matters may have been delegated.

6.2. Although executed and delivered by the parties hereto, this Agreement shall not become effective until such time as the Board of Directors of Employer has expressly approved this Agreement. Employer agrees to notify Employee promptly of the date of such approval.

6.3. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been duly given when received by or tendered to Employee or Employer, as applicable, by pre-paid courier or by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows: (i) If to Employer, to Innovative Graphic Packaging, Inc. at its corporate headquarters to the attention of the General Counsel of the Company. (ii) If to Employee, to his last known personal residence.

6.4. This Agreement shall be governed in all respects by the laws of the State of Nevada, excluding any conflict-of-law rule or principle that might refer to the laws of another State or country.

6.5. No failure by either party hereto at any time to give notice of any breach by the other party of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

6.6. It is a desire and intent of the parties that the terms, provisions, covenants, and remedies contained in this Agreement shall be enforceable to the fullest extent permitted by law. If any such term, provision, covenant, or remedy of this Agreement or the application thereof to any person, association, or entity or circumstances shall, to any extent, be construed to be invalid or unenforceable in whole or in part, then such term, provision, covenant, or remedy shall be construed in a manner so as to permit its enforceability under the applicable law to the fullest extent permitted by law. In any case, the remaining provisions of this Agreement or the application thereof to any person, association, or entity or circumstances other than those to which they have been held invalid or unenforceable, shall remain in full force and effect.

6.7. This Agreement shall be binding upon and inure to the benefit of Employer and any other person, association, or entity which may hereafter acquire or succeed to all or substantially all of the business or assets of Employer by any means whether direct or indirect, by purchase, merger, consolidation, or otherwise. Employee's rights and obligations under this Agreement are personal and such rights, benefits, and obligations of Employee shall not be voluntarily or involuntarily assigned, alienated, or transferred, whether by operation of law or otherwise, without the prior written consent of Employer, other than in the case of death or incompetence of Employee.

6.8. This Agreement replaces and merges any previous agreements and discussions pertaining to the subject matter covered herein. This Agreement constitutes the entire agreement of the parties with regard to such subject matter, and contains all of the covenants, promises, representations, warranties, and agreements between the parties with respect such subject matter. Each party to this Agreement acknowledges that no representation, inducement, promise, or agreement, oral or written, has been made by either party with respect to such subject matter, which is not embodied herein, and that no agreement, statement, or promise relating to the employment of
Employee by Employer that is not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by each party whose rights hereunder are affected thereby, provided that any such modification must be authorized or approved by the Board of Directors of Employer.

IN WITNESS WHEREOF, Employer and Employee have duly executed this Agreement to be effective on the date first stated above.

BENCHMARK ENERGY CORPORATION

By:_____
Tari Bateman, Director, Secretary, Treasurer

EMPLOYEE

/s/Mark Bateman
Name: Mark Bateman

Date: September 7, 2011

EXHIBIT A
INDEMNIFICATION AGREEMENT

THIS AGREEMENT is made this 7th day of September, 2011, by and between Benchmark Energy Corporation, a Nevada corporation, (the "Company") and Mark Bateman (the "Indemnitee").

RECITALS

A. The Indemnitee has been requested to serve, or is presently serving, as a Director and/or an officer of the Company. The Company desires the Indemnitee to serve or to continue to serve in such capacity. The Company believes that the Indemnitee's undertaking or continued undertaking of such responsibilities is important to the Company and that the protection afforded by this Agreement will enhance the Indemnitee's ability to discharge such responsibilities under existing circumstances. The Indemnitee is willing, subject to certain conditions including without limitation the execution and performance of this Agreement by the Company and the Company's agreement to provide the Indemnitee at all times the broadest and most favorable (to Indemnitee) indemnification permitted by applicable law (whether by legislative action or judicial decision), to serve or to continue to serve in that capacity.

B. In addition to the indemnification to which the Indemnitee is entitled under the Certificate of Incorporation of the Company (the "Certificate") or the By-laws of the Company (the "By-laws"), the Company shall purchase and maintain insurance protecting its officers and directors and certain other persons (including the Indemnitee) against certain losses arising out of actual or threatened actions, suits or proceedings to which such persons may be made or threatened to be made parties ("D&O Insurance").

NOW, THEREFORE, for and in consideration of the premises, the mutual promises hereinafter set forth, the reliance of the Indemnitee hereon in continuing to serve the Company in his present capacity and in undertaking to serve the Company in any additional capacity or capacities, the Company and the Indemnitee agree as follows:

1. Indemnification - General. The Company shall indemnify and advance Expenses (as hereinafter defined) to Indemnitee to the fullest extent, and only to the extent, permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may thereafter from time to time permit. The rights of Indemnitee provided under the preceding sentence shall include, but shall not be limited to, the rights set forth in the other Sections of this Agreement. Although there can be no assurance as to the continuation or renewal of the D&O Insurance or that any such D&O Insurance will provide coverage for losses to which the Indemnitee may be exposed, the Company will use commercially reasonable efforts, taking into consideration availability of D&O Insurance in the marketplace, to continue D&O Insurance in effect at current levels for the duration of Indemnitee's service and for three (3) years thereafter.

2. Proceedings. Other than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the indemnification rights provided in this Section 2 if, by reason of his Corporate Status (as hereinafter defined), he is, or is threatened to be made, a party to, or otherwise incurs Expenses in connection with, any threatened, pending or completed Proceeding (as hereinafter defined), other than a Proceeding by or in the right of the Company. Pursuant to this Section 2, Indemnitee shall be indemnified against Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with such Proceeding or any claim, issue or matter therein, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal Proceeding, had no reasonable cause to believe his conduct was unlawful.

3. Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the indemnification rights provided in this Section 3, if, by reason of his Corporate Status, he is, or is threatened to be made, a party to, or otherwise incurs Expenses in connection with, any threatened, pending or completed Proceeding brought by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 3, Indemnitee shall be indemnified against Expenses actually and reasonably incurred by him or on his behalf in connection with such Proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Company. Notwithstanding the foregoing, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been

adjudged to be liable to the Company if applicable law prohibits such indemnification; provided, however, that, if applicable law so permits, indemnification against Expenses shall nevertheless be made by the Company despite such adjudication of liability, if and only to the extent that the Court of the State of Nevada, or the court in which such Proceeding shall have been brought or is pending, shall determine.

4. Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, he shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or on his behalf in connection with each successfully resolved claim, issue or matter. For the purposes of this Section 4 and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

5. Contribution. In the event that the indemnity contained in Sections 2, 3 or 4 of this Agreement is unavailable or insufficient to hold Indemnitee harmless in a Proceeding described therein, then in accordance with the non-exclusivity provisions of the Nevada Revised Statutes and the Certificate and By-laws, and separate from and in addition to, the indemnity provided elsewhere herein, the Company shall contribute to Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by or on behalf of Indemnitee in connection with such Proceeding or any claim, issue or matter therein, in such proportion as appropriately reflects the relative benefits received by, and fault of, the Company on the one hand and Indemnitee on the other in the acts, transactions or matters to which the Proceeding relates and other equitable considerations.

6. Procedure for Determination of Entitlement to Indemnification.

(a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The determination of Indemnitee's entitlement to indemnification shall be made not later than 60 days after receipt by the Company of the written request for indemnification. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board of Directors in writing that Indemnitee has requested indemnification.

(b) Indemnitee's entitlement to indemnification under any of Sections 2, 3, 4 and 5 of this Agreement shall be determined in the specific case: (i) by the Board of Directors by a majority vote of a quorum of the Board consisting of Disinterested Directors (as hereinafter defined); (ii) by Independent Counsel (as hereinafter defined), in a written opinion if a quorum of the Board of Directors consisting of Disinterested Directors is not obtainable or, even if obtainable, such quorum of Disinterested Directors so directs; or (iii) by the stockholders of the Company. If, with regard to Section 5 of this Agreement, such a determination is not permitted by law or if a quorum of Disinterested Directors so directs, such determination shall be made by the Court of the State of Nevada or the court in which the Proceeding giving rise to the claim for indemnification is brought.

(c) In the event that the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6(b) of this Agreement, the Independent Counsel shall be selected as provided in this Section 6(c). The Independent Counsel shall be selected by the Board of Directors, and the Company shall give written notice to Indemnitee advising him of the identity of the Independent Counsel so selected. Indemnitee may, within 7 days after receipt of such written notice of selection shall have been given, deliver to the Company a written objection to such selection. Such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 13 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. If such written objection is made, the Independent Counsel so selected shall be disqualified from acting as such. If, within 20 days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) of this Agreement, no Independent Counsel shall have been selected, or if selected shall have been objected to, in accordance with this Section 6(c), either the Company or Indemnitee may petition the Court of the State of Nevada for the appointment as Independent Counsel of a person selected by such court or by such other person as such court shall designate, and the

person so appointed shall act as Independent Counsel under Section 6(b) of this Agreement, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

7. Advancement of Expenses. The Company shall advance all reasonable Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding within 20 days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Indemnitee shall, and hereby undertakes to, repay any Expenses advanced if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such Expenses.

8. Presumptions and Effect of Certain Proceedings. The termination of any proceeding described in any of Sections 2, 3 or 4 of this Agreement, or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his conduct was unlawful.

9. Term of Agreement. All agreements and obligations of the Company contained herein shall commence as of the time the Indemnitee commenced to serve as a director, officer, employee or agent of the Company (or commenced to serve at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise) and shall continue for so long as Indemnitee shall so serve or shall be, or could become, subject to any possible Proceeding in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder for a minimum period of three years following date of termination of employment.

10. Notification and Defense of Claim. Promptly after receipt by Indemnitee of notice of the commencement of any Proceeding, Indemnitee will, if a claim in respect thereof is to be made against the Company under this Agreement, notify the Company of the commencement thereof; but the omission to notify the Company will not relieve it from any liability which it may have to Indemnitee otherwise than under this Agreement. With respect to any such Proceeding as to which Indemnitee notifies the Company of the commencement thereof:

(a) The Company will be entitled to participate therein at its own expense.

(b) Except as otherwise provided below, to the extent that it may wish, the Company jointly with any other indemnifying party similarly notified will be entitled to assume the defense thereof, with counsel satisfactory to Indemnitee. After notice from the Company to Indemnitee of its election so to assume the defense thereof, the Company will not be liable to Indemnitee under this Agreement for any legal or other Expenses subsequently incurred by Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided below. Indemnitee shall have the right to employ its counsel in such Proceeding but the fees and Expenses of such counsel incurred after notice from the Company of its assumption of the defense thereof shall be at the expense of Indemnitee unless (i) the employment of counsel by Indemnitee has been authorized by the Company, or (ii) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and Indemnitee in the conduct of the defense of such Proceeding, or (iii) the Company shall not in fact have employed counsel to assume the defense of such Proceeding, in each of which cases the fees and Expenses of counsel shall be at the expense of the Company. The Company shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Company or as to which Indemnitee shall have made the conclusion provided for in (ii) above.

(c) The Company shall not be liable to indemnify Indemnitee under this Agreement for any amounts paid in settlement of any Proceeding or claim effected without its written consent. The Company shall not settle any Proceeding or claim in any manner which would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Company nor Indemnitee will unreasonably withhold their consent to any proposed settlement.

11. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve or continue to serve as a director

and/or officer of the Company, and acknowledges that Indemnitee is relying upon this Agreement in serving or continuing to serve in such capacity.

(b) In the event Indemnitee is required to bring any action to enforce rights or to collect moneys due under this Agreement and is successful in such action, the Company shall reimburse Indemnitee for all of Indemnitee's reasonable fees and Expenses in bringing and pursuing such action.

12. Non-Exclusivity of Rights. The rights of indemnification and to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate, the By-laws, any agreement, a vote of stockholders or a resolution of directors, or otherwise.

13. Definitions. For purposes of this Agreement:

(a) "Corporate Status" describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which such person is or was serving at the request of the Company.

(b) "Disinterested Director" means a director of the Company who is not and was not at any time a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(c) "Expenses" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or Expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend or investigating a Proceeding.

(d) "Independent Counsel" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

(e) "Proceeding" includes any action, suit, arbitration, alternate dispute resolution mechanism, investigation, administrative hearing or any other proceeding whether civil, criminal, administrative or investigative.

14. Severability. Each of the provisions of this Agreement is a separate and distinct agreement and independent of the others, so that if any provision hereof shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions hereof.

15. Governing Law; Binding Effect; Amendment and Termination.

(a) THIS AGREEMENT SHALL BE INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA, EXCLUDING ANY CONFLICT-OFLAW RULE OR PRINCIPLE THAT MIGHT REFER TO THE LAWS OF ANOTHER STATE OR COUNTRY.

(b) This Agreement shall be binding upon Indemnitee and upon the Company, its successors and assigns, and shall inure to the benefit of Indemnitee, his heirs, personal representatives and assigns and to the benefit of the Company, its successors and assigns.

(c) No amendment, modification, termination or cancellation of this Agreement shall be effective unless in writing by the parties. The parties have executed this Agreement as of the day and year first above written.

BENCHMARK ENERGY CORPORATION
By:

/s/ Tari Bateman
Tari Bateman
Secretary, Treasurer

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement ("Agreement") and Exhibit A, is entered into by and between Benchmark Energy Corporation, a Nevada corporation having offices at 1095 Evergreen Circle, Suite 200, The Woodlands, TX 77380 ("Employer"), and Tari Bateman, an individual currently residing at 321 Southwood Shores Drive, Coldspring, TX 77331 ("Employee"), to be effective on the later of the date of execution of this Agreement by the parties hereto or the date of approval of this Agreement by the Board of Directors of Employer pursuant to the provisions of Section 6.2 (the "Effective Date").

WITNESSETH:

WHEREAS, Employer is desirous of employing Employee pursuant to the terms and conditions and for the consideration set forth in this Agreement, and Employee is desirous of entering the employ of Employer pursuant to such terms and conditions and for such consideration.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations contained herein, Employer and Employee agree as follows:

ARTICLE 1: EMPLOYMENT AND DUTIES:

1.1. Employer agrees to employ Employee, and Employee agrees to be employed by Employer, beginning as of the Inception Date of the corporation, August 5, 2011, and continuing for a term of three years, subject to the terms and conditions of this Agreement. The contract is automatically renewable at the end of the term for another three-year term unless terminated in writing by one of the parties.

1.2. Beginning on the Effective Date, and retroactively to August 5, 2011, Employee shall be and shall have been, employed as Chief Operating Officer, Secretary and Treasurer of Employer. Employee agrees to serve in the assigned position and to perform diligently and to the best of Employee's abilities the duties and services appertaining to such position as determined by Employer, as well as such additional or different duties and services appropriate to such position which Employee from time to time may be reasonably directed to perform by Employer. Employee shall be elected to serve as a member of Employer's Board of Directors. Employee shall at all times comply with and be subject to such policies and procedures as Employer may establish from time to time.

1.3. Employee shall, during the period of Employee's employment by Employer, devote Employee's full business time, energy, and best efforts to the business and affairs of Employer. Employee may not engage, directly or indirectly, in any other business, investment, or activity that interferes with Employee's performance of Employee's duties hereunder, is contrary to the interests of Employer, or requires any significant portion of Employee's business time. The foregoing notwithstanding, the parties recognize and agree that Employee may engage in passive personal investments and other business activities which do not conflict with the business and affairs of the Employer or interfere with Employee's performance of his duties hereunder. In that regard, Employee may serve on the board of directors of up to three corporations of his choice, so long as service on any such board simultaneously with his service on Employer's Board of Directors does not constitute a violation of federal statutory provisions, or related rules and regulations, pertaining to interlocking directorships and the meeting times of such boards of directors do not conflict with the meeting times of Employer's Board of Directors. Except as provided in the preceding sentence, Employee may not serve on the board of directors of any entity other than the Employer during the Term without the approval of the Audit Committee of the Employer's Board of Directors in accordance with the Employer's policies and procedures regarding such service, which approval will not be unreasonably withheld. Employee shall be permitted to retain any compensation received for service on other corporations' boards of directors.

1.4. Employee acknowledges and agrees that Employee owes a fiduciary duty of loyalty, fidelity and allegiance to act at all times in the best interests of the Employer and to do no act which would intentionally injure Employer's business, its interests, or its reputation. It is agreed that any direct or indirect interest in, connection with, or benefit from any outside activities, particularly commercial activities, which interest might in any way adversely affect Employer, or any of its affiliates, involves a possible conflict of interest. In keeping with Employee's fiduciary duties to Employer, Employee agrees that Employee shall not knowingly become involved in a conflict of interest with Employer, or its affiliates, or upon discovery thereof, allow such a conflict to continue. Moreover, Employee agrees that Employee shall disclose to the Audit Committee of the Employer's Board of Directors any facts which might involve a possible conflict of interest.

1.5. Effective as of the Effective Date, Employer and Employee shall enter into an Indemnification Agreement containing the terms and conditions set forth in Exhibit A attached to, and forming a part of, this Agreement.

ARTICLE 2: COMPENSATION AND BENEFITS:

2.1. The Employee's base annual salary shall be $105,000 which shall be paid in accordance with Employer's standard payroll practice for its executives. Employee shall be entitled to salary increases and bonuses as deemed by the Board of Directors.

2.2. Employee has the right to participate in any Employee Stock Option Plan as the Company may put in place in the future.

2.3. From and after August 5, 2011, Employer shall pay, or reimburse Employee, for all ordinary, reasonable and necessary expenses which Employee incurs in performing his duties under this Agreement including, but not limited to, travel, entertainment, professional dues and subscriptions, and all dues, fees and expenses associated with membership in various professional, business and civic associations and societies of which Employee's participation is in the best interest of Employer. Employee must follow Company’s Expense Reimbursement Policy and must provide an Expense report and receipts for any expense over $25 in order to be reimbursed.

2.4. While employed by Employer, Employee shall be allowed to participate, on the same basis generally as other employees of Employer, in all general employee benefit plans and programs, including improvements or modifications of the same, which on the effective date or thereafter are made available by Employer to all or substantially all of Employer's executive employees. Such benefits, plans, and programs may include, without limitation, medical, health, and dental care, life insurance, disability protection, and qualified retirement plans. Except as specifically provided herein, nothing in this Agreement is to be construed or interpreted to provide greater rights, participation, coverage, or benefits under such benefit plans or programs than provided to executive employees pursuant to the terms and conditions of such benefit plans and programs.

2.5. Employer shall not by reason of this Article 2 be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any incentive compensation or employee benefit program or plan, so long as such actions are similarly applicable to covered employees generally.

2.6. Employer may withhold from any compensation, benefits, or amount payable under this Agreement all federal, state, city, or other taxes as may be required pursuant to any law or governmental regulation or ruling.

ARTICLE 3: TERMINATION PRIOR TO EXPIRATION OF TERM AND EFFECTS OF SUCH TERMINATION:

3.1. Employee's employment with Employer shall be terminated (i) upon the death of Employee, (ii) upon Employee's permanent disability (permanent disability being defined as Employee's physical or mental incapacity to perform his usual duties as an employee with such condition likely to remain continuously and permanently); provided, however, that in such event, Employee's employment shall be continued hereunder for a period of not less than one year from the date of such disability, but not beyond the end of the Term, with Employee's base salary during such period to be reduced by any Employer-financed disability benefits, or (iii) subject to the provisions of clause (ii), at any time during the Term by Employer upon notice to Employee or by Employee upon 60 days' notice to Employer for any or no reason.

3.2. If Employee's employment is terminated by reason of a "Voluntary Termination" (as hereinafter defined), the death of Employee, permanent disability of Employee (as defined in Section 3.1) or by the Employer for "Cause" (as hereinafter defined), all future compensation to which Employee is otherwise entitled and all future benefits for which Employee is eligible shall be payable for a period of 90 days as of the date of termination, except as otherwise specifically provided in this Section 3.2. Employee, or his estate in the case of Employee's death, shall be entitled to pro rata base salary through the date of such termination and shall be entitled to any individual bonuses or individual incentive compensation not yet paid but due under Employer's plans but shall not be entitled to any other payments by or on behalf of Employer except for those which may be payable pursuant to the terms of Employer's employee benefit plans (as hereinafter defined). Employer shall carry all insurances already in existence on Employee for a minimum of twelve months following a Voluntary Termination. For purposes of this Section 3.2, a "Voluntary Termination" of the employment relationship by Employee prior to expiration of the Term shall be a termination of employment in the sole discretion of and at the election of Employee, other than (i) a termination of Employee's employment because of a material breach by Employer of any material provision of this Agreement which remains uncorrected for thirty (30) days following written notice of such breach by Employee to Employer or (ii) a termination of Employee's employment within six (6) months of a material reduction in Employees' rank or responsibility with Employer. For purposes of this Section 3.2, the term "Cause" shall mean any of (i) Employee's gross negligence or willful misconduct in the performance of the duties and services required of Employee pursuant to this Agreement;(ii) Employee's final conviction of a felony; or (iii) Employee's material breach of any material provision of this Agreement which remains uncorrected for thirty (30) days following written notice to Employee by Employer of such breach.

3.3. If Employee's employment is terminated for any reason other than as described in Section 3.2 above during the Term, Employer shall pay to Employee a severance benefit consisting of a single lump sum cash payment equal to the value of any shares of Employer's common stock (based upon the closing price of Employer's common stock on the date of termination of employment) which were granted to Employee pursuant to Section 2.4 and which are forfeited as a result of Employee's termination of employment plus one year’s base salary as described in Article 2.1 above. Such severance benefit shall be paid no later than forty-five (45) days following Employee's termination of employment. The severance benefit paid pursuant to this Section 3.3 to Employee shall be in consideration of Employee's continuing obligations hereunder after such termination (including, without limitation, Employee's non-competition obligations). Employee shall not be under any duty or obligation to seek or accept other employment following a termination of employment pursuant to which severance benefit payments under this Section 3.3 are owing and the amounts due Employee pursuant to this Section 3.3 shall not be reduced or suspended if Employee accepts subsequent employment or earns any amounts as a self-employed individual. Employer shall carry all insurances already in existence on Employee for a minimum of twelve months following the termination. Employee's rights under this Section 3.3 are Employee's sole and exclusive rights against the Employer or its affiliates and the Employer's sole and exclusive liability to Employee under this

Agreement, in contract, tort or otherwise, for the termination of his employment relationship with Employer. Employee covenants not to sue or lodge any claim, demand or cause of action against Employer based upon Employee's termination of employment for any monies other than those specified in this Section 3.3. If Employee breaches this covenant, Employer shall be entitled to recover from Employee all sums expended by Employer (including costs and attorneys' fees), in connection with such suit, claim, demand or cause of action. Nothing contained in this Section 3.3 shall be construed to be a waiver by Employee of any benefits accrued for or due Employee under any employee benefit plan maintained by Employer.

3.4. It is expressly acknowledged and agreed that the decision as to whether "Cause" exists for termination of the employment relationship by the Employer and whether and as of what date Employee has become permanently disabled is delegated to the Board of Directors of Employer for determination. If the Employee is terminated for cause, Employer shall pay to Employee a severance benefit 90 days of base salary as described in Article 2.1 above. If Employee disagrees with the decision reached by Employer, the dispute will be limited to whether the Board of Directors of Employer reached this decision in good faith.

3.5. Termination of the employment relationship does not terminate those obligations imposed by this Agreement which are continuing obligations, including, without limitation, Employee's obligations under Articles 4 and 5.

ARTICLE 4: OWNERSHIP AND PROTECTION OF INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION:

4.1. All information, ideas, concepts, improvements, discoveries, and inventions, whether patentable or not, which are conceived, made, developed or acquired by Employee, individually or in conjunction with others, during Employee's employment by Employer (whether during business hours or otherwise and whether on Employer's premises or otherwise) which relate to Employer's business, products or services (including, without limitation, all such information relating to corporate opportunities, research, financial and sales data, pricing and trading terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or their requirements, the identity of key contacts within the customer's organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names, and marks), and all writings or materials of any type embodying any of such items, shall be disclosed to Employer and are and shall be the sole and exclusive property of Employer.

4.2. Employee acknowledges that the businesses of Employer and its affiliates are highly competitive and that their strategies, methods, books, records, and documents, their technical information concerning their products, equipment, services, and processes, procurement procedures and pricing techniques, the names of and other information (such as credit and financial data) concerning their customers and business affiliates, all comprise confidential business information and trade secrets which are valuable, special, and unique assets which Employer, or its affiliates use in their business to obtain a competitive advantage over their competitors. Employee further acknowledges that protection of such confidential business information and trade secrets against unauthorized disclosure and use is of critical importance to Employer, and its affiliates in maintaining their competitive position. Employee hereby agrees that Employee will not, at any time during or after his employment by Employer, make any unauthorized disclosure of any confidential business information or trade secrets of Employer, or its affiliates, or make any use thereof, except in the carrying out of his employment responsibilities hereunder. The above notwithstanding, a disclosure shall not be unauthorized if (i) it is required by law or by a court of competent jurisdiction or (ii) it is in connection with any judicial or other legal proceeding in which Employee's legal rights and obligations as an employee or under this Agreement are at issue; provided,

however, that Employee shall, to the extent practicable and lawful in any such events, give prior notice to Employer of his intent to disclose any such confidential business information in such context so as to allow Employer an opportunity (which Employee will not oppose) to obtain such protective orders or similar relief with respect thereto as it may deem appropriate.

4.3. All written materials, records, and other documents made by, or coming into the possession of, Employee during the period of Employee's employment by Employer which contain or disclose confidential business information or trade secrets of Employer, or its affiliates shall be and remain the property of Employer, or its affiliates, as the case may be. Upon termination of Employee's employment by Employer, for any reason, Employee promptly shall deliver the same, and all copies thereof, to Employer.

ARTICLE 5: POST-EMPLOYMENT AND NON-COMPETITION OBLIGATIONS:

5.1. As part of the consideration for the compensation and benefits to be paid to Employee hereunder, and as an additional incentive for Employer to enter into this Agreement, Employer and Employee agree to the non-competition provisions of this Article 5. Employee agrees that during the period of Employee's non-competition obligations hereunder, Employee will not, directly or indirectly for Employee or for others, in any geographic area or market where Employer or any of their affiliated companies are conducting any business (other than de minimis business operations) as of the date of termination of the employment relationship or have during the previous twelve months conducted any business (other than de minimis business operations): (i) engage in any business directly competitive with any business(other than de minimis business operations) conducted by Employer or any of Employer's affiliates; (ii) render advice or services to, or otherwise assist, any other person, association, or entity who is engaged, directly or indirectly, in any business directly competitive with any business (other than de minimis business operations) conducted by Employer or any of Employer's affiliates; or (iii) induce any employee of Employer or any of its affiliates (other than Employee's personal secretary or administrative assistant)to terminate his employment with Employer, or its affiliates, or hire or assist in the hiring of any such induced employee by any person, association, or entity not affiliated with Employer. These non-competition obligations shall extend until two years after termination of the employment relationship between Employer and Employee. The above notwithstanding, nothing in this Section 5.1 shall prohibit Employee from engaging in or being employed by any entity that engages in the provision of management consulting or other consulting services to third parties, even where such entity on occasion renders advice or services to, or otherwise assists, any other person, association, or entity who is engaged, directly or indirectly, in any business directly competitive with any business conducted by Employer or any of Employer's affiliates, so long as Employee does not personally, directly or indirectly (A) participate in rendering such advice, services or assistance to any such competing person, association or entity, (B) provide any information or other assistance to any other person employed by Employee or by any such consulting entity for use, directly or indirectly, in rendering such assistance to any competing person, association or entity or (C) engage in any conduct which would be in violation of the provisions of Article 4 hereof.

5.2. Employee understands that the foregoing restrictions may limit his ability to engage in certain businesses anywhere in the world during the period provided for above, but acknowledges that Employee will receive sufficiently high remuneration and other benefits under this Agreement to justify such restriction. Employee acknowledges that money damages would not be sufficient remedy for any breach of this Article 5 by Employee, and agrees that Employer, on its own behalf or on behalf of any of its affiliates, shall be entitled to specific performance and injunctive relief as remedies for such breach or any threatened breach. Such remedies shall not be deemed the exclusive remedies for a breach of this Article 5, but shall be in addition to all remedies available at law or in equity to Employer, including, without limitation, the recovery of damages from Employee and his agents involved in such breach.

5.3. It is expressly understood and agreed that Employer and Employee consider the restrictions contained in this Article 5 to be reasonable and necessary to protect the proprietary information and/or goodwill of Employer and its affiliates. Nevertheless, if any of the aforesaid restrictions are found by a court having jurisdiction to be unreasonable, or overly broad as to geographic area or time, or otherwise unenforceable, the parties intend for the restrictions therein set forth to be modified by such courts so as to be reasonable and enforceable and, as so modified by the court, to be fully enforced.

ARTICLE 6: MISCELLANEOUS:

6.1. For purposes of this Agreement, (i) the terms "affiliates" or "affiliated" means an entity who directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Employer or in which Employer has a 50% or more equity interest, and (ii) any action or omission permitted to be taken or omitted by Employer hereunder shall only be taken or omitted by Employer upon the express authority of the Board of Directors of Employer or of any Committee of the Board to which authority over such matters may have been delegated.

6.2. Although executed and delivered by the parties hereto, this Agreement shall not become effective until such time as the Board of Directors of Employer has expressly approved this Agreement. Employer agrees to notify Employee promptly of the date of such approval.

6.3. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been duly given when received by or tendered to Employee or Employer, as applicable, by pre-paid courier or by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows: (i) If to Employer, to Innovative Graphic Packaging, Inc. at its corporate headquarters to the attention of the General Counsel of the Company. (ii) If to Employee, to his last known personal residence.

6.4. This Agreement shall be governed in all respects by the laws of the State of Nevada, excluding any conflict-of-law rule or principle that might refer to the laws of another State or country.

6.5. No failure by either party hereto at any time to give notice of any breach by the other party of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

6.6. It is a desire and intent of the parties that the terms, provisions, covenants, and remedies contained in this Agreement shall be enforceable to the fullest extent permitted by law. If any such term, provision, covenant, or remedy of this Agreement or the application thereof to any person, association, or entity or circumstances shall, to any extent, be construed to be invalid or unenforceable in whole or in part, then such term, provision, covenant, or remedy shall be construed in a manner so as to permit its enforceability under the applicable law to the fullest extent permitted by law. In any case, the remaining provisions of this Agreement or the application thereof to any person, association, or entity or circumstances other than those to which they have been held invalid or unenforceable, shall remain in full force and effect.

6.7. This Agreement shall be binding upon and inure to the benefit of Employer and any other person, association, or entity which may hereafter acquire or succeed to all or substantially all of the business or assets of Employer by any means whether direct or indirect, by purchase, merger, consolidation, or otherwise. Employee's rights and obligations under this Agreement are personal and such rights, benefits, and obligations of Employee shall not be voluntarily or involuntarily assigned, alienated, or transferred, whether by operation of law or otherwise, without the prior written consent of Employer, other than in the case of death or incompetence of Employee.

6.8. This Agreement replaces and merges any previous agreements and discussions pertaining to the subject matter covered herein. This Agreement constitutes the entire agreement of the parties with regard to such subject matter, and contains all of the covenants, promises, representations, warranties, and agreements between the parties with respect such subject matter. Each party to this Agreement acknowledges that no representation, inducement, promise, or agreement, oral or written, has been made by either party with respect to such subject matter, which is not embodied herein, and that no agreement, statement, or promise relating to the employment of
Employee by Employer that is not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by each party whose rights hereunder are affected thereby, provided that any such modification must be authorized or approved by the Board of Directors of Employer.

IN WITNESS WHEREOF, Employer and Employee have duly executed this Agreement to be effective on the date first stated above.

BENCHMARK ENERGY CORPORATION

By: /s/Mark Bateman
Mark Bateman, President, Director

EMPLOYEE

/s/ Tari Bateman
Name: Tari Bateman

Date: September 7, 2011

EXHIBIT A
INDEMNIFICATION AGREEMENT

THIS AGREEMENT is made this 7th day of September, 2011, by and between Benchmark Energy Corporation, a Nevada corporation, (the "Company") and Tari Bateman (the "Indemnitee").

RECITALS

A. The Indemnitee has been requested to serve, or is presently serving, as a Director and/or an officer of the Company. The Company desires the Indemnitee to serve or to continue to serve in such capacity. The Company believes that the Indemnitee's undertaking or continued undertaking of such responsibilities is important to the Company and that the protection afforded by this Agreement will enhance the Indemnitee's ability to discharge such responsibilities under existing circumstances. The Indemnitee is willing, subject to certain conditions including without limitation the execution and performance of this Agreement by the Company and the Company's agreement to provide the Indemnitee at all times the broadest and most favorable (to Indemnitee) indemnification permitted by applicable law (whether by legislative action or judicial decision), to serve or to continue to serve in that capacity.

B. In addition to the indemnification to which the Indemnitee is entitled under the Certificate of Incorporation of the Company (the "Certificate") or the By-laws of the Company (the "By-laws"), the Company shall purchase and maintain insurance protecting its officers and directors and certain other persons (including the Indemnitee) against certain losses arising out of actual or threatened actions, suits or proceedings to which such persons may be made or threatened to be made parties ("D&O Insurance").

NOW, THEREFORE, for and in consideration of the premises, the mutual promises hereinafter set forth, the reliance of the Indemnitee hereon in continuing to serve the Company in his present capacity and in undertaking to serve the Company in any additional capacity or capacities, the Company and the Indemnitee agree as follows:

1. Indemnification - General. The Company shall indemnify and advance Expenses (as hereinafter defined) to Indemnitee to the fullest extent, and only to the extent, permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may thereafter from time to time permit. The rights of Indemnitee provided under the preceding sentence shall include, but shall not be limited to, the rights set forth in the other Sections of this Agreement. Although there can be no assurance as to the continuation or renewal of the D&O Insurance or that any such D&O Insurance will provide coverage for losses to which the Indemnitee may be exposed, the Company will use commercially reasonable efforts, taking into consideration availability of D&O Insurance in the marketplace, to continue D&O Insurance in effect at current levels for the duration of Indemnitee's service and for three (3) years thereafter.

2. Proceedings. Other than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the indemnification rights provided in this Section 2 if, by reason of his Corporate Status (as hereinafter defined), he is, or is threatened to be made, a party to, or otherwise incurs Expenses in connection with, any threatened, pending or completed Proceeding (as hereinafter defined), other than a Proceeding by or in the right of the Company. Pursuant to this Section 2, Indemnitee shall be indemnified against Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with such Proceeding or any claim, issue or matter therein, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal Proceeding, had no reasonable cause to believe his conduct was unlawful.

3. Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the indemnification rights provided in this Section 3, if, by reason of his Corporate Status, he is, or is threatened to be made, a party to, or otherwise incurs Expenses in connection with, any threatened, pending or completed Proceeding brought by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 3, Indemnitee shall be indemnified against Expenses actually and reasonably incurred by him or on his behalf in connection with such Proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Company. Notwithstanding the foregoing, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been

adjudged to be liable to the Company if applicable law prohibits such indemnification; provided, however, that, if applicable law so permits, indemnification against Expenses shall nevertheless be made by the Company despite such adjudication of liability, if and only to the extent that the Court of the State of Nevada, or the court in which such Proceeding shall have been brought or is pending, shall determine.

4. Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, he shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or on his behalf in connection with each successfully resolved claim, issue or matter. For the purposes of this Section 4 and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

5. Contribution. In the event that the indemnity contained in Sections 2, 3 or 4 of this Agreement is unavailable or insufficient to hold Indemnitee harmless in a Proceeding described therein, then in accordance with the non-exclusivity provisions of the Nevada Revised Statutes and the Certificate and By-laws, and separate from and in addition to, the indemnity provided elsewhere herein, the Company shall contribute to Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by or on behalf of Indemnitee in connection with such Proceeding or any claim, issue or matter therein, in such proportion as appropriately reflects the relative benefits received by, and fault of, the Company on the one hand and Indemnitee on the other in the acts, transactions or matters to which the Proceeding relates and other equitable considerations.

6. Procedure for Determination of Entitlement to Indemnification.

(a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The determination of Indemnitee's entitlement to indemnification shall be made not later than 60 days after receipt by the Company of the written request for indemnification. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board of Directors in writing that Indemnitee has requested indemnification.

(b) Indemnitee's entitlement to indemnification under any of Sections 2, 3, 4 and 5 of this Agreement shall be determined in the specific case: (i) by the Board of Directors by a majority vote of a quorum of the Board consisting of Disinterested Directors (as hereinafter defined); (ii) by Independent Counsel (as hereinafter defined), in a written opinion if a quorum of the Board of Directors consisting of Disinterested Directors is not obtainable or, even if obtainable, such quorum of Disinterested Directors so directs; or (iii) by the stockholders of the Company. If, with regard to Section 5 of this Agreement, such a determination is not permitted by law or if a quorum of Disinterested Directors so directs, such determination shall be made by the Court of the State of Nevada or the court in which the Proceeding giving rise to the claim for indemnification is brought.

(c) In the event that the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6(b) of this Agreement, the Independent Counsel shall be selected as provided in this Section 6(c). The Independent Counsel shall be selected by the Board of Directors, and the Company shall give written notice to Indemnitee advising him of the identity of the Independent Counsel so selected. Indemnitee may, within 7 days after receipt of such written notice of selection shall have been given, deliver to the Company a written objection to such selection. Such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 13 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. If such written objection is made, the Independent Counsel so selected shall be disqualified from acting as such. If, within 20 days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) of this Agreement, no Independent Counsel shall have been selected, or if selected shall have been objected to, in accordance with this Section 6(c), either the Company or Indemnitee may petition the Court of the State of Nevada for the appointment as Independent Counsel of a person selected by such court or by such other person as such court shall designate, and the

person so appointed shall act as Independent Counsel under Section 6(b) of this Agreement, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

7. Advancement of Expenses. The Company shall advance all reasonable Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding within 20 days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Indemnitee shall, and hereby undertakes to, repay any Expenses advanced if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such Expenses.

8. Presumptions and Effect of Certain Proceedings. The termination of any proceeding described in any of Sections 2, 3 or 4 of this Agreement, or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his conduct was unlawful.

9. Term of Agreement. All agreements and obligations of the Company contained herein shall commence as of the time the Indemnitee commenced to serve as a director, officer, employee or agent of the Company (or commenced to serve at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise) and shall continue for so long as Indemnitee shall so serve or shall be, or could become, subject to any possible Proceeding in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder for a minimum period of three years following date of termination of employment.

10. Notification and Defense of Claim. Promptly after receipt by Indemnitee of notice of the commencement of any Proceeding, Indemnitee will, if a claim in respect thereof is to be made against the Company under this Agreement, notify the Company of the commencement thereof; but the omission to notify the Company will not relieve it from any liability which it may have to Indemnitee otherwise than under this Agreement. With respect to any such Proceeding as to which Indemnitee notifies the Company of the commencement thereof:

(a) The Company will be entitled to participate therein at its own expense.

(b) Except as otherwise provided below, to the extent that it may wish, the Company jointly with any other indemnifying party similarly notified will be entitled to assume the defense thereof, with counsel satisfactory to Indemnitee. After notice from the Company to Indemnitee of its election so to assume the defense thereof, the Company will not be liable to Indemnitee under this Agreement for any legal or other Expenses subsequently incurred by Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided below. Indemnitee shall have the right to employ its counsel in such Proceeding but the fees and Expenses of such counsel incurred after notice from the Company of its assumption of the defense thereof shall be at the expense of Indemnitee unless (i) the employment of counsel by Indemnitee has been authorized by the Company, or (ii) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and Indemnitee in the conduct of the defense of such Proceeding, or (iii) the Company shall not in fact have employed counsel to assume the defense of such Proceeding, in each of which cases the fees and Expenses of counsel shall be at the expense of the Company. The Company shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Company or as to which Indemnitee shall have made the conclusion provided for in (ii) above.

(c) The Company shall not be liable to indemnify Indemnitee under this Agreement for any amounts paid in settlement of any Proceeding or claim effected without its written consent. The Company shall not settle any Proceeding or claim in any manner which would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Company nor Indemnitee will unreasonably withhold their consent to any proposed settlement.

11. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve or continue to serve as a director

and/or officer of the Company, and acknowledges that Indemnitee is relying upon this Agreement in serving or continuing to serve in such capacity.

(b) In the event Indemnitee is required to bring any action to enforce rights or to collect moneys due under this Agreement and is successful in such action, the Company shall reimburse Indemnitee for all of Indemnitee's reasonable fees and Expenses in bringing and pursuing such action.

12. Non-Exclusivity of Rights. The rights of indemnification and to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate, the By-laws, any agreement, a vote of stockholders or a resolution of directors, or otherwise.

13. Definitions. For purposes of this Agreement:

(a) "Corporate Status" describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which such person is or was serving at the request of the Company.

(b) "Disinterested Director" means a director of the Company who is not and was not at any time a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(c) "Expenses" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or Expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend or investigating a Proceeding.

(d) "Independent Counsel" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

(e) "Proceeding" includes any action, suit, arbitration, alternate dispute resolution mechanism, investigation, administrative hearing or any other proceeding whether civil, criminal, administrative or investigative.

14. Severability. Each of the provisions of this Agreement is a separate and distinct agreement and independent of the others, so that if any provision hereof shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions hereof.

15. Governing Law; Binding Effect; Amendment and Termination.

(a) THIS AGREEMENT SHALL BE INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA, EXCLUDING ANY CONFLICT-OFLAW RULE OR PRINCIPLE THAT MIGHT REFER TO THE LAWS OF ANOTHER STATE OR COUNTRY.

(b) This Agreement shall be binding upon Indemnitee and upon the Company, its successors and assigns, and shall inure to the benefit of Indemnitee, his heirs, personal representatives and assigns and to the benefit of the Company, its successors and assigns.

(c) No amendment, modification, termination or cancellation of this Agreement shall be effective unless in writing by the parties. The parties have executed this Agreement as of the day and year first above written.

BENCHMARK ENERGY CORPORATION
By:

/s/Mark Bateman
Mark Bateman
President

INDEMNIFICATION AGREEMENT

THIS AGREEMENT is made this 7th day of September, 2011, by and between Benchmark Energy Corporation, a Nevada corporation, (the "Company") and Ben Yantis (the "Indemnitee").

RECITALS

A. The Indemnitee has been requested to serve, or is presently serving, as a Director and/or an officer of the Company. The Company desires the Indemnitee to serve or to continue to serve in such capacity. The Company believes that the Indemnitee's undertaking or continued undertaking of such responsibilities is important to the Company and that the protection afforded by this Agreement will enhance the Indemnitee's ability to discharge such responsibilities under existing circumstances. The Indemnitee is willing, subject to certain conditions including without limitation the execution and performance of this Agreement by the Company and the Company's agreement to provide the Indemnitee at all times the broadest and most favorable (to Indemnitee) indemnification permitted by applicable law (whether by legislative action or judicial decision), to serve or to continue to servein that capacity.

B. In addition to the indemnification to which the Indemnitee is entitled under the Certificate of Incorporation of the Company (the "Certificate") or the By-laws of the Company (the "By-laws"), the Company shall purchase and maintain insurance protecting its officers and directors and certain other persons (including the Indemnitee) against certain losses arising out of actual or threatened actions, suits or proceedings to which such persons may be made or threatened to be made parties ("D&O Insurance").

NOW, THEREFORE, for and in consideration of the premises, the mutual promises hereinafter set forth, the reliance of the Indemnitee hereon in continuing to serve the Company in his present capacity and in undertaking toserve the Company in any additional capacity or capacities, the Company and the Indemnitee agree as follows:

1. Indemnification - General. The Company shall indemnify andadvance Expenses (as hereinafter defined) to Indemnitee to the fullest extent, and only to the extent, permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may thereafter from time to time permit. The rights of Indemnitee provided under the preceding sentence shall include, but shall not be limited to, the rights set forth in the other Sections of this Agreement. Although there can be no assurance as to the continuation or renewal of the D&O Insurance or that any such D&O Insurance will provide coverage for losses to which the Indemnitee may be exposed, the Company will use commercially reasonable efforts, taking into consideration availability of D&O Insurance in the marketplace, to continue D&O Insurance in effect at current levels for the duration of Indemnitee's service and for three (3) years thereafter.

2. Proceedings. Other than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the indemnification rights provided in this Section 2 if, by reason of his Corporate Status (as hereinafter defined), he is, or is threatened to be made, a party to, or otherwise incurs Expenses in connection with, any threatened, pending or completed Proceeding (as hereinafter defined), other than a Proceeding by or in the right of the Company. Pursuant to this Section 2, Indemnitee shall be indemnified against Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with such Proceeding or any claim, issue or matter therein, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal Proceeding, had no reasonable cause to believe his conduct was unlawful.

3. Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the indemnification rights provided in this Section 3, if, by reason of his Corporate Status, he is, or is threatened to be made, a party to, or otherwise incurs Expenses in connection with, any threatened, pending or completed Proceeding brought by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 3, Indemnitee shall be indemnified against Expenses actually and reasonably incurred by him or on his behalf in connection with such Proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Company. Notwithstanding the foregoing, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged to be liable to the Company if applicable law prohibits such indemnification; provided, however, that, if applicable law so permits, indemnification against Expenses shall nevertheless be made by the Company

despite such adjudication of liability, if and only to the extent that the Court of the State of Nevada, or the court in which such Proceeding shall have been brought or is pending, shall determine.

4. Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, he shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or on his behalf in connection with each successfully resolved claim, issue or matter. For the purposes of this Section 4 and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

5. Contribution. In the event that the indemnity contained inSections 2, 3 or 4 of this Agreement is unavailable or insufficient to hold Indemnitee harmless in a Proceeding described therein, then in accordance with the non-exclusivity provisions of the Nevada Revised Statutes and the Certificate and By-laws, and separate from and in addition to, the indemnity provided elsewhere herein, the Company shall contribute to Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by or on behalf of Indemnitee in connection with such Proceeding or any claim, issue or matter therein, in such proportion as appropriately reflects the relative benefits received by, and fault of, the Company on the one hand and Indemnitee on the other in the acts, transactions or matters to which the Proceeding relates and other equitable considerations.

6. Procedure for Determination of Entitlement to Indemnification.

(a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The determination of Indemnitee's entitlement to indemnification shall be made not later than 60 days after receipt by the Company of the written request for indemnification. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board of Directors in writing that Indemnitee has requested indemnification.

(b) Indemnitee's entitlement to indemnification under any of Sections 2, 3, 4 and 5 of this Agreement shall be determined in the specific case: (i) by the Board of Directors by a majority vote of a quorum of the Board consisting of Disinterested Directors (as hereinafter defined); (ii) by Independent Counsel (as hereinafter defined), in a written opinion if aquorum of the Board of Directors consisting of Disinterested Directors is not obtainable or, even if obtainable, such quorum of Disinterested Directors so directs; or (iii) by the stockholders of the Company. If, with regard to Section 5 of this Agreement, such a determination is not permitted by law or if a quorum of Disinterested Directors so directs, such determination shall be made by the Court of the State ofNevada or the court in which the Proceeding giving rise to the claim for indemnification is brought.

(c) In the event that the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6(b) of this Agreement, the Independent Counsel shall be selected as provided in this Section 6(c). The Independent Counsel shall be selected by the Board of Directors, and the Company shall give written notice to Indemnitee advising him of the identity of the Independent Counsel so selected. Indemnitee may, within 7 days after receipt of such written notice of selection shall have been given, deliver to the Company a written objection to such selection. Such objection may be asserted only on the ground that the IndependentCounsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 13 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. If such written objection is made, the Independent Counsel so selected shall be disqualified from acting as such. If, within 20 days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) of this Agreement, no Independent Counsel shall have been selected, or if selected shall have been objected to, in accordance with this Section 6(c), either the Company or Indemnitee may petition the Court of the State of Nevada for the appointment as Independent Counsel of a person selected by such court or by such other person as such court shall designate, and the person so appointed shall act as Independent Counsel under Section 6(b) of this Agreement, and the

Company shall pay all reasonable fees and expenses incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

7. Advancement of Expenses. The Company shall advance all reasonable Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding within 20 days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from timeto time, whether prior to or after final disposition of such Proceeding. Indemnitee shall, and hereby undertakes to, repay any Expenses advanced if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such Expenses.

8. Presumptions and Effect of Certain Proceedings. The termination of any proceeding described in any of Sections 2, 3 or 4 of this Agreement, or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his conduct was unlawful.

9. Term of Agreement. All agreements and obligations of the Company contained herein shall commence as of the time the Indemnitee commenced to serve as a director, officer, employee or agent of the Company (or commenced to serve at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise) and shall continue for so long as Indemnitee shall so serve or shall be, or could become, subject to any possible Proceeding in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunderfor a minimum period of three years following date of termination of employment.

10. Notification and Defense of Claim. Promptly after receipt by Indemnitee of notice of the commencement of any Proceeding, Indemnitee will, if a claim in respect thereof is to be made against the Company under this Agreement, notify the Company of the commencement thereof; but the omission to notify the Company will not relieve it from any liability which it may have to Indemnitee otherwise than under this Agreement. With respect to any such Proceeding as to which Indemnitee notifies the Company of the commencement thereof:

(a) The Company will be entitled to participate therein at its own expense.

(b) Except as otherwise provided below, to the extent that it may wish, the Company jointly with any other indemnifying partysimilarly notified will be entitled to assume the defense thereof, with counsel satisfactory to Indemnitee. After notice from the Company to Indemnitee of its election so to assume the defense thereof, the Company will not be liable to Indemnitee under this Agreement for any legal or other Expenses subsequently incurred by Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided below. Indemnitee shall have the right to employ its counsel in such Proceeding but the fees and Expenses of such counsel incurred after notice from the Company of its assumption of the defense thereof shall be at the expense of Indemnitee unless (i) the employment of counsel by Indemnitee has been authorized by the Company, or (ii) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and Indemniteein the conduct of the defense of such Proceeding, or (iii) the Company shall not in fact have employed counsel to assume the defense of such Proceeding, in each of which cases the fees and Expenses of counsel shall be at the expense of the Company. The Company shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Company or as to which Indemnitee shall have made the conclusion provided for in (ii) above.

(c) The Company shall not be liable to indemnify Indemnitee under this Agreement for any amounts paid in settlement of any Proceeding orclaim effected without its written consent. The Company shall not settle any Proceeding or claim in any manner which would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Company nor Indemnitee will unreasonably withhold their consent to any proposed settlement.

11. Enforcement.

(a) The Company expressly confirms and agrees that it hasentered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve or continue to serve as a director

and/or officer of the Company, and acknowledges that Indemnitee is relying upon this Agreement in serving or continuing to serve in such capacity.

(b) In the event Indemnitee is required to bring any action toenforce rights or to collect moneys due under this Agreement and is successful in such action, the Company shall reimburse Indemnitee for all of Indemnitee's reasonable fees and Expenses in bringing and pursuing such action.

12. Non-Exclusivity of Rights. The rights of indemnification and to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate, the By-laws, any agreement, a vote of stockholders or a resolution of directors, or otherwise.

13. Definitions. For purposes of this Agreement:

(a) "Corporate Status" describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company orof any other corporation, partnership, joint venture, trust, employee benefitplan or other enterprise which such person is or was serving at the request of the Company.

(b) "Disinterested Director" means a director of the Company who is not and was not at any time a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(c) "Expenses" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or Expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend or investigating a Proceeding.

(d) "Independent Counsel" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

(e) "Proceeding" includes any action, suit, arbitration, alternate dispute resolution mechanism, investigation, administrative hearing or any other proceeding whether civil, criminal, administrative or investigative.

14. Severability. Each of the provisions of this Agreement is a separate and distinct agreement and independent of the others, so that if any provision hereof shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions hereof.

15. Governing Law; Binding Effect; Amendment and Termination.

(a) THIS AGREEMENT SHALL BE INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA, EXCLUDING ANY CONFLICT-OFLAW RULE OR PRINCIPLE THAT MIGHT REFER TO THE LAWS OF ANOTHER STATE OR COUNTRY.

(b) This Agreement shall be binding upon Indemnitee and upon the Company, its successors and assigns, and shall inure to the benefit of Indemnitee, his heirs, personal representatives and assigns and to the benefit of the Company, its successors and assigns.

(c) No amendment, modification, termination or cancellation of this Agreement shall be effective unless in writing by the parties. The parties have executed this Agreement as of the day and year first above written.

BENCHMARK ENERGY CORPORATION
By:

/s/ Mark Bateman
Mark Bateman
President

Officer Certification

I, Mark Bateman, as President and Director, of Benchmark Energy Corporation (the "Company") certify that:

1. I have reviewed the Unaudited Financial Statements of the Company for the period ended August 31, 2011;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement;
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this disclosure statement.

Date: September 21, 2011

/s/ Mark Bateman
Mark Bateman
President, Director

Officer Certification

I, Tari Bateman, as Vice President, Secretary, Treasurer and Director, of Benchmark Energy Corporation (the "Company") certify that:

1. I have reviewed the Unaudited Financial Statements of the Company for the period ended August 31, 2011;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement;
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this disclosure statement.

Date: September 21, 2011

/s/ Tari Bateman
Tari Bateman
Vice President, Secretary, Treasurer, Director