

STATE OF NEVADA

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Secretary of State

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OFFICE OF THE
SECRETARY OF STATE

MARK BATEMAN

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Charges

Description	Document Number	Filing Date/Time	Qty	Price	Amount
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Type	Description	Amount
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MARK BATEMAN



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Articles of Merger
(PURSUANT TO NRS 92A.200)
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Filed in the office of Ross Miller Secretary of State State of Nevada	Document Number 20110606740-47
	Filing Date and Time 08/18/2011 12:00 PM
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Articles of Merger
(Pursuant to NRS Chapter 92A)

1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200):

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article one.

Optical Systems Inc

Name of merging entity

Florida

Jurisdiction

Corporation

Entity type *

Name of merging entity

Jurisdiction

Entity type *

Name of merging entity

Jurisdiction

Entity type *

Name of merging entity

Jurisdiction

Entity type *

and,

Benchmark Energy Corporation

Name of surviving entity

Nevada

Jurisdiction

Corporation

Entity type *

* Corporation, non-profit corporation, limited partnership, limited-liability company or business trust.

Filing Fee: \$350.00

This form must be accompanied by appropriate fees.



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2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger - NRS 92A.190):

Attn:

c/o:

3) Choose one:

The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).

The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180).

4) Owner's approval (NRS 92A.200) (options a, b or c must be used, as applicable, for each entity):

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from the appropriate section of article four.

(a) Owner's approval was not required from

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or,

Name of surviving entity, if applicable



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(b) The plan was approved by the required consent of the owners of *:

Optical Systems Inc.

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

and, or;

Benchmark Energy Corporation

Name of **surviving** entity, if applicable

* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.

This form must be accompanied by appropriate fees.

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Revised: 10-25-10



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(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

and, or,

Name of **surviving** entity, if applicable



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5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.200)*:

6) Location of Plan of Merger (check a or b):

(a) The entire plan of merger is attached;

or,

(b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

7) Effective date (optional):**

* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

** A merger takes effect upon filing the articles of merger or upon a later date as specified in the articles, which must not be more than 90 days after the articles are filed (NRS 92A.240).



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8) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)*

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article eight.

Optical Systems Inc.

Name of merging entity

X *Toni Bateman*
 Signature

Secretary/Treasurer
 Title

8/16/2011
 Date

Name of merging entity

X _____
 Signature

Title

Date

Name of merging entity

X _____
 Signature

Title

Date

Name of merging entity

X _____
 Signature

Title

Date

and,

Benchmark Energy Corporation

Name of surviving entity

X *Toni Bateman*
 Signature

Secretary/ Treasurer
 Title

8/16/2011
 Date

* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 6
 Revised: 10-25-10

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of August 12, 2011 (the "Agreement") is entered into by and between BENCHMARK ENERGY CORPORATION, a Nevada corporation ("Benchmark"), and OPTICAL SYSTEMS, INC., a Florida corporation ("OPSI").

RECITALS:

WHEREAS, the Boards of Directors of Benchmark and OPSI deem it advisable and in the best interests of their respective stockholders that OPSI merge with and into Benchmark (the "Merger") upon the terms and subject to the conditions set forth herein and in accordance with the applicable provisions of Florida Statutes, Chapter 607 ("FSA") and the Nevada Revised Statutes, Chapter 78 ("NRS"). Benchmark and OPSI are hereinafter sometimes collectively referred to as the "Constituent Corporations".

WHEREAS, the Boards of Directors of Benchmark and OPSI are entirely made of the same three individuals, therefore making this is a related party transaction between the two Constituent Corporations.

WHEREAS, the Boards of Directors of the Constituent Corporations have approved the Merger upon the terms and conditions set forth herein, and have recommended to their respective stockholders that the Merger be approved.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

THE MERGER; CLOSING

Section 1.01. The Merger. At the Effective Time (as defined in Section 1.02 hereof), OPSI shall be merged with and into Benchmark in accordance with the FSA and the NRS, whereupon the separate existence of OPSI shall cease, and Benchmark shall be the surviving corporation ("Surviving Corporation").

Section 1.02. Effective Time of the Merger. The Merger shall become effective on or before the 29th of August, 2011 after the Certificates of Merger with respect thereto are duly filed with the Secretary of State of the State of Nevada and the Secretary of State of the State of Florida or at such later time as the Constituent Corporations agree ("Effective Time").

Section 1.03. Surviving Corporation. From and after the Effective Time, the Surviving Corporation shall possess all the rights, privileges, powers, purposes, immunities and franchises and be subject to all of the restrictions, disabilities and duties of the Constituent Corporations, all as provided under the NRS.

Section 1.04. Directors and Officers. The Directors and Officers of the Surviving Corporation shall be as follows:

Mark Bateman – President, CEO, Director

Tari Bateman – Treasurer, Secretary, Director

Ben Yantis - Director

Section 1.05. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of any of the Constituent Corporations or the stockholders of any of the Constituent Corporations, each of one thousand (1,000) common shares shall be swapped for one (1) common share of the Surviving Corporation thereby effecting a 1 for 1,000 reverse split of the capital stock of the Merging Corporation. All fractional shares shall be rounded up to the nearest whole.

Section 1.06. Additional Rights; Taking of Necessary and Further Action.

- (a) Each of Benchmark and OPSI shall, as promptly as practicable, cause a special meeting of its stockholders to be duly called for the purpose of voting on the approval and adoption of this Agreement and the Merger. The Boards of Directors of Benchmark and OPSI shall recommend approval and adoption of this Agreement and the Merger by their respective stockholders.
- (b) Benchmark and OPSI shall each use best efforts to take all such action as may be necessary or appropriate in order to effectuate the Merger under NRS and FSA, as promptly as possible, including without limitation, the adoption and filing under the NRS and the FSA, as applicable, of a Certificate of Merger consistent with the terms of this Agreement.

Section 1.07. Closing. The closing of the Merger (the "Closing") will take place at a place and time as agreed to by both parties.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF BENCHMARK

Section 2.01. Organization and Qualification. Benchmark is a corporation duly incorporated, validly existing and in good standing under the laws of Nevada. Benchmark is not qualified as a foreign corporation to transact business in any other jurisdiction, nor is it required to be so qualified at this time.

Section 2.02. Subsidiaries. At this time Benchmark has no Subsidiaries.

Section 2.03. Capitalization. The authorized capital stock of Benchmark consists of seventy-five million (75,000,000) shares of which the Company has elected to authorize seventy million (70,000,000) shares of Common Stock and five million (5,000,000) shares of Preferred Stock, both at a par value \$.001 per share. No shares have been issued.

Section 2.04. Certificate of Incorporation and By-Laws; Minute Books. Benchmark has provided copies of its Certificate of Incorporation, By-Laws and corporate minutes to OPSI.

Section 2.05. Authority Relative to this Agreement. Benchmark has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Benchmark and the consummation by Benchmark of the transactions contemplated hereby have been duly authorized by the Board of Directors of Benchmark and, except for the approval of its stockholders as set forth in Section hereof, no other corporate proceedings on the part of Benchmark are necessary to authorize this Agreement, the Merger and the transactions contemplated hereby. This Agreement has been duly executed and delivered by Benchmark and constitutes a valid and binding obligation of Benchmark enforceable against it in accordance with its terms.

Section 2.06.No Operations. Benchmark is a newly-organized corporation, has not entered into any contracts or other agreements and has no Liabilities.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF OPSI

Section 3.01.Organization and Qualification. OPSI is a corporation duly incorporated, validly existing and in good standing under the laws of Florida. OPSI is not qualified as a foreign corporation to transact business in any other jurisdiction, nor is it required to be so qualified at this time.

Section 3.02.Subsidiaries. OPSI has no Subsidiaries.

Section 3.03.Capitalization. The authorized capital stock of OPSI consists of eight-hundred million (800,000,000) shares of \$.0001 par value Common Stock and ten million (10,000,000) shares of \$.0001 par value Preferred Stock. On August 9, 2011, the Company had 297,836,577 shares of Common Stock issued and outstanding. There are no shares of Preferred Stock issued.

Section 3.04.Certificate of Incorporation and By-Laws; Minute Books. OPSI has provided copies of its Certificate of Incorporation, By-Laws and corporate minutes to Benchmark.

Section 3.05.Authority Relative to this Agreement. OPSI has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by OPSI and the consummation by OPSI of the transactions contemplated hereby have been duly authorized by the Board of Directors of OPSI and, except for the approval of its stockholders, no other corporate proceedings on the part of OPSI are necessary to authorize this Agreement, the Merger and the transactions contemplated hereby. This Agreement has been duly executed and delivered by OPSI and constitutes a valid and binding obligation of OPSI enforceable against it in accordance with its terms.

Section 3.06. OPSI currently has 82 shareholders of record to whom the Company will furnish a Notice of Action by Written Consent to its stockholders subsequent to the written consent of stockholders owning a majority of the outstanding voting securities of the Company entitled to vote on the acceptance of this Agreement.

ARTICLE IV

CONDITIONS PRECEDENT TO THE OBLIGATION OF BENCHMARK TO EFFECT THE MERGER

The obligation of Benchmark to effect the Merger is subject, at its option, to the fulfillment on or prior to the Effective Time of the following conditions, any one or more of which may be waived by its discretion:

Section 4.01.Representations and Warranties; Covenants. The representations and warranties of Benchmark contained in this Agreement shall be true, complete and accurate in all material respects on and as of the closing Date with the same force and effect as though made on the and as of the Closing Date.

Section 4.02.Consents. All consents from third parties necessary of the consummation of the transactions contemplated hereby shall have been obtained and delivered.

Section 4.03.Articles of Merger. Benchmark shall have executed and delivered a copy of the Articles of Merger.

ARTICLE V

CONDITIONS PRECEDENT TO THE OBLIGATION OF OPSI TO EFFECT THE MERGER

The obligation of OPSI to effect the Merger is subject, at its option, to the fulfillment on or prior to the Effective Time of the following conditions, any one or more of which may be waived by in its discretion:

Section 4.01.Representations and Warranties; Covenants. The representations and warranties of OPSI contained in this Agreement shall be true, complete and accurate in all material respects on and as of the closing Date with the same force and effect as though made on the and as of the Closing Date.

Section 4.02.Consents. All consents from third parties necessary of the consummation of the transactions contemplated hereby shall have been obtained and delivered.

Section 4.03.Articles of Merger. OPSI shall have executed and delivered a copy of the Articles of Merger.

ARTICLE VI

TERMINATION OF AGREEMENT

Section 5.01.Termination of Agreement. This Agreement may be terminated at any time prior to the Closing by written mutual consent of the Boards of Directors of Benchmark and OPSI.

Section 5.02.Effect of Termination. In the event that this Agreement is terminated pursuant to 5.01 hereof, it shall become null and void and have no further force or effect.

ARTICLE VII

MISCELLANEOUS

Section 6.01.Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the parties with reference to the subject matter and supersede any and all previous agreements, representations, and communications between the parties, whether written or oral. This Agreement may not be modified or changed except by written instrument signed by all of the parties, or their respective successors or assigns.

Section 6.02.Assignment. This Agreement may not be assigned by either party hereto without the express written consent of the other party. This Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns.

Section 6.03. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 6.04. Severability. If any term, provision, covenant or restriction of this Agreement, or any part thereof, is held by a court of competent jurisdiction to be invalid, void, unenforceable or against public policy for any reason, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 6.05. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with and subject to the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SURVIVING CORPORATION:

Benchmark Energy Corporation
a Nevada corporation

BY: Mark Bateman

NAME: Mark Bateman

TITLE: President

DATED: August 12, 2011

MERGING CORPORATION:

Optical Systems, Inc.
a Florida corporation

BY: Mark Bateman

NAME: Mark Bateman

TITLE: President

DATED: August 12, 2011

ATTEST:

BY: Tari Bateman

NAME: Tari Bateman

TITLE: Treasurer, Secretary

DATED: August 12, 2011

ATTEST:

BY: Tari Bateman

NAME: Tari Bateman

TITLE: Treasurer, Secretary

DATED: August 12, 2011