

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 23, 2011

SILVER HORN MINING LTD.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

000-25097
(Commission File
Number)

65-0783722
(IRS Employer
Identification Number)

3266 W. Galveston Drive
Apache Junction, Arizona 85120
(Address of principal executive offices) (zip code)

(480) 288-6530
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On May 23, 2011, the Company entered into subscription agreements (the “Agreements”) with certain investors (the “Investors”) whereby it sold an aggregate of 11 million shares of the Company’s common stock, par value \$0.0001 per share (the “Common Stock”) at a purchase price of \$0.05 per share and an aggregate purchase price of \$550,000 (the “Offering”). As set forth in the Agreements, the Company has agreed to file a “resale” registration statement with the Securities and Exchange Commission (the “SEC”) covering 50% of the shares of the Common Stock sold to each Investor in the Offering within 60 days (the “Filing Date”). The Company has agreed to use its best efforts to cause the registration statement to be declared effective within 120 days (the “Effectiveness Deadline”).

The Company has agreed to maintain the effectiveness of the registration statement from the effective date until the date all securities have been sold or are otherwise freely tradeable under the Securities Act of 1933, as amended (the “Securities Act”). If a registration statement is not filed on or prior to the Filing Date, or is not effective with the SEC on or prior to the Effectiveness Deadline, the Company will make payments to the Investors of 1% of the Investors’ investment for every thirty (30) day period up to a maximum of 5% following the Filing Date or the Effectiveness Deadline, as applicable. Such payments shall be made to the Investors in cash or shares of Common Stock, at the Company’s option.

Except for certain issuances, in the event that in the next 18 months the Company issues any shares of Common Stock or securities convertible into Common Stock at a price per share or conversion price or exercise price per share that is less than the purchase price per share for the shares of Common Stock sold in the Offering without the consent of the Investors, the Company shall issue to the Investors such additional number of shares of Common Stock such that the Investors shall own an aggregate total number of shares of Common Stock as if the Investors had purchased the shares of Common Stock sold in the Offering at the lower price issuance.

The foregoing is not a complete summary of the terms of the Offering described in this Item 1.01 and reference is made to the complete text of the form of Subscription Agreement and Supplement No. 1 to Subscription Agreement, attached hereto as Exhibits 10.1 and 10.2.

Item 3.02 Unregistered Sales of Equity Securities.

The information described in Item 1.01 above that is required to be disclosed under this Item 3.02 is hereby incorporated by reference into this Item. The 11 million shares of Common Stock issued on May 23, 2011 were all issued only to “accredited investors,” as such term is defined in the Securities Act or pursuant to Regulation S promulgated under the Securities Act, were not registered under the Securities Act or the securities laws of any state, and were offered and sold in reliance on the exemption from registration afforded by Section 4(2) and Regulation D (Rule 506) or Rule 903 of Regulation S under the Securities Act and the corresponding provisions of state securities laws.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Subscription Agreement
10.2	Supplement No. 1 to Subscription Agreement

SIGNATURES

Pursuant to the requirements of the Securities and Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SILVER HORN MINING LTD.

Dated: May 26, 2011

By: /s/ Daniel Bleak
Daniel Bleak
Chief Executive Officer

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is being delivered to the purchaser identified on the signature page to this Agreement (the "Subscriber") in connection with its investment in Silver Horn Mining Ltd., a Delaware corporation (the "Company"). The Company is conducting a private placement (the "Offering") of a minimum of 1 Million Dollars (\$1,000,000) and a maximum of 2.5 Million Dollars (\$2,500,000) of shares of common stock of the Company, par value \$0.0001 per share ("Common Stock"), at a purchase price of \$0.05 per share of Common Stock (the "Purchase Price").

1. SUBSCRIPTION AND PURCHASE PRICE

(a) Subscription. Subject to the conditions set forth in Section 2 hereof, the Subscriber hereby subscribes for and agrees to purchase the number of shares of Common Stock indicated on the signature page hereof on the terms and conditions described herein.

(b) Purchase of Common Stock. The Subscriber understands and acknowledges that the purchase price to be remitted to the Company in exchange for the shares of Common Stock shall be as set forth in the preamble to this Agreement, and the Company shall round up or down to the nearest whole number any fractional purchases per share of Common Stock, for an aggregate purchase price as set forth on the signature pages hereof (the "Aggregate Purchase Price"). The Subscriber's delivery of this Agreement to the Company shall be accompanied by payment for the shares of Common Stock subscribed for hereunder, payable in United States Dollars, by wire transfer of immediately available funds delivered contemporaneously with the Subscriber's delivery of this Agreement to the Company in accordance with the wire instructions provided on Exhibit A. The Subscriber understands and agrees that, subject to Section 2 and applicable laws, by executing this Agreement, it is entering into a binding agreement.

2. ACCEPTANCE, OFFERING TERM AND CLOSING PROCEDURES

(a) Acceptance or Rejection. Subject to full, faithful and punctual performance and discharge by the Company of all of its duties, obligations and responsibilities as set forth in this Agreement, the Subscriber shall be legally bound to purchase the shares of Common Stock pursuant to the terms and conditions set forth in this Agreement. For the avoidance of doubt, upon the occurrence of the failure by the Company to fully, faithfully and punctually perform and discharge any of its duties, obligations and responsibilities as set forth in this Agreement, which shall have been performed or otherwise discharged prior to the Closing (as defined below), the Subscriber may, on or prior to the Closing, at its sole and absolute discretion, elect not to purchase the shares of Common Stock and receive the full and immediate refund of the purchase price remitted to the Company, without interest thereon or deduction therefrom. The Subscriber understands and agrees that the Company reserves the right to reject this subscription for shares in whole or part in any order at any time prior to the Closing for any reason, notwithstanding the Subscriber's prior receipt of notice of acceptance of the Subscriber's subscription. In the event the Closing does not take place because of (i) the rejection of subscription for shares of Common Stock by the Company, (ii) the election not to purchase the shares of Common Stock by the Subscriber or (iii) failure to effectuate the Closing on or prior to May 9, 2011, unless otherwise extended at the Company's sole discretion to May 23, 2011, for any reason or no reason, unless waived by the Subscriber, this Agreement and any other agreement entered into between the Subscriber and the Company relating to this subscription shall thereafter be terminated and have no force or effect, and the Company shall promptly return or cause to be returned to the Subscriber the purchase price remitted to the Company, without interest thereon or deduction therefrom.

(b) Closing. The closing of the purchase and sale of the shares of Common Stock hereunder (the "Closing") shall take place at the office of Law Office of Benjamin S. Brauser, P.A., 4400 Biscayne Blvd, Suite 850 Miami, Florida 33137, or such other place as determined by the Company. The Closing shall take place on a Business Day promptly following the satisfaction of the conditions set forth in Section 8 below, as determined by the Company (the "Closing Date"). "Business Day" shall mean from the hours of 9:00 a.m. (Eastern Time) through 5:00 p.m. (Eastern Time) of a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required to be closed. The shares of Common Stock purchased by the Subscriber will be delivered by the Company promptly following the Closing.

(c) Following Acceptance or Rejection. The Subscriber acknowledges and agrees that this Agreement and any other documents delivered in connection herewith will be held by the Company. In the event that this

Agreement is not accepted by the Company for whatever reason, which the Company expressly reserves the right to do, this Agreement, the Aggregate Purchase Price received (without interest thereon) and any other documents delivered in connection herewith will be returned to the Subscriber at the address of the Subscriber as set forth in this Agreement. If this Agreement is accepted by the Company, the Company is entitled to treat the Aggregate Purchase Price received as an interest free loan to the Company until such time as the Subscription is accepted.

(d) Favored Nation Provision. Other than in connection with (i) full or partial consideration in connection with a strategic merger, acquisition, consolidation or purchase of substantially all of the securities or assets of a corporation or other entity which holders of such securities or debt are not at any time granted registration rights equal to or greater than those granted to the Subscriber, (ii) the Company's issuance of securities in connection with strategic license agreements and other partnering arrangements so long as such issuances are not for the purpose of raising capital and which holders of such securities are not at any time granted registration rights equal to or greater than those granted to the Subscriber, (iii) the Company's issuance of Common Stock or the issuances or grants of options to purchase Common Stock to employees, directors, and consultants, pursuant to plans that shall have been approved by a majority of the board of directors, (iv) securities issuable upon the exercise or exchange of or conversion of any securities exercisable or exchangeable for or convertible into shares of Common Stock issued and outstanding on the date of this Agreement on the terms in effect on the Closing Date including the permissible amendment thereof after the Closing Date, (v) the Company's issuance of Common Stock or the issuances or grants of options to purchase Common Stock to employees, directors, consultants and service providers and (vi) any and all securities required to be assumed by the Company by the terms thereof as a result of any of the foregoing even if issued by a predecessor acquired in connection with a business combination, merger or share exchange (collectively, the foregoing (i) through (vi) are "Excepted Issuances"), if at any time within eighteen (18) months from the date hereof, the Company shall agree to or issue (the "Lower Price Issuance") any Common Stock or securities convertible into or exercisable for shares of Common Stock (or modify any of the foregoing which may be outstanding) to any person or entity at a price per share or conversion or exercise price per share which shall be less than the price per share of Common Stock hereunder in effect at such time, without the consent of the Subscriber, then the Company shall issue to the Subscriber such additional number of shares of Common Stock such that the Subscriber shall own an aggregate total number of shares of Common Stock as if the Subscriber had purchased the shares hereunder at the Lower Price Issuance. Common Stock issued or issuable by the Company for no consideration or for consideration that cannot be determined at the time of issue will be deemed issuable or to have been issued for \$0.0001 per share of Common Stock. The rights of the Subscriber set forth in this Section 2 are in addition to any other rights the Subscriber has pursuant to this Agreement, and any other agreement referred to or entered into in connection herewith or to which Subscriber and Company are parties. Notwithstanding anything herein or in any other agreement to the contrary, the Company shall only be required to make a single adjustment with respect to any Lower Price Issuance, regardless of the existence of multiple basis therefore

(e) Extraordinary Events Regarding Common Stock. In the event that the Company shall (i) issue additional shares of Common Stock as a dividend or other distribution on outstanding Common Stock, (ii) subdivide its outstanding shares of Common Stock or (iii) combine its outstanding shares of the Common Stock into a smaller number of shares of Common Stock, then, in each such event, the Purchase Price shall, simultaneously with the happening of such event, be adjusted by multiplying the then Purchase Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such event and the denominator of which shall be the number of shares of Common Stock outstanding immediately after such event, and the product so obtained shall thereafter be the Purchase Price then in effect. The Purchase Price, as so adjusted, shall be readjusted in the same manner upon the happening of any successive event or events described herein. The number of shares of Common Stock that the Subscriber shall thereafter be entitled to receive shall be adjusted to a number determined by multiplying the number of shares of Common Stock that would otherwise (but for the provisions of this Section) be issuable on such exercise by a fraction of which (i) the numerator is the Purchase Price that would otherwise (but for the provisions of this Section) be in effect, and (ii) the denominator is the Purchase Price in effect on the date of such exercise.

(f) Certificate as to Adjustments. In each case of any adjustment or readjustment in the shares of Common Stock issuable hereunder, the Company at its expense will promptly cause its Chief Executive Officer or other appropriate designee to compute such adjustment or readjustment in accordance with the terms hereof and prepare a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (i) the consideration received or receivable by the Company for any additional shares of Common Stock (or other securities) issued or sold or deemed to have been issued or sold, (ii) the number of shares of Common Stock (or other securities) outstanding or deemed to be

outstanding and (iii) the Purchase Price and the number of shares of Common Stock to be received in effect immediately prior to such adjustment or readjustment and as adjusted or readjusted as provided herein. The Company will forthwith mail a copy of each such certificate to the Subscriber.

3. RISKS RELATING TO THE ORGANIZATION AND COMMON STOCK OF THE COMPANY

The Company is subject to the reporting requirements of federal securities laws, which can be expensive and may divert resources from other projects, thus impairing its ability to grow.

The Company is a public reporting company and, accordingly, is subject to the information and reporting requirements of the Securities and Exchange Act of 1934, as amended (the “Exchange Act”) and other federal securities laws, including compliance with the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”). The costs of preparing and filing annual and quarterly reports, proxy statements and other information with the Securities and Exchange Commission (the “SEC”) and furnishing audited reports to stockholders will cause its expenses to be higher than they would have been if the Company were privately held.

If the Company fails to maintain an effective system of internal control, it may not be able to report its financial results accurately or to prevent fraud. Any inability to report and file its financial results accurately and timely could harm its reputation and adversely impact the trading price of the Common Stock.

It may be time consuming, difficult and costly for the Company to implement the internal controls and reporting procedures required by the Sarbanes-Oxley Act. It may need to hire additional financial reporting, internal controls and other finance personnel in order to develop and implement appropriate internal controls and reporting procedures. Effective internal control is necessary for the Company to provide reliable financial reports and prevent fraud. If it cannot provide reliable financial reports or prevent fraud, the Company may not be able to manage its business as effectively as it would if an effective control environment existed, and its business and reputation with investors may be harmed.

Public company compliance may make it more difficult for the Company to attract and retain officers and directors.

The Sarbanes-Oxley Act and new rules subsequently implemented by the SEC have required changes in corporate governance practices of public companies. These new rules and regulations may increase the Company’s compliance costs and to make certain activities more time consuming and costly. These new rules and regulations may make it more difficult and expensive for the Company to obtain director and officer liability insurance in the future and it may be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. As a result, it may be more difficult for the Company to attract and retain qualified persons to serve on its Board of Directors or as executive officers.

The price of the Common Stock may be volatile.

The market price of the Common Stock is likely to be highly volatile and could fluctuate widely in price in response to various factors, many of which are beyond the control of the Company, including the following:

- ability to obtain working capital financing;
- additions or departures of key personnel;
- limited “public float” in the hands of a small number of persons whose sales or lack of sales could result in positive or negative pricing pressure on the market price for the Common Stock;
- sales of the Common Stock;
- The Company’s ability to execute its business plan;
- operating results that fall below expectations;
- loss of any strategic relationship;

- economic and other external factors; and
- period-to-period fluctuations in the Company's financial results.

In addition, the securities markets have from time to time experienced significant price and volume fluctuations that are unrelated to the operating performance of particular companies. These market fluctuations may also materially and adversely affect the market price of the Common Stock.

The Company has not paid dividends in the past and may not pay dividends in the future. Any return on investment may be limited to the value of the Common Stock.

The Company has never paid cash dividends on the Common Stock and does not anticipate doing so in the foreseeable future. The payment of dividends on the Common Stock will depend on earnings, financial condition and other business and economic factors affecting the Company at such time as the Board of Directors may consider relevant. If the Company does not pay dividends, the Common Stock may be less valuable because a return on the Subscriber's investment will only occur if the Common Stock price appreciates.

There is currently no liquid trading market for the Common Stock and the Company cannot ensure that one will ever develop or be sustained.

To date there has been no liquid trading market for the Common Stock. The Company cannot predict how liquid the market for the Common Stock might become. As soon as is practicable, the Company anticipates applying for listing of the Common Stock on either the NYSE Amex Equities, The Nasdaq OMX or other national securities exchange, assuming that it can satisfy the initial listing standards for such exchange. It currently does not satisfy the initial listing standards, and cannot ensure that it will be able to satisfy such listing standards or that the Common Stock will be accepted for listing on any such exchange. Should it fail to satisfy the initial listing standards of such exchanges, or the Common Stock is otherwise rejected for listing and remains quoted on the OTC Bulletin Board, is suspended from the OTC Bulletin Board, or trades on the Pink Sheets, the trading price of the Common Stock could suffer and the trading market for the Common Stock may be less liquid and the Common Stock price may be subject to increased volatility.

Furthermore, for companies whose securities are quoted on the OTC Bulletin Board or the Pink Sheets, it is more difficult (1) to obtain accurate quotations, (2) to obtain coverage for significant news events because major wire services generally do not publish press releases about such companies and (3) to obtain needed capital.

The Common Stock may be deemed a "penny stock," which would make it more difficult for investors to sell their shares.

The Common Stock may be subject to the "penny stock" rules adopted under Section 15(g) of the Exchange Act. The penny stock rules generally apply to companies whose common stock is not listed on The Nasdaq OMX or other national securities exchange and trades at less than \$5.00 per share, other than companies that have had average revenue of at least \$6,000,000 for the last three years or that have tangible net worth of at least \$5,000,000 (\$2,000,000 if the company has been operating for three or more years). These rules require, among other things, that brokers who trade penny stock to persons other than "established customers" complete certain documentation, make suitability inquiries of investors and provide investors with certain information concerning trading in the security, including a risk disclosure document and quote information under certain circumstances. Many brokers have decided not to trade penny stocks because of the requirements of the penny stock rules and, as a result, the number of broker-dealers willing to act as market makers in such securities is limited. If the Company remains subject to the penny stock rules for any significant period, it could have an adverse effect on the market, if any, for its securities. If the Company's securities are subject to the penny stock rules, investors will find it more difficult to dispose of its securities.

Offers or availability for sale of a substantial number of shares of the Common Stock may cause the price of the Common Stock to decline.

If the Company's stockholders sell substantial amounts of the Common Stock in the public market, including shares issued in this Offering upon the effectiveness of the Registration Statement (as defined below), or

upon the expiration of any statutory holding period under Rule 144 (“Rule 144”) promulgated under the Securities Act of 1933, as amended (the “Securities Act”), or issued upon the exercise of outstanding options or warrants, it could create a circumstance commonly referred to as an “overhang” and in anticipation of which the market price of the Common Stock could fall. The existence of an overhang, whether or not sales have occurred or are occurring, also could make more difficult the Company’s ability to raise additional financing through the sale of equity or equity-related securities in the future at a time and price that it deems reasonable or appropriate.

The Company may apply the proceeds of the Offering to uses that ultimately do not improve its operating results or increase the price of its common stock.

The Company intends to use the net proceeds from the Offering for general corporate purposes including acquisitions, growth initiatives and capital expenditures. Prior to April 2011, and for the past approximately twelve (12) months, the Company was principally engaged in the business of entertainment, internet and media with its acquisitions of Superdraft and Rootzoo, which businesses are presently inactive, discontinued or have been disposed of. Operating under the name EClips Media Technologies, Inc. until April 25, 2011 (previously EClips Energy Technologies, Inc.), when the effectiveness of the change of name to the present company name takes effect, the Company has failed to generate any significant results of operations or business activities. The Company intends to utilize the proceeds from the Offering to change its business and pursue resource related acquisitions, initially involving silver exploration and development, and dispose of or suspend its historical businesses. The Company and its management have no experience in resources, mining or the operation of such businesses, and anticipate adding additional experienced management from its acquisitions to assist the Company and in pursuing its new line of activity. However, the Company does not have more specific plans for the net proceeds from the Offering. Moreover, its management has broad discretion in how it actually uses these proceeds. These proceeds could be applied in ways that do not ultimately improve its operating results or otherwise increase the value of the Common Stock. Additional information about the Company’s prior activities can be found at <http://sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001058307&owner=exclude&count=40> for Eclips Media Technologies, Inc. and predecessors, including additional risk factors related to the Company: www.sec.gov.

The Company’s Chief Executive Officer and sole director beneficially owns 100% of the outstanding shares of the Company’s Series A Convertible Preferred Stock, which enables him to influence many significant corporate actions and in certain circumstances may prevent a change in control that would otherwise be beneficial to the Company’s stockholders.

Glenn Kesner beneficially owns 100% of the outstanding shares of Series A Convertible Preferred Stock of the Company, which has a 500:1 voting right with the Common Stock. As such, he has a substantial impact on matters requiring the vote of the stockholders, including the election of the Company’s board of directors and most of its corporate actions. This control could delay, defer, or prevent others from initiating a potential merger, takeover or other change in the Company’s control, even if these actions would benefit the Company’s stockholders and the Company. This control could adversely affect the voting and other rights of the Company’s other stockholders and could depress the market price of the Common Stock.

Investor Relations and Shareholder Awareness Campaigns and activities, nominal “float” and supply and demand factors that may affect the price of our stock.

The Company expects to utilize various techniques such as non-deal road shows and investor relations campaigns in order to create investor awareness for the Company. These campaigns may include personal, video and telephone conferences with investors and prospective investors in which our business practices are described. The Company may provide compensation to investor relations firms and pay for newsletters, websites, mailings and email campaigns that are produced by third-parties based upon publicly-available information concerning the Company. The Company will not be responsible for the content of analyst reports and other writings and communications by investor relations firms not authored by the Company or from publicly available information. The Company does not intend to review or approve the content of such analysts’ reports or other materials based upon analysts’ own research or methods. Investor relations firms should generally disclose when they are compensated for their efforts, but whether such disclosure is made or complete is not under our control. In addition, investors in the Company may, from time to time, also take steps to encourage investor awareness through similar activities that may be undertaken at the expense of the investors. Investor awareness activities may also be suspended or discontinued which may impact the trading market our common stock.

The SEC and FINRA enforce various statutes and regulations intended to prevent manipulative or deceptive devices in connection with the purchase or sale of any security and carefully scrutinize trading patterns and company news and other communications for false or misleading information, particularly in cases where the hallmarks of “pump and dump” activities may exist, such as rapid share price increases or decreases. We, and our shareholders may be subjected to enhanced regulatory scrutiny due to the small number of holders who initially will own the registered shares of our common stock publicly available for resale, and the limited trading markets in which such shares may be offered or sold which have often been associated with improper activities concerning penny-stocks, such as the OTC Bulletin Board or the OTCQB Marketplace (Pink OTC) or pink sheets. Until such time as the common stock sold in the Offering is registered and until such time as our restricted shares are registered or available for resale under Rule 144, there will continue to be a small percentage of shares held by a small number of investors, many of whom acquired such shares in privately negotiated purchase and sale transactions, that will constitute the entire available trading market. The Supreme Court has stated that manipulative action is a term of art connoting intentional or willful conduct designed to deceive or defraud investors by controlling or artificially affecting the price of securities. Often times, manipulation is associated by regulators with forces that upset the supply and demand factors that would normally determine trading prices. Since a small percentage of the outstanding common stock of the Company will initially be available for trading, held by a small number of individuals or entities, the supply of our common stock for sale will be extremely limited for an indeterminate amount of time, which could result in higher bids, asks or sales prices than would otherwise exist. Securities regulators have often cited factors such as thinly-traded markets, small numbers of holders, and awareness campaigns as hallmarks of claims of price manipulation and other violations of law when combined with manipulative trading, such as wash sales, matched orders or other manipulative trading timed to coincide with false or touting press releases. There can be no assurance that the Company’s or third-parties’ activities, or the small number of potential sellers or small percentage of stock in the “float,” or determinations by purchasers or holders as to when or under what circumstances or at what prices they may be willing to buy or sell stock will not artificially impact (or would be claimed by regulators to have affected) the normal supply and demand factors that determine the price of the stock.

4. THE SUBSCRIBER’S REPRESENTATIONS, WARRANTIES AND COVENANTS

The Subscriber hereby acknowledges, agrees with and represents, warrants and covenants to the Company, as follows:

(a) The Subscriber has full power and authority to enter into this Agreement, the execution and delivery of which has been duly authorized, if applicable, and this Agreement constitutes a valid and legally binding obligation of the Subscriber.

(b) The Subscriber acknowledges its understanding that the Offering and sale of the shares of Common Stock is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) of the Securities Act and the provisions of Regulation D promulgated thereunder (“Regulation D”) or by virtue of Rule 903 of Regulation S promulgated under the Securities Act (“Regulation S”). In furtherance thereof, the Subscriber represents and warrants to the Company and its affiliates as follows:

(i) The Subscriber realizes that the basis for the exemption from registration may not be available if, notwithstanding the Subscriber’s representations contained herein, the Subscriber is merely acquiring the Securities for a fixed or determinable period in the future, or for a market rise, or for sale if the market does not rise. The Subscriber does not have any such intention.

(ii) The Subscriber realizes that the basis for exemption would not be available if the Offering is part of a plan or scheme to evade registration provisions of the Securities Act or any applicable state or federal securities laws.

(iii) The Subscriber is acquiring the shares of Common Stock solely for the Subscriber’s own beneficial account, for investment purposes, and not with a view towards, or resale in connection with, any distribution of the Securities.

(iv) The Subscriber has the financial ability to bear the economic risk of the Subscriber's investment, has adequate means for providing for its current needs and contingencies, and has no need for liquidity with respect to an investment in the Company.

(v) The Subscriber and the Subscriber's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors") has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of a prospective investment in the Common Stock. If other than an individual, the Subscriber also represents it has not been organized solely for the purpose of acquiring the Common Stock.

(vi) The Subscriber (together with its Advisors, if any) has received all documents requested by the Subscriber, if any, has carefully reviewed them and understands the information contained therein, prior to the execution of this Agreement.

(c) The Subscriber is not relying on the Company or any of its employees, agents, sub-agents or advisors with respect to the legal, tax, economic and related considerations involved in this investment. The Subscriber has relied on the advice of, or has consulted with, only its Advisors. Each Advisor, if any, has disclosed to the Subscriber in writing (a copy of which is annexed to this Agreement) the specific details of any and all past, present or future relationships, actual or contemplated, between the Advisor and the Company or any affiliate or sub-agent thereof.

(d) The Subscriber has carefully considered the potential risks relating to the Company and a purchase of the shares of Common Stock, and fully understands that the shares of Common Stock are a speculative investment that involves a high degree of risk of loss of the Subscriber's entire investment.

(e) The Subscriber will not sell or otherwise transfer any shares of Common Stock without registration under the Securities Act or an exemption therefrom, and fully understands and agrees that the Subscriber must bear the economic risk of its purchase because, among other reasons, the shares of Common Stock have not been registered under the Securities Act or under the securities laws of any state and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the Securities Act and under the applicable securities laws of such states, or an exemption from such registration is available. In particular, the Subscriber is aware that the shares of Common Stock are "restricted securities," as such term is defined in Rule 144, and they may not be sold pursuant to Rule 144 unless all of the conditions of Rule 144 are met. The Subscriber also understands that the Company is under no obligation to register the shares of Common Stock on behalf of the Subscriber or to assist the Subscriber in complying with any exemption from registration under the Securities Act or applicable state securities laws. The Subscriber understands that any sales or transfers of shares of Common Stock purchased under this Agreement are further restricted by state securities laws and the provisions of this Agreement.

(f) No oral or written representations or warranties have been made, or information furnished, to the Subscriber or its Advisors, if any, by the Company or any of its officers, employees, agents, sub-agents, affiliates, advisors or subsidiaries in connection with the Offering, other than any representations of the Company contained herein, and in subscribing for the shares of Common Stock, the Subscriber is not relying upon any representations other than those contained herein.

(g) The Subscriber's overall commitment to investments that are not readily marketable is not disproportionate to the Subscriber's net worth, and an investment in the Common Stock will not cause such overall commitment to become excessive.

(h) The Subscriber understands and agrees that the certificates for the shares of Common Stock shall bear substantially the following legend until (i) such Securities shall have been registered under the Securities Act and effectively disposed of in accordance with a registration statement that has been declared effective or (ii) in the opinion of counsel for the Company, such shares of Common Stock may be sold without registration under the Securities Act, as well as any applicable "blue sky" or state securities laws:

For U.S. Persons:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS. SUCH SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES AND MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FILED BY THE ISSUER WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION COVERING SUCH SECURITIES UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH REGISTRATION IS NOT REQUIRED.

For Non-U.S. Persons

THESE SECURITIES WERE ISSUED IN AN OFFSHORE TRANSACTION TO PERSONS WHO ARE NOT U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") PURSUANT TO REGULATION S UNDER THE SECURITIES ACT. ACCORDINGLY, NONE OF THE SECURITIES TO WHICH THIS CERTIFICATE RELATES HAVE BEEN REGISTERED UNDER THE SECURITIES ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED OR SOLD IN THE UNITED STATES OR, DIRECTLY OR INDIRECTLY, TO U.S. PERSONS (AS DEFINED IN REGULATION S PROMULGATED UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN ACCORDANCE WITH THE SECURITIES ACT.

(i) Neither the SEC nor any state securities commission has approved the shares of Common Stock or passed upon or endorsed the merits of the Offering. There is no government or other insurance covering any of the shares of Common Stock.

(j) The Subscriber and its Advisors, if any, have had a reasonable opportunity to ask questions of and receive answers from a person or persons acting on behalf of the Company concerning the Offering and the business, financial condition, results of operations and prospects of the Company, and all such questions have been answered to the full satisfaction of the Subscriber and its Advisors, if any.

(k) The Subscriber is unaware of, is in no way relying on, and did not become aware of, the Offering through or as a result of, any form of general solicitation or general advertising, including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or electronic mail over the Internet, in connection with the Offering and is not subscribing for shares of Common Stock and did not become aware of the Offering through or as a result of any seminar or meeting to which the Subscriber was invited by, or any solicitation of a subscription by, a person not previously known to the Subscriber in connection with investments in securities generally.

(l) The Subscriber has taken no action that would give rise to any claim by any person for brokerage commissions, finders' fees or the like relating to this Agreement or the transactions contemplated hereby.

(m) The Subscriber is not relying on the Company or any of its employees, agents, or advisors with respect to the legal, tax, economic and related considerations of an investment in the shares of Common Stock, and the Subscriber has relied on the advice of, or has consulted with, only its own Advisors.

(n) The Subscriber acknowledges that any estimates or forward-looking statements or projections furnished by the Company to the Subscriber were prepared by the management of the Company in good faith, but that the attainment of any such projections, estimates or forward-looking statements cannot be guaranteed by the Company or its management and should not be relied upon.

(o) No oral or written representations have been made, or oral or written information furnished, to the Subscriber or its Advisors, if any, in connection with the Offering that are in any way inconsistent with the information contained herein.

(p) (For ERISA plans only) The fiduciary of the ERISA plan (the “Plan”) represents that such fiduciary has been informed of and understands the Company’s investment objectives, policies and strategies, and that the decision to invest “plan assets” (as such term is defined in ERISA) in the Company is consistent with the provisions of ERISA that require diversification of plan assets and impose other fiduciary responsibilities. The Subscriber or Plan fiduciary (i) is responsible for the decision to invest in the Company; (ii) is independent of the Company and any of its affiliates; (iii) is qualified to make such investment decision; and (iv) in making such decision, the Subscriber or Plan fiduciary has not relied primarily on any advice or recommendation of the Company or any of its affiliates.

(q) This Agreement is not enforceable by the Subscriber unless it has been accepted by the Company, and the Subscriber acknowledges and agrees that the Company reserves the right to reject any subscription for any reason.

(r) The Subscriber will indemnify and hold harmless the Company and, where applicable, its directors, officers, employees, agents, advisors, affiliates and shareholders, and each other person, if any, who controls any of the foregoing from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) (a “Loss”) arising out of or based upon any representation or warranty of the Subscriber contained herein or in any document furnished by the Subscriber to the Company in connection herewith being untrue in any material respect or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber herein or therein; provided, however, that the Subscriber shall not be liable for any Loss that in the aggregate exceeds the Subscriber’s Aggregate Purchase Price tendered hereunder.

(s) The Subscriber is, and on each date on which the Subscriber continues to own restricted securities from the Offering will be, an “Accredited Investor” as defined in Rule 501(a) under the Securities Act. In general, an “Accredited Investor” is deemed to be an institution with assets in excess of \$5,000,000 or individuals with a net worth in excess of \$1,000,000 or annual income exceeding \$200,000 or \$300,000 jointly with his or her spouse. Notwithstanding the foregoing, if the Subscriber is a Non-U.S. Person (a “Reg S Person”), such Subscriber hereby represents that the representations contained in paragraphs (1) through (7) of this Section 4(s) are true and correct with respect to such Subscriber:

(1) (i) the issuance and sale to such Reg S Person of the shares of Common Stock is intended to be exempt from the registration requirements of the Securities Act, pursuant to the provisions of Regulation S; (ii) it is not a “U.S. Person,” as such term is defined in Regulation S, and is not acquiring the shares of Common Stock for the account or benefit of any U.S. Person; and (iii) the offer and sale of the shares of Common Stock has not taken place, and is not taking place, within the United States of America or its territories or possessions. Such Reg S Person acknowledges that the offer and sale of the shares of Common Stock has taken place, and is taking place in an “offshore transaction,” as such term is defined in Regulation S.

(2) Such Reg S Person acknowledges and agrees that, pursuant to the provisions of Regulation S, the shares of Common Stock cannot be sold, assigned, transferred, conveyed, pledged or otherwise disposed of to any U.S. Person or within the United States of America or its territories or possessions for a period of one year from and after the Closing Date, unless such shares of Common Stock are registered for sale in the United States pursuant to an effective registration statement under the Securities Act or another exemption from such registration is available. Such Reg S Person acknowledges that it has not engaged in any hedging transactions with regard to the shares of Common Stock.

(3) Such Reg S Person consents to the placement of a legend on any certificate, note or other document evidencing the Common Stock and understands that the Company shall be required to refuse to register any transfer of securities not made in accordance with applicable U.S. securities laws.

(4) Such Reg S Person is not a “distributor” of securities, as that term is defined in Regulation S, nor a dealer in securities.

(5) Such Reg S Person understands that the shares of Common Stock have not been registered under the Securities Act, or the securities laws of any state and are subject to substantial restrictions on resale or transfer. The shares of Common Stock are “restricted securities” within the meaning of Regulation S and Rule 144.

(6) Such Reg S Person acknowledges that the shares of Common Stock may only be sold offshore in compliance with Regulation S or pursuant to an effective registration statement under the Securities Act or another exemption from such registration, if available. In connection with any resale of the shares of Common Stock pursuant to Regulation S, the Company will not register a transfer not made in accordance with Regulation S, pursuant to an effective registration statement under the Securities Act or in accordance with another exemption from the Securities Act.

(7) Such Reg S Person makes the representations, declarations and warranties as contained in this Section 4(s) (1)-(7) with the intent that the same shall be relied upon by the Company in determining its suitability as a purchaser of such shares of Common Stock.

(t) The Subscriber, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the Offering, and has so evaluated the merits and risks of such investment. The Subscriber has not authorized any person or entity to act as its Purchaser Representative (as that term is defined in Regulation D of the General Rules and Regulations under the Securities Act) in connection with the Offering. The Subscriber is able to bear the economic risk of an investment in the Common Stock and, at the present time, is able to afford a complete loss of such investment.

(u) The Subscriber has reviewed, or had an opportunity to review, all of the SEC Filings.

5. THE COMPANY’S REPRESENTATIONS, WARRANTIES AND COVENANTS

The Company hereby acknowledges, agrees with and represents, warrants and covenants to the Subscriber, as follows:

(a) The Company has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by the Company and is valid, binding and enforceable against the Company in accordance with its terms.

(b) The shares of Common Stock to be issued to the Subscriber pursuant to this Agreement, when issued and delivered in accordance with the terms of this Agreement, will be duly and validly issued and will be fully paid and non-assessable.

(c) Neither the execution and delivery nor the performance of this Agreement by the Company will conflict with the Company’s organizational materials, as amended to date, or result in a breach of any terms or provisions of, or constitute a default under, any material contract, agreement or instrument to which the Company is a party or by which the Company is bound.

(d) The Company is subject to, and in full compliance with, the reporting requirements of Section 13 or 15(d) of the Exchange Act. The Company has made available to each Subscriber through the EDGAR system true and complete copies of each of the Company’s Quarterly Reports on Form 10-Q, Annual Reports on Form 10-K and Current Reports on Form 8-K, in each case filed since September 30, 2009 (collectively, the “SEC Filings”), and all such SEC Filings are incorporated herein by reference. The SEC Filings, when they were filed with the SEC (or, if any amendment with respect to any such document was filed, when such amendment was filed), complied in all material respects with the applicable requirements of the Exchange Act and the rules and regulations thereunder and did not, as of such date, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. All reports and statements required to be filed by the Company under the Securities Act and the Exchange Act have been filed, together with all exhibits required to be filed therewith. The Company

and each of its direct and indirect subsidiaries (collectively, the “Subsidiaries”), are engaged in all material respects only in the business described in the SEC Filings, and the SEC Filings contain a complete and accurate description in all material respects of the business of the Company and the Subsidiaries.

(e) The Company acknowledges and agrees that the Subscriber is acting solely in the capacity of an arm’s length purchaser with respect to shares of Common Stock purchased under this Agreement and the transactions contemplated hereby. The Company further acknowledges that the Subscriber is not acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to this Agreement and the transactions contemplated hereby and any advice given by the Subscriber or any of its representatives or agents in connection with this Agreement and the transactions contemplated hereby is merely incidental to the Subscriber’s purchase of the shares of Common Stock. The Company further represents to the Subscriber that the Company’s decision to enter into this Agreement has been based solely on the independent evaluation of the transactions contemplated hereby by the Company and its representatives.

(f) The Company will indemnify and hold harmless the Subscriber and, where applicable, its directors, officers, employees, agents, advisors and shareholders, from and against any and all Loss arising out of or based upon any representation or warranty of the Company contained herein or in any document furnished by the Company to the Subscriber in connection herewith being untrue in any material respect or any breach or failure by the Company to comply with any covenant or agreement made by the Company to the Subscriber in connection therewith; provided, however, that the Company’s liability shall not exceed the Subscriber’s Aggregate Purchase Price tendered hereunder.

6. USE OF PROCEEDS

The Company anticipates using the gross proceeds from the Offering for general corporate purposes including growth initiatives and capital expenditures.

7. INTENTIONALLY OMITTED

8. CONDITIONS TO ACCEPTANCE OF SUBSCRIPTION

The Company’s right to accept the subscription of the Subscriber is conditioned upon satisfaction of the following conditions precedent on or before the date the Company accepts such subscription:

(a) As of the Closing, no legal action, suit or proceeding shall be pending that seeks to restrain or prohibit the transactions contemplated by this Agreement.

(b) The representations and warranties of the Company contained in this Agreement shall have been true and correct in all material respects on the date of this Agreement and shall be true and correct as of the Closing as if made on the Closing Date.

9. MISCELLANEOUS PROVISIONS

(a) All parties hereto have been represented by counsel, and no inference shall be drawn in favor of or against any party by virtue of the fact that such party’s counsel was or was not the principal draftsman of this Agreement.

(b) Each of the parties hereto shall be responsible to pay the costs and expenses of its own legal counsel in connection with the preparation and review of this Agreement and related documentation.

(c) Neither this Agreement, nor any provisions hereof, shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, modification, discharge or termination is sought.

(d) The representations, warranties and agreement of the Subscriber and the Company made in this Agreement shall survive the execution and delivery of this Agreement and the delivery of the Common Stock purchased herein.

(e) Any party may send any notice, request, demand, claim or other communication hereunder to the Subscriber at the address set forth on the signature page of this Agreement or to the Company at its primary office (including personal delivery, expedited courier, messenger service, fax, ordinary mail or electronic mail), but no such notice, request, demand, claim or other communication will be deemed to have been duly given unless and until it actually is received by the intended recipient. Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties written notice in the manner herein set forth.

(f) Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their heirs, executors, administrators, successors, legal representatives and assigns. If the Subscriber is more than one person or entity, the obligation of the Subscriber shall be joint and several and the agreements, representations, warranties and acknowledgments contained herein shall be deemed to be made by, and be binding upon, each such person or entity and its heirs, executors, administrators, successors, legal representatives and assigns. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any and every nature among them.

(g) This Agreement is not transferable or assignable by the Subscriber.

(h) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflicts of law principles.

(i) The Company and the Subscriber hereby agree that any dispute that may arise between them arising out of or in connection with this Agreement shall be adjudicated before a court located in the City of New York, Borough of Manhattan, and they hereby submit to the exclusive jurisdiction of the federal and state courts of the State of New York located in the City of New York, Borough of Manhattan with respect to any action or legal proceeding commenced by any party, and irrevocably waive any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Agreement or any acts or omissions relating to the sale of the securities hereunder, and consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, postage prepaid, in care of the address set forth herein or such other address as either party shall furnish in writing to the other.

(j) 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.

[Signature Pages Follow]

ALL SUBSCRIBERS MUST COMPLETE THIS PAGE

IN WITNESS WHEREOF, the Subscriber has executed this Agreement on the ____ day of ____ 2011.

_____ X \$0.05 = _____
Shares of Common Stock subscribed for Aggregate Purchase Price

Manner in which Title is to be held (Please Check One):

- | | |
|--|---|
| 1. <input type="checkbox"/> Individual | 7. <input type="checkbox"/> Trust/Estate/Pension or Profit sharing Plan
Date Opened: _____ |
| 2. <input type="checkbox"/> Joint Tenants with Right of Survivorship | 8. <input type="checkbox"/> As a Custodian for

Under the Uniform Gift to Minors Act of the State of _____ |
| 3. <input type="checkbox"/> Community Property | 9. <input type="checkbox"/> Married with Separate Property |
| 4. <input type="checkbox"/> Tenants in Common | 10. <input type="checkbox"/> Keogh |
| 5. <input type="checkbox"/> Corporation/Partnership/ Limited Liability Company | 11. <input type="checkbox"/> Tenants by the Entirety |
| 6. <input type="checkbox"/> IRA | |

ALTERNATIVE DISTRIBUTION INFORMATION

To direct distribution to a party other than the registered owner, complete the information below. YOU MUST COMPLETE THIS SECTION IF THIS IS AN IRA INVESTMENT.

Name of Firm (Bank, Brokerage, Custodian):

Account Name:

Account Number:

Representative Name:

Representative Phone Number:

Address:

City, State, Zip:

IF MORE THAN ONE SUBSCRIBER, EACH SUBSCRIBER MUST SIGN.

INDIVIDUAL SUBSCRIBERS MUST COMPLETE THIS PAGE 14.

SUBSCRIBERS WHICH ARE ENTITIES MUST COMPLETE PAGE 15.

EXECUTION BY NATURAL PERSONS

Exact Name in Which Title is to be Held

Name (Please Print)

Residence: Number and Street

City, State and Zip Code

Social Security Number

Telephone Number

Fax Number (if available)

E-Mail (if available)

(Signature)

Name of Additional Purchaser

Address of Additional Purchaser

City, State and Zip Code

Social Security Number

Telephone Number

Fax Number (if available)

E-Mail (if available)

(Signature of Additional Purchaser)

ACCEPTED this ____ day of _____ 2011, on behalf of the Company.

By: _____

Name: Glenn Kesner

Title: Chief Executive Officer

EXECUTION BY SUBSCRIBER WHICH IS AN ENTITY
(Corporation, Partnership, LLC, Trust, Etc.)

Name of Entity (Please Print)

Date of Incorporation or Organization: _____

State of Principal Office: _____

Federal Taxpayer Identification Number: _____

Office Address

City, State and Zip Code

Telephone Number

Fax Number (if available)

E-Mail (if available)

By: _____

Name: _____

Title: _____

[seal]

Attest: _____

(If Entity is a Corporation)

Address

ACCEPTED this ____ day of _____, 2011, on behalf of the Company.

By: _____

Name: Glenn Kesner

Title: Chief Executive Officer

INVESTOR QUESTIONNAIRE

Instructions: Check all boxes below which correctly describe you.

- You are (i) a bank, as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”), (ii) a savings and loan association or other institution, as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in an individual or fiduciary capacity, (iii) a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), (iv) an insurance company as defined in Section 2(13) of the Securities Act, (v) an investment company registered under the Investment Company Act of 1940, as amended (the “Investment Company Act”), (vi) a business development company as defined in Section 2(a)(48) of the Investment Company Act, (vii) a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the Small Business Investment Act of 1958, as amended, (viii) a plan established and maintained by a state, its political subdivisions, or an agency or instrumentality of a state or its political subdivisions, for the benefit of its employees and you have total assets in excess of \$5,000,000, or (ix) an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and (1) the decision that you shall subscribe for and purchase shares of common stock, is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or (2) you have total assets in excess of \$5,000,000 and the decision that you shall subscribe for and purchase the Shares is made solely by persons or entities that are accredited investors, as defined in Rule 501 of Regulation D promulgated under the Securities Act (“Regulation D”) or (3) you are a self-directed plan and the decision that you shall subscribe for and purchase the Shares of Common Stock is made solely by persons or entities that are accredited investors.
- You are a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended.
- You are an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), a corporation, Massachusetts or similar business trust or a partnership, in each case not formed for the specific purpose of making an investment in the Shares of Common Stock and its underlying securities in excess of \$5,000,000.
- You are a director or executive officer of the Company.
- You are a natural person whose individual net worth, or joint net worth with your spouse, exceeds \$1,000,000 at the time (exclusive of residence) of your subscription for and purchase of the Shares of Common Stock.
- You are a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with your spouse in excess of \$300,000 in each of the two most recent years, and who has a reasonable expectation of reaching the same income level in the current year.
- You are a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Shares of Common Stock and whose subscription for and purchase of the Shares of Common Stock is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D.
- You are an entity in which all of the equity owners are persons or entities described in one of the preceding paragraphs.
- You are a non-U.S. Person (a “Reg S Person”), and as such Reg S Person, you hereby represent that the representations contained in paragraphs (1) through (7) below are true and correct:

(1) (i) the issuance and sale to such Reg S Person of the shares of Common Stock is intended to be exempt from the registration requirements of the Securities Act, pursuant to the provisions of Regulation S; (ii) you are not a “U.S. Person,” as such term is defined in Regulation

S, and are not acquiring the shares of Common Stock for the account or benefit of any U.S. Person; and (iii) the offer and sale of the shares of Common Stock has not taken place, and is not taking place, within the United States of America or its territories or possessions. Such Reg S Person acknowledges that the offer and sale of the shares of Common Stock has taken place, and is taking place in an “offshore transaction,” as such term is defined in Regulation S.

(2) Such Reg S Person acknowledges and agrees that, pursuant to the provisions of Regulation S, the shares of Common Stock cannot be sold, assigned, transferred, conveyed, pledged or otherwise disposed of to any U.S. Person or within the United States of America or its territories or possessions for a period of one year from and after the Closing Date, unless such shares of Common Stock are registered for sale in the United States pursuant to an effective registration statement under the Securities Act or another exemption from such registration is available. Such Reg S Person acknowledges that it has not engaged in any hedging transactions with regard to the shares of Common Stock.

(3) Such Reg S Person consents to the placement of a legend on any certificate, note or other document evidencing the shares of Common Stock and understands that the Company shall be required to refuse to register any transfer of securities not made in accordance with applicable U.S. securities laws.

(4) Such Reg S Person is not a “distributor” of securities, as that term is defined in Regulation S, nor a dealer in securities.

(5) Such Reg S Person understands that the shares of Common Stock have not been registered under the Securities Act, or the securities laws of any state and are subject to substantial restrictions on resale or transfer. The shares of Common Stock are “restricted securities” within the meaning of Regulation S and Rule 144, promulgated under the Securities Act.

(6) Such Reg S Person acknowledges that the shares of Common Stock may only be sold offshore in compliance with Regulation S or pursuant to an effective registration statement under the Securities Act or another exemption from such registration, if available. In connection with any resale of the shares of Common Stock pursuant to Regulation S, the Company will not register a transfer not made in accordance with Regulation S, pursuant to an effective registration statement under the Securities Act or in accordance with another exemption from the Securities Act.

(7) Such Reg S Person makes the representations, declarations and warranties as contained in this Agreement with the intent that the same shall be relied upon by the Company in determining its suitability as a purchaser of such shares of Common Stock.

Check all boxes below which correctly describe you.

With respect to this investment in the Shares of Common Stock, your:

- Investment Objectives: Aggressive Growth Speculation
- Risk Tolerance: Low Risk Moderate Risk High Risk

Are you associated with a FINRA Member Firm? Yes No

Your initials (purchaser and co-purchaser, if applicable) are required for each item below:

- ____ ____ I/We understand that this investment is not guaranteed.
- ____ ____ I/We are aware that this investment is not liquid.
- ____ ____ I/We are sophisticated in financial and business affairs and are able to evaluate the risks and merits of an investment in this offering.
- ____ ____ I/We confirm that this investment is considered "high risk." (This type of investment is considered high risk due to the inherent risks including lack of liquidity and lack of diversification. Success or

failure of private placements such as this is dependent on the corporate issuer of these securities and is outside the control of the investors. While potential loss is limited to the amount invested, such loss is possible.)

The Subscriber hereby represents and warrants that all of its answers to this Investor Questionnaire are true as of the date of its execution of the Subscription Agreement pursuant to which it purchased the Shares of Common Stock.

Name of Purchaser [please print]

Name of Co-Purchaser [please print]

Signature of Purchaser (Entities please provide signature of Purchaser's duly authorized signatory.)

Signature of Co-Purchaser

Name of Signatory (Entities only)

Title of Signatory (Entities only)

VERIFICATION OF INVESTMENT ADVISOR/BROKER

I state that I am familiar with the financial affairs and investment objectives of the investor named above and reasonably believe that a purchase of the securities is a suitable investment for this investor and that the investor, either individually or together with his or her purchaser representative, understands the terms of and is able to evaluate the merits of this offering. I acknowledge:

- (a) that I have reviewed the Subscription Agreement and forms of securities presented to me, and attachments (if any) thereto;
- (b) that the Subscription Agreement and attachments thereto have been fully completed and executed by the appropriate party; and
- (c) that the subscription will be deemed received by the Company upon acceptance of the Subscription Agreement.

Deposit securities from this offering directly to purchaser's account? Yes No

If "Yes," please indicate the account number: _____

Broker/Dealer

Account Executive

(Name of Broker/Dealer)

(Signature)

(Street Address of Broker/Dealer Office)

(Print Name)

(City of Broker/Dealer Office) (State) (Zip)

(Representative I.D. Number)

(Telephone Number of Broker/Dealer Office)

(Date)

(Fax Number of Broker/Dealer Office)

(E-mail Address of Account Executive)

SILVER HORN MINING LTD.

SUPPLEMENT NO. 1

TO

SUBSCRIPTION AGREEMENT

Silver Horn Mining Ltd., a Delaware corporation (the "Company") is currently contemplating a private placement (the "Offering") of a minimum of five hundred thousand dollars (\$500,000) and a maximum of 2.5 million dollars (\$2,500,000) of shares of common stock of the Company, par value \$0.0001 per share (the "Common Stock") at a purchase price of \$0.05 per share. This Supplement No. 1, dated as of May 17, 2011 (the "Supplement"), amends and supplements certain information contained in the Subscription Agreement (the "Agreement") previously executed by the undersigned and the Company in connection with the Offering. The Agreement and the Supplement are collectively referred to herein as the "Offering Documents". **Please read this Supplement carefully.** Any statement contained in the Agreement, including any statement made in any exhibit thereto, will be deemed to be modified and superseded to the extent set forth herein and as supplemented hereby. To the extent that any information in a future supplement is inconsistent with the terms set forth herein, the information in any later supplement shall take precedence over any prior inconsistent information.

The purpose of this Supplement is to: (i) disclose the new minimum number of shares of Common Stock to be sold in the Offering, (ii) describe the Company's new business and disclose its new trading symbol, (iii) disclose the appointment of a new Chairman and Chief Executive Officer, (iv) describe the registration rights being granted to the undersigned with respect to the shares of Common Stock purchased in the Offering and (v) amend and restate the risk factors set forth in Section 3 of the Agreement.

New Minimum

The minimum number of shares of Common Stock that will be sold in the Offering has been changed from twenty million (20,000,000) shares of Common Stock to ten million (10,000,000) shares of Common Stock. In connection with this change, the minimum amount of money that will be raised in the Offering has changed from one million dollars (\$1,000,000) to five hundred thousand dollars (\$500,000). The purchase price shall remain \$0.05 per share of Common Stock.

Description of New Business

The Company intends to focus its efforts on mining and resources, principally silver exploration and production. On April 26, 2011, the Can-Am Gold Corp. ("Can-Am") delivered to the Company a quitclaim deed that conveyed to the Company all of Can-Am's rights, title and interest in 36 unpatented lode mining claims in Yavapai County, Arizona. The Company expects that in the near future it will purchase additional silver claims, mines, properties and businesses or interests therein.

In connection with its new business direction, the Company changed its name from "Eclips Media Technologies, Inc." to "Silver Horn Mining Ltd." on April 25, 2011. The Company's common stock began trading under a new symbol, "SILV", on the OTC Bulletin Board on April 27, 2011. Until such date, its common stock traded under the symbol "EEMT". The quitclaim, the Company's name change and new symbol are further described in the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission (the "SEC") on April 29, 2011, a copy of which is incorporated by reference herein.

New Chairman and Chief Executive Officer

On May 2, 2011 the Company's Board of Directors appointed Daniel Bleak as Chairman and Chief Executive Officer. Mr. Bleak has over 30 years of experience in mineral exploration and development and has managed a broad range of exploration projects throughout North America, has discovered several producing mineral deposits, and developed decorative rock and industrial materials businesses in the southwestern U.S. Mr. Bleak has served on the board of directors and as an officer of a number of mining, mineral exploration, and real estate companies. He has served as a director of American Energy Fields, Inc. (AEFI.OB) since November 2010, as a

director of Southwest Exploration, Inc. since 2009, as President and director of Pinal Realty Investments, Inc. since 2006, as President and a director of NPX Metals, Inc., a resource acquisition company, since 2006, as President and sole director of Can-Am since 2009 and as President and director of Black Mountain Mining Company since 2000. Glenn Kesner, the Company's former Chairman, Chief Executive Officer, President and Principal Accounting Officer, resigned from all of his positions with the Company effective upon Mr. Bleak's appointment except that that he will remain an officer and director of RZ Acquisition Group, the Company's wholly owned subsidiary. Mr. Bleak's appointment is described in the Company's Current Report on Form 8-K filed with the SEC on May 3, 2011, a copy of which is incorporated by reference herein.

Registration Rights. Subscribers are being granted certain registration rights with respect to the shares of Common Stock purchased in the Offering. Therefore, Section 7 of the Agreement shall be deleted in its entirety and replaced with the following:

7. REGISTRATION RIGHTS

(a) The Company hereby agrees with the Subscriber that:

(i) The Company shall file or cause to be filed, no later than sixty (60) days after the Final Closing Date (the "Filing Deadline"), a registration statement under the Securities Act (a "Registration Statement") in order to register 50% of the shares of Common Stock purchased by the Subscriber, together with any shares of capital stock issued or issuable, from time to time, upon any reclassification, share combination, share subdivision, stock split, share dividend or similar transaction or event or otherwise as a distribution on, in exchange for or with respect to any of the foregoing (the "Registrable Securities") for resale and distribution under the Securities Act, and use its best efforts to cause the Registration Statement to be declared effective not later than one hundred and twenty (120) days after the Final Closing Date (the "Effective Date").

(ii) The Company shall cause such Registration Statement to remain effective until such time as all Registrable Securities have been sold or are otherwise freely tradable without registration under the Securities Act (the "Expiration Date"). If a Registration Statement covering the Registrable Securities is not filed with the SEC on or prior to the Filing Deadline, or is not effective with the SEC prior to the Effective Date, the Company will make payments to the Subscriber, as liquidated damages and not as a penalty, in an amount equal to 1.0% of the Aggregate Purchase Price paid to the Company under this Agreement for each thirty (30)-day period or pro rata for any portion thereof following the Filing Deadline or Effective Date, as applicable, for which no Registration Statement is filed with respect to the Registrable Securities; provided that in no event shall the aggregate liquidated damages paid pursuant to this Section 6(a)(ii) exceed 5.0% of the aggregate Purchase Price paid to the Company under this Agreement. Such payments shall constitute the Subscriber's exclusive monetary remedy for such events, but shall not affect the right of the Subscriber to seek injunctive relief. Such payments shall be made to the Subscriber in cash or shares of Common Stock no later than five (5) business days after the end of each thirty (30)-day period, at the Company's option. Any such additional shares shall be included in the Registration Statement.

(b) In connection with the foregoing, the Company will:

(i) Prepare and file with the SEC a Registration Statement with respect to the Registrable Securities and use its best efforts to cause such Registration Statement to become and remain effective.

(ii) Prepare and file with the SEC such amendments and supplements to such Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and to comply with the provisions of the Act with respect to the sale or other disposition of the Registrable Securities whenever the Subscriber of such securities shall desire to sell the same.

(iii) Furnish to the Subscriber such number of copies of a summary prospectus or other prospectus, including a preliminary prospectus, in conformity with the requirements of the Act, and such other documents, as the Subscriber may reasonably request in order to facilitate the sale of the Registrable Securities owned by the Subscriber.

(iv) Register or qualify the Registrable Securities under applicable blue sky laws, and do such other reasonable acts and things as may be required in jurisdictions to which such blue sky laws apply; provided, however, that the Company shall not be obligated to file any general consent to service of process or qualify as a foreign corporation in any jurisdiction.

(v) Furnish at the request of the Subscriber, on the date that the Registration Statement with respect to the Registrable Securities becomes effective, an opinion, dated as of such date, of the independent counsel representing the Company for the purposes of such registration, addressed to the Subscriber stating that such Registration Statement has become effective under the Securities Act and that, to the best knowledge of such counsel, no stop order suspending the effectiveness thereof has been issued and no proceedings for that purpose have been instituted or are pending or contemplated under the Securities Act.

(vi) Use reasonable best efforts to prevent the issuance of any stop order or other order suspending the effectiveness of the Registration Statement and, if such an order is issued, to obtain the withdrawal thereof at the earliest possible time and to notify the Subscriber of the issuance of such order and the resolution thereof.

(vii) Furnish to the Subscriber, two trading days after the date that any Registration Statement becomes effective or after a stop order has been lifted, a letter, dated such date, of outside counsel representing the Company, addressed to the Subscriber, confirming the effectiveness of such Registration Statement and, to the knowledge of such counsel, the absence of any stop order.

(viii) Provide to the Subscriber and its representatives, if requested, the opportunity to conduct a reasonable inquiry of the Company's financial and other records during normal business hours and make available its officers, directors and employees for questions regarding information which the Subscriber may reasonably request in order to fulfill any due diligence obligation on its part; provided that in the case of this clause (viii), the Company shall not be required to provide, and shall not provide, the Subscriber with material, non-public information unless the Subscriber agrees to receive such information and enters into an agreement to keep such material, nonpublic information confidential and refrain from trading in any Company security for so long as such information remains material, nonpublic information.

(c) All of the expenses incurred in complying with the foregoing, including, without limitation, all registration and filing fees (including all expenses incident to filing with the FINRA), printing expenses, fees and disbursements of counsel for the Company, expenses of any special audits incident to or required by any such registration and expenses of complying with the securities or blue sky laws of any jurisdictions, but excluding brokerage or underwriting fees or commissions, shall be paid by the Company.

(d) The Company shall furnish to the Subscriber, not less than three (3) days prior to the filing of a Registration Statement or any related prospectus or amendment or supplement thereto (including any document that would be incorporated or deemed to be incorporated therein by reference), copies of all such documents proposed to be filed, which documents will be subject to the review of the Subscriber. The Company shall reflect in each such document when so filed with the SEC such comments relating to the Subscriber and its plan of distribution of the Registrable Securities as the Subscriber may reasonable propose.

(e) (i) Each document filed or to be filed with the SEC pursuant to the Exchange Act and incorporated by reference in any Registration Statement complied or will comply when so filed in all material respects with the Exchange Act, (ii) each part of each Registration Statement, when such part shall become

effective, will not contain, and each such part, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) each Registration Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iv) each Registration Statement and prospectus, as may be amended or supplemented, will comply in all material respects with the Securities Act, and (v) each prospectus, as may be amended or supplemented, will not, at the time of each sale of the Registrable Securities by the Subscriber, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this paragraph will not apply to statements or omissions in any Registration Statement or prospectus based upon information relating to the Subscriber furnished to the Company in writing by the Subscriber expressly for use therein.

Risk Factors. In connection with the new business and the appointment of a new Chairman and Chief Executive Officer, Section 3 of the Agreement is deleted in its entirety and replaced with the following:

3. RISKS RELATING TO THE ORGANIZATION AND COMMON STOCK OF THE COMPANY

The Company is an exploration stage company and has only recently commenced exploration activities on its claims. It expects to incur operating losses for the foreseeable future.

The Company's evaluation of Yavapai County, Arizona mining claim up to this point is primarily a result of historical exploration data. Although it has made field observations, the Company has not yet commenced an exploration program. Accordingly, it is not yet in a position to evaluate the likelihood that its business will be successful. It has not earned any revenues as of the date of this report. Potential investors should be aware of the difficulties normally encountered by new mineral exploration companies and the high rate of failure of such enterprises. The likelihood of success must be considered in light of the problems, expenses, difficulties, complications and delays encountered in connection with the exploration of the mineral properties that it plans to undertake. These potential problems include, but are not limited to, unanticipated problems relating to exploration, and additional costs and expenses that may exceed current estimates. Prior to completion of its exploration stage, the Company anticipates that it will incur increased operating expenses without realizing any revenues. It expects to incur significant losses into the foreseeable future. It recognizes that if it is unable to generate significant revenues from development and production of minerals from the claims, it will not be able to earn profits or continue operations. There is no history upon which to base any assumption as to the likelihood that the Company will prove successful, and it is doubtful that it will generate any operating revenues or ever achieve profitable operations. If the Company is unsuccessful in addressing these risks, its business will most likely fail.

Because the Company has not surveyed the Yavapai County, Arizona mining claim, it may discover mineralization on the claim that is not within its claim boundaries.

While the Company has conducted mineral claim title searches, this should not be construed as a guarantee of claims boundaries. Until the claims are surveyed, the precise location of the boundaries of the claims may be in doubt. If the Company discovers mineralization that is close to the claims boundaries, it is possible that some or all of the mineralization may occur outside the boundaries. In such a case the Company would not have the right to extract those minerals.

Silver mining involves significant production and operational risks.

Silver mining involves significant production and operational risks, including those related to uncertain mineral exploration success, unexpected geological or mining conditions, the difficulty of development of new deposits, unfavorable climate conditions, equipment or service failures, current unavailability of or delays in installing and commissioning plants and equipment, import or customs delays and other general operating risks. Commencement of mining can reveal mineralization or geologic formations, including higher than expected

content of other minerals that can be difficult to separate from silver, which can result in unexpectedly low recovery rates.

Problems may also arise due to the quality or failure of locally obtained equipment or interruptions to services (such as power, water, fuel or transport or processing capacity) or technical support, which could result in the failure to achieve expected target dates for exploration, or could cause production activities to require greater capital expenditure to achieve expected recoveries.

Many of these production and operational risks are beyond the Company's control. Delays in commencing successful mining activities, disruptions in production and low recovery rates could have adverse effects on results of operations, cash flows and financial condition.

Mineral exploration and development inherently involves significant and irreducible financial risks. The Company may suffer from the failure to find and develop profitable mines.

The exploration for and development of mineral deposits involves significant financial risks that even a combination of careful evaluation, experience and knowledge cannot eliminate. Unprofitable efforts may result from the failure to discover mineral deposits. Even if mineral deposits are found, those deposits may be insufficient in quantity and quality to return a profit from production, or it may take a number of years until production is possible, during which time the economic viability of the project may change. Few properties which are explored are ultimately developed into producing mines.

Substantial expenditures are required to establish ore reserves, to extract metals from ores and to construct mining and processing facilities. The economic feasibility of any development project is based upon, among other things, volatile metals prices, estimates of the size and grade of ore reserves, proximity to infrastructures and other resources such as water and power, metallurgical recoveries, production rates and capital and operating costs. Development projects also are subject to the completion of favorable feasibility studies, issuance and maintenance of necessary permits and receipt of adequate financing.

The commercial viability of a mineral deposit, once developed, depends on a number of factors, including: the particular attributes of the deposit, such as size, grade and proximity to infrastructure; government regulations including taxes, royalties and land tenure; land use; importing and exporting of minerals; environmental protection; and mineral prices. Factors that affect adequacy of infrastructure include: reliability of roads, bridges, power sources and water supply; unusual or infrequent weather phenomena; sabotage; and government or other interference in the maintenance or provision of such infrastructure. All of these factors are highly cyclical. The exact effect of these factors cannot be accurately predicted, but the combination may result in not receiving an adequate return on invested capital.

The Company is subject to the reporting requirements of federal securities laws, which can be expensive and may divert resources from other projects, thus impairing its ability to grow.

The Company is a public reporting company and, accordingly, is subject to the information and reporting requirements of the Securities and Exchange Act of 1934, as amended (the "Exchange Act") and other federal securities laws, including compliance with the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"). The costs of preparing and filing annual and quarterly reports, proxy statements and other information with the Securities and Exchange Commission (the "SEC") and furnishing audited reports to stockholders will cause its expenses to be higher than they would have been if the Company were privately held.

If the Company fails to maintain an effective system of internal control, it may not be able to report its financial results accurately or to prevent fraud. Any inability to report and file its financial results accurately and timely could harm its reputation and adversely impact the trading price of the Common Stock.

It may be time consuming, difficult and costly for the Company to implement the internal controls and reporting procedures required by the Sarbanes-Oxley Act. It may need to hire additional financial reporting, internal controls and other finance personnel in order to develop and implement appropriate internal controls and reporting procedures. Effective internal control is necessary for the Company to provide reliable financial reports and prevent fraud. If it cannot provide reliable financial reports or prevent fraud, the Company may not be able to manage its business as effectively as it would if an effective control environment existed, and its business and reputation with investors may be harmed.

Public company compliance may make it more difficult for the Company to attract and retain officers and directors.

The Sarbanes-Oxley Act and new rules subsequently implemented by the SEC have required changes in corporate governance practices of public companies. These new rules and regulations may increase the Company's compliance costs and to make certain activities more time consuming and costly. These new rules and regulations may make it more difficult and expensive for the Company to obtain director and officer liability insurance in the future and it may be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. As a result, it may be more difficult for the Company to attract and retain qualified persons to serve on its Board of Directors or as executive officers.

The price of the Common Stock may be volatile.

The market price of the Common Stock is likely to be highly volatile and could fluctuate widely in price in response to various factors, many of which are beyond the control of the Company, including the following:

- ability to obtain working capital financing;
- additions or departures of key personnel;
- limited "public float" in the hands of a small number of persons whose sales or lack of sales could result in positive or negative pricing pressure on the market price for the Common Stock;
- sales of the Common Stock;
- The Company's ability to execute its business plan;
- operating results that fall below expectations;
- loss of any strategic relationship;
- economic and other external factors; and
- period-to-period fluctuations in the Company's financial results.

In addition, the securities markets have from time to time experienced significant price and volume fluctuations that are unrelated to the operating performance of particular companies. These market fluctuations may also materially and adversely affect the market price of the Common Stock.

The Company has not paid dividends in the past and may not pay dividends in the future. Any return on investment may be limited to the value of the Common Stock.

The Company has never paid cash dividends on the Common Stock and does not anticipate doing so in the foreseeable future. The payment of dividends on the Common Stock will depend on earnings, financial

condition and other business and economic factors affecting the Company at such time as the Board of Directors may consider relevant. If the Company does not pay dividends, the Common Stock may be less valuable because a return on the Subscriber's investment will only occur if the Common Stock price appreciates.

There is currently no liquid trading market for the Common Stock and the Company cannot ensure that one will ever develop or be sustained.

To date there has been no liquid trading market for the Common Stock. The Company cannot predict how liquid the market for the Common Stock might become. As soon as is practicable, the Company anticipates applying for listing of the Common Stock on either the NYSE Amex Equities, The Nasdaq OMX or other national securities exchange, assuming that it can satisfy the initial listing standards for such exchange. It currently does not satisfy the initial listing standards, and cannot ensure that it will be able to satisfy such listing standards or that the Common Stock will be accepted for listing on any such exchange. Should it fail to satisfy the initial listing standards of such exchanges, or the Common Stock is otherwise rejected for listing and remains quoted on the OTC Bulletin Board, is suspended from the OTC Bulletin Board, or trades on the Pink Sheets, the trading price of the Common Stock could suffer and the trading market for the Common Stock may be less liquid and the Common Stock price may be subject to increased volatility.

Furthermore, for companies whose securities are quoted on the OTC Bulletin Board or the Pink Sheets, it is more difficult (1) to obtain accurate quotations, (2) to obtain coverage for significant news events because major wire services generally do not publish press releases about such companies and (3) to obtain needed capital.

The Common Stock may be deemed a "penny stock," which would make it more difficult for investors to sell their shares.

The Common Stock may be subject to the "penny stock" rules adopted under Section 15(g) of the Exchange Act. The penny stock rules generally apply to companies whose common stock is not listed on The Nasdaq OMX or other national securities exchange and trades at less than \$5.00 per share, other than companies that have had average revenue of at least \$6,000,000 for the last three years or that have tangible net worth of at least \$5,000,000 (\$2,000,000 if the company has been operating for three or more years). These rules require, among other things, that brokers who trade penny stock to persons other than "established customers" complete certain documentation, make suitability inquiries of investors and provide investors with certain information concerning trading in the security, including a risk disclosure document and quote information under certain circumstances. Many brokers have decided not to trade penny stocks because of the requirements of the penny stock rules and, as a result, the number of broker-dealers willing to act as market makers in such securities is limited. If the Company remains subject to the penny stock rules for any significant period, it could have an adverse effect on the market, if any, for its securities. If the Company's securities are subject to the penny stock rules, investors will find it more difficult to dispose of its securities.

Offers or availability for sale of a substantial number of shares of the Common Stock may cause the price of the Common Stock to decline.

If the Company's stockholders sell substantial amounts of the Common Stock in the public market, including shares issued in this Offering upon the effectiveness of the Registration Statement (as defined below), or upon the expiration of any statutory holding period under Rule 144 ("Rule 144") promulgated under the Securities Act of 1933, as amended (the "Securities Act"), or issued upon the exercise of outstanding options or warrants, it could create a circumstance commonly referred to as an "overhang" and in anticipation of which the market price of the Common Stock could fall. The existence of an overhang, whether or not sales have occurred or are occurring, also could make more difficult the Company's ability to raise additional financing through the sale of equity or equity-related securities in the future at a time and price that it deems reasonable or appropriate.

The Company may apply the proceeds of the Offering to uses that ultimately do not improve its operating results or increase the price of its common stock.

The Company intends to use the net proceeds from the Offering for general corporate purposes including acquisitions, growth initiatives and capital expenditures. Prior to April 2011, and for the past approximately twelve (12) months, the Company was principally engaged in the business of entertainment, internet and media with its acquisitions of Superdraft and Rootzoo, which businesses are presently inactive, discontinued or have been disposed of. Operating under the name EClips Media Technologies, Inc. until April 25, 2011 (previously EClips Energy Technologies, Inc.), when the effectiveness of the change of name to the present company name takes effect, the Company has failed to generate any significant results of operations or business activities. The Company intends to utilize the proceeds from the Offering to change its business and pursue resource related acquisitions, initially involving silver exploration and development, and dispose of or suspend its historical businesses. The Company and its management have no experience in resources, mining or the operation of such businesses, and anticipate adding additional experienced management from its acquisitions to assist the Company and in pursuing its new line of activity. However, the Company does not have more specific plans for the net proceeds from the Offering. Moreover, its management has broad discretion in how it actually uses these proceeds. These proceeds could be applied in ways that do not ultimately improve its operating results or otherwise increase the value of the Common Stock. Additional information about the Company's prior activities can be found at <http://sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001058307&owner=exclude&count=40> for Eclips Media Technologies, Inc. and predecessors, including additional risk factors related to the Company: www.sec.gov.

One stockholder beneficially owns 100% of the outstanding shares of the Company's Series A Convertible Preferred Stock, which enables him to influence many significant corporate actions and in certain circumstances may prevent a change in control that would otherwise be beneficial to the Company's stockholders.

One of the Company's stockholders beneficially owns 100% of the outstanding shares of Series A Convertible Preferred Stock of the Company. As such, he has a substantial impact on matters requiring the vote of the stockholders, including the election of the Company's board of directors and most of its corporate actions. This control could delay, defer, or prevent others from initiating a potential merger, takeover or other change in the Company's control, even if these actions would benefit the Company's stockholders and the Company. This control could adversely affect the voting and other rights of the Company's other stockholders and could depress the market price of the Common Stock.

Investor Relations and Shareholder Awareness Campaigns and activities, nominal "float" and supply and demand factors that may affect the price of our stock.

The Company expects to utilize various techniques such as non-deal road shows and investor relations campaigns in order to create investor awareness for the Company. These campaigns may include personal, video and telephone conferences with investors and prospective investors in which our business practices are described. The Company may provide compensation to investor relations firms and pay for newsletters, websites, mailings and email campaigns that are produced by third-parties based upon publicly-available information concerning the Company. The Company will not be responsible for the content of analyst reports and other writings and communications by investor relations firms not authored by the Company or from publicly available information. The Company does not intend to review or approve the content of such analysts' reports or other materials based upon analysts' own research or methods. Investor relations firms should generally disclose when they are compensated for their efforts, but whether such disclosure is made or complete is not under our control. In addition, investors in the Company may, from time to time, also take steps to encourage investor awareness through similar activities that may be undertaken at the expense of the investors. Investor awareness activities may also be suspended or discontinued which may impact the trading market our common stock.

The SEC and FINRA enforce various statutes and regulations intended to prevent manipulative or deceptive devices in connection with the purchase or sale of any security and carefully scrutinize trading patterns and company news and other communications for false or misleading information, particularly in cases where the hallmarks of "pump and dump" activities may exist, such as rapid share price increases or decreases. We, and our shareholders may be subjected to enhanced regulatory scrutiny due to the small number of holders who initially will own the registered shares of our common stock publicly available for resale, and the limited trading markets

in which such shares may be offered or sold which have often been associated with improper activities concerning penny-stocks, such as the OTC Bulletin Board or the OTCQB Marketplace (Pink OTC) or pink sheets. Until such time as the common stock sold in the Offering is registered and until such time as our restricted shares are registered or available for resale under Rule 144, there will continue to be a small percentage of shares held by a small number of investors, many of whom acquired such shares in privately negotiated purchase and sale transactions, that will constitute the entire available trading market. The Supreme Court has stated that manipulative action is a term of art connoting intentional or willful conduct designed to deceive or defraud investors by controlling or artificially affecting the price of securities. Often times, manipulation is associated by regulators with forces that upset the supply and demand factors that would normally determine trading prices. Since a small percentage of the outstanding common stock of the Company will initially be available for trading, held by a small number of individuals or entities, the supply of our common stock for sale will be extremely limited for an indeterminate amount of time, which could result in higher bids, asks or sales prices than would otherwise exist. Securities regulators have often cited factors such as thinly-traded markets, small numbers of holders, and awareness campaigns as hallmarks of claims of price manipulation and other violations of law when combined with manipulative trading, such as wash sales, matched orders or other manipulative trading timed to coincide with false or touting press releases. There can be no assurance that the Company's or third-parties' activities, or the small number of potential sellers or small percentage of stock in the "float," or determinations by purchasers or holders as to when or under what circumstances or at what prices they may be willing to buy or sell stock will not artificially impact (or would be claimed by regulators to have affected) the normal supply and demand factors that determine the price of the stock.

Each recipient of this Supplement MUST complete, sign and return the attached Acknowledgment and Reconfirmation by either email to Daniel Bleak at azrocks57@yahoo.com or by facsimile at (480) 288-6532 "Attention: Daniel Bleak" PRIOR TO 5:00 PM, EASTERN TIME, ON MAY 23, 2011 and elect to either:

(A) agree to the revised terms described herein and reconfirm subscription for the shares of Common Stock; or

(B) not agree to the revised terms and request to rescind participation in the Offering and receive a return of funds, without interest.

If you should have any questions, please contact either Daniel Bleak at (480) 288-6566.

EMAIL TO: azrocks57@yahoo.com
OR
FAX TO: Daniel Bleak at (480) 288-6532

To: All Recipients of Supplement No. 1 to Subscription Agreement

Each recipient of Supplement No. 1 to the Subscription Agreement (the "Agreement") has purchased shares of common stock, par value \$0.0001 per share (the "Common Stock") of Silver Horn Mining Ltd. (the "Company") under the Agreement, and must complete and sign the Acknowledgment and Reconfirmation below.

ACKNOWLEDGMENT AND RECONFIRMATION

The undersigned has reviewed (i) the Agreement and (ii) Supplement No. 1 to the Agreement (the "Supplement"), including the Company's Current Reports on Form 8-K filed with the Securities and Exchange Commission on April 29, 2011 and May 3, 2011, which are incorporated by reference in the Supplement. By initialing in the space provided below, the undersigned:

- A. _____ reconfirms its subscription for shares of Common Stock under the revised terms set forth in Supplement No. 1, and agrees to execute the Agreement and related documents in connection with the Offering.
- B. _____ elects to no longer participate in the Offering. Please return my subscription as promptly as possible (without interest). I understand that I will have no right to claim that I was entitled to the purchase the Common Stock in the Offering.

FOR INDIVIDUAL SUBSCRIBERS

**FOR CORPORATE, PARTNERSHIP, LLC OR TRUST
SUBSCRIBERS**

Name of Subscriber [Please Print]

Name of Subscriber [Please Print]

Signature

By: _____
Signature

Name of Joint Subscriber, if any [Please Print]

Name of Title of Authorized Signatory [Please Print]

Signature

Date:
