As filed with the Securities and Exchange Commission on July 22, 2011.

SEC File No. 333-_____

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

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FORM S-1

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

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SILVER HORN MINING LTD.
(Exact name of registrant as specified in its charter)

Delaware	**1000**	65-0783722
(State or other jurisdiction of incorporation or organization)	*(Primary Standard Industrial Classification Code Number)*	*(I.R.S. Employer Identification No.)*

3266 W. Galveston Drive
Apache Junction, Arizona 85120
(480) 288-6530
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Daniel Bleak
Chief Executive Officer
Silver Horn Mining Ltd.
3266 W. Galveston Drive
Apache Junction, Arizona 85120
Telephone: (480) 288-6530
Fax: (480) 288-6532
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies of all communications, including communications sent to agent for service, should be sent to:

Harvey J. Kesner, Esq.
Sichenzia Ross Friedman Ference LLP
61 Broadway, 32nd Floor
New York, New York 10006
Telephone: (212) 930-9700
Fax: (212) 930-9725

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box. ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer (Do not check if a smaller reporting company)	☐	Smaller reporting company	☒

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED (1)	PROPOSED MAXIMUM OFFERING PRICE PER SHARE	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE	AMOUNT OF REGISTRATION FEE
Common Stock, $0.0001 par value (2)	57,700,000	$0.26 (3)	$15,002,000	$1,741.73
Total				

(1) Pursuant to Rule 416 under the Securities Act, the shares of common stock offered hereby also include an indeterminate number of additional shares of common stock as may from time to time become issuable by reason of stock splits, stock dividends, recapitalizations or other similar transactions.

(2) Includes 5,500,000 shares of common stock, 19,200,000 shares of common stock issuable upon conversion of convertible debentures and 33,000,000 shares of common stock issuable upon exercise of warrants.

(3) Estimated at $0.26 per share, the average of the high and low prices as reported on the OTC Bulletin Board regulated quotation service on July 20, 2011, for the purpose of calculating the registration fee in accordance with Rule 457(c) under the Securities Act.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED JULY 22, 2011

PRELIMINARY PROSPECTUS

57,700,000 Shares

SILVER HORN MINING LTD.

Common Stock

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This prospectus relates to the sale by the selling stockholders identified in this prospectus of up to 57,700,000 shares of our common stock, which include 19,200,000 shares of common stock issuable upon conversion of convertible debentures and 33,000,000 shares of common stock issuable upon exercise of warrants.

The prices at which the selling stockholders may sell shares will be determined by the prevailing market price for the shares or in negotiated transactions. We will not receive any proceeds from the sale of these shares by the selling stockholders. All expenses of registration incurred in connection with this offering are being borne by us, but all selling and other expenses incurred by the selling stockholders will be borne by the selling stockholders.

Our common stock is quoted on the regulated quotation service of the OTC Bulletin Board under the symbol "SILV.OB". On July 20, 2011, the last reported sale price of our common stock as reported on the OTC Bulletin Board was $0.27 per share.

Investing in our common stock is highly speculative and involves a high degree of risk. You should carefully consider the risks and uncertainties in the section entitled "Risk Factors" beginning on page 3 of this prospectus before making a decision to purchase our stock.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2011

TABLE OF CONTENTS

You should rely only on the information contained in this prospectus. We have not authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not making an offer to sell these securities in any jurisdiction where offer or sale is not permitted. You should assume that the information appearing in this prospectus is accurate only as of the date on the front cover of this prospectus. Our business, financial condition, results of operations and prospects may have changed since that date.

PROSPECTUS SUMMARY

The following summary highlights information contained elsewhere in this prospectus. It may not contain all the information that may be important to you. You should read this entire prospectus carefully, including the sections entitled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operation," and our historical financial statements and related notes included elsewhere in this prospectus.

Overview

We are primarily engaged in the acquisition and exploration of properties that may contain silver deposits. Our target properties are those that have been the subject of historical exploration. We have filed Federal unpatented lode mining claims in Yavapai County, Arizona and Mohave County, Arizona for the purpose of exploration and potential development of silver deposits on a total of approximately 1,000 acres. We plan to review opportunities to acquire additional mineral properties with current or historic silver deposits with meaningful exploration potential.

Our properties do not have any reserves. We plan to conduct exploration programs on these properties with the objective of ascertaining whether any of our properties contain economic concentrations of uranium that are prospective for mining. We have not generated any revenues from our mining exploration to date.

Corporate History

We were incorporated under the name "Swifty Carwash & Quick-Lube, Inc." in the state of Florida on September 25, 1997. On October 22, 1999, we changed our name from "Swifty Carwash & Quick-Lube, Inc." to "SwiftyNet.com, Inc." On January 29, 2001, we changed our name from "SwiftyNet.com, Inc." to "Yseek, Inc." On June 10, 2003, we changed our name from "Yseek, Inc." to "Advanced 3-D Ultrasound Services, Inc." We merged with World Energy Solutions, Inc., a private Florida corporation, on August 17, 2005. Advanced 3D Ultrasound Services, Inc. remained as the surviving entity and legal acquirer, and World Energy Solutions, Inc. was the accounting acquirer. On November 7, 2005, we changed our name to "World Energy Solutions, Inc." and merged with Professional Technical Systems, Inc. We remained as the surviving entity and legal acquirer, while Professional Technical Systems, Inc. was the accounting acquirer. On February 26, 2009, we changed our name to "EClips Energy Technologies, Inc." For the purpose of changing our state of incorporation to Delaware, we merged with and into our newly-formed wholly-owned subsidiary, EClips Media Technologies, Inc. on April 21, 2010, with EClips Media Technologies, Inc. continuing as the surviving corporation. Effective April 25, 2011, we changed our name to "Silver Horn Mining Ltd." from "EClips Media Technologies, Inc." pursuant to a parent-subsidiary merger under Section 253 of the Delaware General Corporation Law.

Our principal executive offices are located at 3266 W. Galveston Drive, Apache Junction, Arizona 85120, and our telephone number is (480) 288-6566.

The Offering

Common stock offered by the selling stockholders:	57,700,000 shares, consisting of 5,500,000 shares issued to 23 investors in a private placement, 19,200,000 shares of common stock issuable upon conversion of convertible debentures and 33,000,000 shares of common stock issuable upon exercise of warrants
Common stock outstanding before and after this offering:	211,833,555 (1)
Use of proceeds:	We will not receive any proceeds from the sale of shares in this offering by the selling stockholders.
OTC Bulletin Board symbol:	SILV.OB
Risk factors:	You should carefully consider the information set forth in this prospectus and, in particular, the specific factors set forth in the "Risk Factors" section beginning on page 3 of this prospectus before deciding whether or not to invest in shares of our common stock.

(1) The number of outstanding shares before and after the offering is based upon 211,833,555 shares outstanding as of July 20, 2011.

The number of shares of common stock outstanding before and after this offering excludes:

- 19,200,000 shares of common stock issuable upon the conversion of outstanding debentures;
- 36,000,000 shares of common stock issuable upon the exercise of outstanding warrants; and
- 30,000,000 shares of common stock issuable upon the exercise of currently outstanding options with a weighted average exercise price of $0.05 per share.

RISK FACTORS

Investing in our common stock involves a high degree of risk. Before investing in our common stock you should carefully consider the following risks, together with the financial and other information contained in this prospectus. If any of the following risks actually occurs, our business, prospects, financial condition and results of operations could be adversely affected. In that case, the trading price of our common stock would likely decline and you may lose all or a part of your investment.

Risks Relating to Our Business

WE ARE AN EXPLORATION STAGE COMPANY AND HAVE ONLY RECENTLY COMMENCED EXPLORATION ACTIVITIES ON OUR CLAIMS. WE EXPECT TO INCUR OPERATING LOSSES FOR THE FORESEEABLE FUTURE.

Our evaluation of the 36 federal unpatented lode mining claims located in Yavapai County, Arizona and of the 14 federal unpatented lode mining claims located in Mohave County, Arizona is primarily a result of historical exploration data. Although we have made field observations, our exploration program is just getting under way. Accordingly, we are not yet in a position to evaluate the likelihood that our business will be successful. We have 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 we plan 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 our exploration stage, we anticipate that we will incur increased operating expenses without realizing any revenues. We expect to incur significant losses into the foreseeable future. We recognize that if we are unable to generate significant revenues from development and production of minerals from the claims, we 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 we will prove successful, and it is doubtful that we will generate any operating revenues or ever achieve profitable operations. If we are unsuccessful in addressing these risks, our business will most likely fail.

BECAUSE WE HAVE NOT SURVEYED OUR MINING CLAIMS, WE MAY DISCOVER MINERALIZATION ON THE CLAIMS THAT IS NOT WITHIN OUR CLAIMS BOUNDARIES.

While we have 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 we discover 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 we would not have the right to extract those minerals.

IF WE DISCOVER COMMERCIAL RESERVES OF PRECIOUS METALS ON OUR MINERAL PROPERTY, WE CAN PROVIDE NO ASSURANCE THAT WE WILL BE ABLE TO OBTAIN FINANCING TO SUCCESSFULLY ADVANCE THE MINERAL CLAIMS INTO COMMERCIAL PRODUCTION.

If our exploration program is successful in establishing ore of commercial tonnage and grade, we will require additional funds in order to advance the claims into commercial production. Obtaining additional financing would be subject to a number of factors, including the market price for the minerals, investor acceptance of our claims and general market conditions. These factors may make the timing, amount, terms or conditions of additional financing unavailable to us. The most likely source of future funds is through the sale of equity capital. Any sale of share capital will result in dilution to existing shareholders. We may be unable to obtain any such funds, or to obtain such funds on terms that we consider economically feasible and an investor may lose any investment he makes in our shares.

OUR INDEPENDENT AUDITOR HAS ISSUED AN AUDIT OPINION WHICH INCLUDES A STATEMENT DESCRIBING A DOUBT WHETHER WE WILL CONTINUE AS A GOING CONCERN.

As described in Note 2 of our accompanying financial statements, our lack of operations and any guaranteed sources of future capital create substantial doubt as to our ability to continue as a going concern. If our business plan does not work, we could remain as a start-up company with limited operations and revenues.

GOVERNMENT REGULATION OR OTHER LEGAL UNCERTAINTIES MAY INCREASE COSTS AND OUR BUSINESS WILL BE NEGATIVELY AFFECTED.

Laws and regulations govern the exploration, development, mining, production, importing and exporting of minerals; taxes; labor standards; occupational health; waste disposal; protection of the environment; mine safety; toxic substances; and other matters. In many cases, licenses and permits are required to conduct mining operations. Amendments to current laws and regulations governing operations and activities of mining companies or more stringent implementation thereof could have a substantial adverse impact on us. Applicable laws and regulations will require us to make certain capital and operating expenditures to initiate new operations. Under certain circumstances, we may be required to stop exploration activities, once started, until a particular problem is remedied or to undertake other remedial actions.

BASED ON CONSUMER DEMAND, THE GROWTH AND DEMAND FOR ANY SILVER WE MAY RECOVER FROM OUR CLAIMS MAY BE SLOWED, RESULTING IN REDUCED REVENUES.

Our continued success will be dependent on the growth of demand for silver. If consumer demand slows our revenues may be significantly affected. This could limit our ability to generate revenues and our financial condition and operating results may be harmed.

THE GLOBAL ECONOMIC CRISIS COULD HAVE A MATERIAL ADVERSE EFFECT ON OUR LIQUIDITY AND CAPITAL RESOURCES.

The recent distress in the financial markets has resulted in extreme volatility in security prices and diminished liquidity and credit availability, and there can be no assurance that our liquidity will not be affected by changes in the financial markets and the global economy or that our capital resources will at all times be sufficient to satisfy our liquidity needs. In addition, the tightening of the credit markets could make it more difficult for us to access funds, enter into agreements for new debt or obtain funding through the issuance of our securities.

OUR BUSINESS MAY REQUIRE ADDITIONAL CAPITAL FOR CONTINUED GROWTH, AND OUR GROWTH MAY BE SLOWED IF WE DO NOT HAVE SUFFICIENT CAPITAL.

The continued growth and operation of our business may require additional funding for working capital. We may be unable to secure such funding when needed in adequate amounts or on acceptable terms, if at all. To execute our business strategy, we may issue additional equity securities in public or private offerings, potentially at a price lower than the market price at the time of such issuance. Similarly, we may seek debt financing and may be forced to incur significant interest expense. If we cannot secure sufficient funding, we may be forced to forego strategic opportunities or delay, scale back or eliminate operations, acquisitions, and other investments.

Our ability to obtain needed financing may be impaired by such factors as the condition of the economy and capital markets, both generally and specifically in our industry, and the fact that we are not profitable, which could impact the availability or cost of future financings. If the amount of capital we are able to raise from financing activities, together with our revenues from operations, is not sufficient to satisfy our capital needs, even to the extent that we reduce our operations accordingly, we may be required to cease operations.

OUR INABILITY TO USE SHARES OF OUR COMMON STOCK TO FINANCE FUTURE ACQUISITIONS COULD IMPAIR THE GROWTH AND EXPANSION OF OUR BUSINESS.

The extent to which we will be able or willing to use shares of our common stock to consummate acquisitions will depend on (i) the market value of our securities which will vary, (ii) liquidity, which is presently limited, and (iii) the willingness of potential sellers to accept shares of our common stock as full or partial payment for their business. Using shares of our common stock for this purpose may result in significant dilution to existing stockholders. To the extent that we are unable to use common stock to make future acquisitions, our ability to grow through acquisitions may be limited by the extent to which we are able to raise capital through debt or equity financings. We may not be able to obtain the necessary capital to finance any acquisitions. If we are unable to obtain additional capital on acceptable terms, we may be required to reduce the scope of expansion or redirect resources committed to internal purposes. Our failure to use shares of our common stock to make future acquisitions may hinder our ability to actively pursue our acquisition program.

Risks Relating to Our Organization

COMPLIANCE WITH THE REPORTING REQUIREMENTS OF FEDERAL SECURITIES LAWS CAN BE EXPENSIVE AND MAY DIVERT RESOURCES FROM OTHER PROJECTS, THUS IMPAIRING OUR ABILITY GROW.

We are subject to the information and reporting requirements of the Securities 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 SEC and furnishing audited reports to stockholders will cause our expenses to be higher than they would have been if we were a privately owned company.

It may be time consuming, difficult and costly for us to develop and implement the internal controls and reporting procedures required by the Sarbanes-Oxley Act. We 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. If we are unable to comply with the internal controls requirements of the Sarbanes-Oxley Act, then we may not be able to obtain the independent accountant certifications required by such act, which may preclude us from keeping our filings with the Securities and Exchange Commission current and interfere with the ability of investors to trade our securities and for our shares to continue to be quoted on the OTC Bulletin Board or to list on any national securities exchange.

OUR CERTIFICATE OF INCORPORATION ALLOWS FOR OUR BOARD TO CREATE NEW SERIES OF PREFERRED STOCK WITHOUT FURTHER APPROVAL BY OUR STOCKHOLDERS WHICH COULD ADVERSELY AFFECT THE RIGHTS OF THE HOLDERS OF OUR COMMON STOCK.

Our board of directors has the authority to fix and determine the relative rights and preferences of preferred stock. Our board of directors also has the authority to issue preferred stock without further stockholder approval. As a result, our board of directors could authorize the issuance of a series of preferred stock that would grant to such holders (i) the preferred right to our assets upon liquidation, (ii) the right to receive dividend payments before dividends are distributed to the holders of common stock and (iii) the right to the redemption of the shares, together with a premium, prior to the redemption of our common stock. In addition, our board of directors could authorize the issuance of a series of preferred stock that has greater voting power than our common stock or that is convertible into our common stock, which could decrease the relative voting power of our common stock or result in dilution to our existing common stockholders.

IF WE FAIL TO ESTABLISH AND MAINTAIN AN EFFECTIVE SYSTEM OF INTERNAL CONTROL, WE MAY NOT BE ABLE TO REPORT OUR FINANCIAL RESULTS ACCURATELY OR TO PREVENT FRAUD. ANY INABILITY TO REPORT AND FILE OUR FINANCIAL RESULTS ACCURATELY AND TIMELY COULD HARM OUR REPUTATION AND ADVERSELY IMPACT THE TRADING PRICE OF OUR COMMON STOCK.

Effective internal control is necessary for us to provide reliable financial reports and prevent fraud. If we cannot provide reliable financial reports or prevent fraud, we may not be able to manage our business as effectively as we would if an effective control environment existed, and our business and reputation with investors may be harmed. As a result, our small size and any current internal control deficiencies may adversely affect our financial condition, results of operation and access to capital. Management has determined that our internal audit function is significantly deficient due to insufficient qualified resources to perform internal audit functions. During our assessment of the effectiveness of internal control over financial reporting as of December 31, 2010, management identified significant deficiency related to (i) our internal audit functions, and (ii) a lack of segregation of duties within accounting functions. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with any policies and procedures may deteriorate.

PUBLIC COMPANY COMPLIANCE MAY MAKE IT MORE DIFFICULT TO ATTRACT AND RETAIN OFFICERS AND DIRECTORS.

The Sarbanes-Oxley Act and rules implemented by the Securities and Exchange Commission have required changes in corporate governance practices of public companies. As a public company, we expect these rules and regulations to increase our compliance costs in 2011 and beyond and to make certain activities more time consuming and costly. As a public company, we also expect that these rules and regulations may make it more difficult and expensive for us to obtain director and officer liability insurance and we 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 us to attract and retain qualified persons to serve on our board of directors or as executive officers, and to maintain insurance at reasonable rates, or at all.

OUR MANAGEMENT'S AND BOARD OF DIRECTORS' RELATIVE LACK OF PUBLIC COMPANY EXPERIENCE COULD PUT US AT GREATER RISK OF INCURRING FINES OR REGULATORY ACTIONS FOR FAILURE TO COMPLY WITH FEDERAL SECURITIES LAWS AND COULD PUT US AT A COMPETITIVE DISADVANTAGE.

Daniel Bleak, our Chief Executive Officer, Chairman and Chief Financial Officer, and John Eckersley, a director, each have less than one year of experience managing and operating a public company and Joseph Wilkins, Jr., our other director, has no prior experience managing and operating a public company. As our management and board of directors have minimal public company experience, we may have to spend more time and money to comply with legally mandated corporate governance policies than our competitors whose management teams and boards have more public company experience. Any failure to comply or adequately comply with federal securities laws, rules or regulations could subject us to fines or regulatory actions, which may materially adversely affect our business, prospects, results of operations and financial condition.

Risks Relating to Our Common Stock

WE MAY FAIL TO QUALIFY FOR CONTINUED LISTING ON THE OTC BULLETIN BOARD WHICH COULD MAKE IT MORE DIFFICULT FOR INVESTORS TO SELL THEIR SHARES.

Our common stock is listed on the OTC Bulletin Board. There can be no assurance that trading of our common stock on such market will be sustained or that we can meet OTC Bulletin Board's continued listing standards. In the event that our common stock fails to qualify for continued inclusion, our common stock could thereafter only be quoted on the "pink sheets." Under such circumstances, shareholders may find it more difficult to dispose of, or to obtain accurate quotations, for our common stock, and our common stock would become substantially less attractive to certain purchasers such as financial institutions, hedge funds and other similar investors.

OUR COMMON STOCK MAY BE AFFECTED BY LIMITED TRADING VOLUME AND PRICE FLUCTUATIONS WHICH COULD ADVERSELY IMPACT THE VALUE OF OUR COMMON STOCK.

There has been limited trading in our common stock and there can be no assurance that an active trading market in our common stock will either develop or be maintained. Our common stock has experienced, and is likely to experience in the future, significant price and volume fluctuations which could adversely affect the market price of our common stock without regard to our operating performance. In addition, we believe that factors such as quarterly fluctuations in our financial results and changes in the overall economy or the condition of the financial markets could cause the price of our common stock to fluctuate substantially. These fluctuations may also cause short sellers to periodically enter the market in the belief that we will have poor results in the future. We cannot predict the actions of market participants and, therefore, can offer no assurances that the market for our common stock will be stable or appreciate over time.

OUR STOCK PRICE MAY BE VOLATILE.

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

- changes in our industry;
- competitive pricing pressures;
- our ability to obtain working capital financing;
- additions or departures of key personnel;
- sales of our common stock;
- our ability to execute our business plan;
- operating results that fall below expectations;
- loss of any strategic relationship;
- regulatory developments; and
- economic and other external factors.

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 our common stock.

WE HAVE NOT PAID CASH DIVIDENDS IN THE PAST AND DO NOT EXPECT TO PAY CASH DIVIDENDS IN THE FUTURE. ANY RETURN ON AN INVESTMENT IN OUR COMMON STOCK MAY BE LIMITED TO THE VALUE OF THE COMMON STOCK.

We have never paid cash dividends on our common stock and do not anticipate doing so in the foreseeable future. The payment of dividends on our common stock will depend on our earnings, financial condition, and other business and economic factors as our board of directors may consider relevant. If we do not pay dividends, our common stock may be less valuable because a return on a shareholder's investment will only occur if our stock price appreciates.

OFFERS OR AVAILABILITY FOR SALE OF A SUBSTANTIAL NUMBER OF SHARES OF OUR COMMON STOCK MAY CAUSE THE PRICE OF OUR COMMON STOCK TO DECLINE.

If our stockholders sell substantial amounts of our common stock in the public market, including shares covered by the registration statement of which this prospectus forms a part, or upon the expiration of any statutory holding period under Rule 144, or issued upon the exercise or conversion of outstanding options, warrants or convertible debentures, a circumstance commonly referred to as an "overhang" could occur and in anticipation of which the market price of our common stock could fall. The existence of an overhang, whether or not sales have occurred or are occurring, also could make more difficult our ability to raise additional financing through the sale of equity or equity-related securities in the future at a time and price that we deem reasonable or appropriate.

INVESTOR RELATIONS ACTIVITIES, NOMINAL "FLOAT" AND SUPPLY AND DEMAND FACTORS MAY AFFECT THE PRICE OF OUR STOCK.

We expect to utilize various techniques such as non-deal road shows and investor relations campaigns in order to create investor awareness. These campaigns may include personal, video and telephone conferences with investors and prospective investors in which our business practices are described. We 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 us. We will not be responsible for the content of analyst reports and other writings and communications by investor relations firms not authored by us or from publicly available information. We do 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, our investors may be willing, from time to time, to encourage investor awareness through similar activities. Investor awareness activities may also be suspended or discontinued which may impact the trading market our common stock.

The Securities and Exchange Commission 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 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 our outstanding common stock 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 thinly-traded markets, small numbers of holders, and awareness campaigns as components of their 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 our 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.

EXERCISE OF OPTIONS, WARRANTS AND CONVERTIBLE DEBENTURES MAY HAVE A DILUTIVE EFFECT ON OUR COMMON STOCK.

If the price per share of our common stock at the time of exercise of any options, warrants, convertible debentures or any other convertible securities is in excess of the various exercise or conversion prices of such convertible securities, exercise or conversion of such convertible securities would have a dilutive effect on our common stock. As of July 20, 2011, we had (i) outstanding options to purchase 30,000,000 shares of our common stock at an exercise price of $0.05 per share, (ii) outstanding convertible debentures that are convertible into 19,200,000 shares of our common stock at $0.025 per share outstanding warrants to purchase 36,000,000 shares of our common stock at $0.025 per share and (iii). Further, any additional financing that we secure may require the granting of rights, preferences or privileges senior to those of our common stock and result in additional dilution of the existing ownership interests of our common stockholders.

OUR COMMON STOCK MAY BE DEEMED A "PENNY STOCK," WHICH WOULD MAKE IT MORE DIFFICULT FOR OUR INVESTORS TO SELL THEIR SHARES.

Our 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 Stock Market or other national securities exchange and trades at less than $4.00 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 we remain subject to the penny stock rules for any significant period, it could have an adverse effect on the market for our securities. If our securities are subject to the penny stock rules, investors will find it more difficult to dispose of our securities.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains "forward-looking statements," which include information relating to future events, future financial performance, strategies, expectations, competitive environment and regulation. Words such as "may," "should," "could," "would," "predicts," "potential," "continue," "expects," "anticipates," "future," "intends," "plans," "believes," "estimates," and similar expressions, as well as statements in future tense, identify forward-looking statements. Forward-looking statements should not be read as a guarantee of future performance or results and will probably not be accurate indications of when such performance or results will be achieved. Forward-looking statements are based on information we have when those statements are made or our management's good faith belief as of that time with respect to future events, and are subject to risks and uncertainties that could cause actual performance or results to differ materially from those expressed in or suggested by the forward-looking statements. Important factors that could cause such differences include, but are not limited to:

- changes in our industry;
- competitive pricing pressures;
- our ability to obtain working capital financing;
- additions or departures of key personnel;
- sales of our common stock;
- our ability to execute our business plan;
- operating results that fall below expectations;
- loss of any strategic relationship;
- regulatory developments; and
- economic and other external factors.

You should review carefully the section entitled "Risk Factors" beginning on page 3 of this prospectus for a discussion of these and other risks that relate to our business and investing in shares of our common stock.

USE OF PROCEEDS

The selling stockholders will receive all of the proceeds from the sale of the shares offered by them under this prospectus. We will not receive any proceeds from the sale of the shares by the selling stockholders covered by this prospectus.

MARKET FOR OUR COMMON STOCK AND RELATED STOCKHOLDER MATTERS

In 2009 and through May 16, 2010, our common stock traded on the OTC Bulletin Board under the symbol EEGT.OB. On May 17, 2010, our trading symbol on the OTC Bulletin Board was changed to EEMT.OB as a result of our merger into our wholly owned subsidiary EClips Energy Technologies, Inc. On April 27, 2011, our trading symbol on the OTC Bulletin Board was changed to SILV.OB as a result of our name change effected pursuant to Section 235 of the Delaware General Corporation Law. The following table sets forth the high and low bid prices for the periods indicated as reported on the OTC Bulletin Board. The quotations reflect inter-dealer prices, without retail mark-up, mark-down or commission, and may not necessarily represent actual transactions.

Common Stock

	High	Low
1st quarter 2009	$ 0.07	$ 0.02
2nd quarter 2009	0.08	0.01
3rd quarter 2009	1.71	0.01
4th quarter 2009	0.95	0.03
1st quarter 2010	$ 0.14	$ 0.05
2nd quarter 2010	0.11	0.01
3rd quarter 2010	0.06	0.03
4th quarter 2010	0.11	0.02
1st quarter 2011	$ 0.29	$ 0.10
2nd quarter 2011	0.45	0.13
3rd quarter 2011 (through July 20, 2011)	0.29	0.21

All per share amounts are retroactively adjusted for our 1:150 reverse stock split effective August 25, 2009, our 2:1 forward exchange effective April 21, 2010 and the 2:1 stock dividend issued to certain of our stockholders on December 31, 2010.

The last reported sales price of our common stock on the OTC Bulletin Board on July 20, 2011, was $0.27 per share. As of July 20, 2011, there were 527 holders of record of our common stock.

DIVIDEND POLICY

In the past, we have not declared or paid cash dividends on our common stock, and we do not intend to pay any cash dividends on our common stock. Rather, we intend to retain future earnings (if any) to fund the operation and expansion of our business and for general corporate purposes. Subject to legal and contractual limits, our board of directors will make any decision as to whether to pay dividends in the future.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATION

Corporate History and Overview

We were incorporated under the name "Swifty Carwash & Quick-Lube, Inc." in the state of Florida on September 25, 1997. On October 22, 1999, we changed our name from "Swifty Carwash & Quick-Lube, Inc." to "SwiftyNet.com, Inc." On January 29, 2001, we changed our name from "SwiftyNet.com, Inc." to "Yseek, Inc." On June 10, 2003, we changed our name from "Yseek, Inc." to "Advanced 3-D Ultrasound Services, Inc." We merged with World Energy Solutions, Inc., a private Florida corporation, on August 17, 2005. Advanced 3D Ultrasound Services, Inc. remained as the surviving entity and legal acquirer, and World Energy Solutions, Inc. was the accounting acquirer. On November 7, 2005, we changed our name to "World Energy Solutions, Inc." and merged with Professional Technical Systems, Inc. We remained as the surviving entity and legal acquirer, while Professional Technical Systems, Inc. was the accounting acquirer. On February 26, 2009, we changed our name to "EClips Energy Technologies, Inc." For the purpose of changing our state of incorporation to Delaware, we had merged with and into our then newly-formed wholly-owned subsidiary, EClips Media Technologies, Inc. on April 21, 2010, with EClips Media Technologies, Inc. continuing as the surviving corporation. Effective April 25, 2011, we changed our name to "Silver Horn Mining Ltd." from "EClips Media Technologies, Inc." pursuant to Section 253 of the Delaware General Corporation Law by merging a newly-formed, wholly-owned subsidiary of ours with and into the Company, with the Company as the surviving corporation in the merger.

Upon the appointment of Daniel Bleak as our Chief Executive Officer and Chairman on May 2, 2011, we focused our business efforts on the acquisition and exploration of properties that may contain mineral resources, principally silver. Our target properties are those that have been the subject of historical exploration or previous production. We have filed federal unpatented lode mining claims in Arizona for the purpose of exploration and potential development of silver on a total of approximately 1,000 acres. We plan to review opportunities to acquire additional mineral properties with current or historic silver mineralization with meaningful exploration potential.

Our properties do not have any reserves. We plan to conduct exploration programs on these properties with the objective of ascertaining whether any of our properties contain concentrations of silver that are prospective for mining.

Recent Events

On June 21, 2010, through our wholly-owned subsidiary SD Acquisition Corp, we acquired all of the business and assets of Brand Interaction Group, LLC. Brand Interaction Group, LLC owned and operated Superdraft, a sports entertainment and media business focused on promotion of fantasy league events through live and online events. In connection with the acquisition, Eric Simon, the control person of Brand Interaction Group, LLC, was appointed as our Chief Executive Officer and was issued 10,000,000 shares of our common stock. We also issued Brand Interaction Group, LLC 20,000,000 shares of our common stock and assumed certain debt that it had previously issued to several of its creditors.

In the fall of 2010, we decided to discontinue the operations of SD Acquisition Corp. because of the disappointing performance and negative results of its most recent fantasy league event in August 2010. Mr. Simon resigned as our Chief Executive Officer on November 15, 2010 and on December 7, 2010, we entered into a spinoff agreement with Brand Interaction Group, LLC, Mr. Simon, SD Acquisition Corp. and certain holders of our outstanding convertible debentures pursuant to which we agreed to spinoff SD Acquisition Corp. to Brand Interaction Group, LLC and Mr. Simon and cancel the 30,000,000 shares of common stock previously issued to Brand Interaction Group, LLC and Mr. Simon. Upon the execution of the spinoff, we were released from any obligations and agreements incurred by Mr. Simon on behalf of SD Acquisition Corp. As set forth in the spinoff agreement, Brand Interaction Group, LLC is obligated to make direct payments of an aggregate of $95,000 to certain holders of our convertible debentures in order to retire or reduce, on a dollar for dollar basis, amounts due and payable by us to such holders. In connection with the foregoing, Brand Interaction Group, LLC issued a $95,000 promissory note to these holders. The note is payable in six equal monthly installments of $15,833, with the first payment due on January 21, 2011. Between January 2011 and June 2011, Brand Interaction Group, LLC paid the holders approximately $95,000 and such amount reduced the principal balance of our convertible debentures issued to these holders.

Effective April 25, 2011, we changed our name to "Silver Horn Mining Ltd." from "EClips Media Technologies, Inc." Effective April 27, 2011, our common stock began trading under a new symbol, "SILV", on the OTC Bulletin Board. Until such date, our common stock traded under the symbol "EEMT". On April 26, 2011, the Can-Am Gold Corp. delivered a quitclaim deed that conveyed to us all of its rights, title and interest in 36 unpatented lode mining claims located in Yavapai County, Arizona. We paid Can-Am Gold Corp. ten dollars ($10.00) as consideration for the quitclaim deed. On May 2, 2011, our Board of Directors appointed Daniel Bleak, Can-Am Gold Corp.'s President and sole director, as Chairman and Chief Executive Officer. Upon the effectiveness of Mr. Bleak's appointment, we commenced focusing our business efforts on mining and resources, principally silver exploration and production.

On May 23, 2011, we entered into subscription agreements with certain investors whereby we sold an aggregate of 11,000,000 shares of our common stock at a purchase price of $0.05 per share and an aggregate purchase price of $550,000. As set forth in the subscription agreements, we agreed to file a "resale" registration statement with the Securities and Exchange Commission covering 50% of the shares of the common stock sold to each investor in the offering within 60 days of the closing of the offering. We agreed to use our best efforts to cause the registration statement to be declared effective within 120 days.

For the three months ended March 31, 2011, we had a net loss of $5,879,950 and $89,543 of net cash used in operations. At March 31, 2011 we had a working capital deficiency of $9,347,030. Additionally, at March 31, 2011, we had an accumulated deficit of approximately $42 million and stockholder's deficit of $9,462,749. These matters and our expected needs for capital investments required to support operational growth raise substantial doubt about our ability to continue as a going concern. Our consolidated financial statements do not include any adjustments to reflect the possible effects on recoverability and classification of assets or the amounts and classification of liabilities that may result from our inability to continue as a going concern.

Critical Accounting Policies and Estimates

Our financial statements and accompanying notes are prepared in accordance with generally accepted accounting principles in the United States. Preparing financial statements requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses. These estimates and assumptions are affected by management's applications of accounting policies. Critical accounting policies for our company include accounting for derivative liabilities and stock based compensation.

Stock Based Compensation

In December 2004, the Financial Accounting Standards Board, or FASB, issued FASB ASC Topic 718: Compensation – Stock Compensation ("ASC 718"). Under ASC 718, companies are required to measure the compensation costs of share-based compensation arrangements based on the grant-date fair value and recognize the costs in the financial statements over the period during which employees are required to provide services. Share-based compensation arrangements include stock options, restricted share plans, performance-based awards, share appreciation rights and employee share purchase plans. Companies may elect to apply this statement either prospectively, or on a modified version of retrospective application under which financial statements for prior periods are adjusted on a basis consistent with the pro forma disclosures required for those periods under ASC 718. Upon adoption of ASC 718, we elected to value employee stock options using the Black-Scholes option valuation method that uses assumptions that relate to the expected volatility of the our common stock, the expected dividend yield of our stock, the expected life of the options and the risk free interest rate. Such compensation amounts, if any, are amortized over the respective vesting periods or period of service of the option grant.

Use of Estimates

In preparing the consolidated financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the statements of financial condition, and revenues and expenses for the years then ended. Actual results may differ significantly from those estimates. Significant estimates made by management include, but are not limited to, the assumptions used to calculate stock-based compensation, derivative liabilities, and debt discount.

Derivative Liabilities

In June 2008, a FASB approved guidance related to the determination of whether a freestanding equity-linked instrument should be classified as equity or debt under the provisions of FASB ASC Topic No. 815-40, "Derivatives and Hedging – Contracts in an Entity's Own Stock" ("ASC 815-40"). The adoption of this requirement will affect accounting for convertible instruments and warrants with provisions that protect holders from declines in the stock price ("down-round" provisions). Warrants with such provisions will no longer be recorded in equity and would have to be reclassified to a liability. Instruments with down-round protection are not considered indexed to a company's own stock under ASC 815-40, because neither the occurrence of a sale of common stock by the company at market nor the issuance of another equity-linked instrument with a lower strike price is an input to the fair value of a fixed-for-fixed option on equity shares. ASC 815-40 guidance is to be applied to outstanding instruments as of the beginning of the fiscal year in which it is applied. The cumulative effect of the change in accounting principle shall be recognized as an adjustment to the opening balance of retained earnings (or other appropriate components of equity) for that fiscal year, presented separately. If an instrument is classified as debt, it is valued at fair value, and this value is re-measured on an ongoing basis, with changes recorded on the statement of operations in each reporting period.

Recent Accounting Pronouncements

In January 2010, the FASB issued Accounting Standards Update ("ASU") No. 2010-06, "Improving Disclosures about Fair Value Measurements" (ASU 2010-06") an amendment to ASC Topic 820, "Fair Value Measurements and Disclosures." This amendment requires an entity to: (i) disclose separately the amounts of significant transfers in and out of Level 1 and Level 2 fair value measurements and describe the reasons for the transfers and (ii) present separate information for Level 3 activity pertaining to gross purchases, sales, issuances, and settlements. ASU 2010-06 is effective for us for interim and annual reporting beginning after December 15, 2009, with one new disclosure effective after December 15, 2010. The adoption of ASU 2010-06 did not have a material impact on the results of operations and financial condition.

In February 2010, the FASB issued an amendment to the accounting standards related to the accounting for, and disclosure of, subsequent events in an entity's consolidated financial statements. This standard amends the authoritative guidance for subsequent events that was previously issued and among other things exempts Securities and Exchange Commission registrants from the requirement to disclose the date through which it has evaluated subsequent events for either original or restated financial statements. This standard does not apply to subsequent events or transactions that are within the scope of other applicable GAAP that provides different guidance on the accounting treatment for subsequent events or transactions. The adoption of this standard did not have a material impact on our consolidated financial statements.

In July 2010, the FASB issued ASU No. 2010-20, "Receivables (Topic 310): Disclosures about the Credit Quality of Financing Receivables and the Allowance for Credit Losses" ("ASU 2010-20"). ASU 2010-20 requires additional disclosures about the credit quality of a company's loans and the allowance for loan losses held against those loans. Companies will need to disaggregate new and existing disclosures based on how it develops its allowance for loan losses and how it manages credit exposures. Additional disclosure is also required about the credit quality indicators of loans by class at the end of the reporting period, the aging of past due loans, information about troubled debt restructurings, and significant purchases and sales of loans during the reporting period by class. The new guidance is effective for interim and annual periods beginning after December 15, 2010. We anticipate that adoption of these additional disclosures will not have a material effect on our financial position or results of operations.

Other accounting standards that have been issued or proposed by FASB that do not require adoption until a future date are not expected to have a material impact on the consolidated financial statements upon adoption.

Results of Operations

Three months ended March 31, 2011 compared to three months ended March 31, 2010

Net Revenues. We have not generated revenues during the three months ended March 31, 2011 and 2010.

Operating Expenses. Operating expenses consists of costs associated with our administration and in relation to the public entity. Payroll and stock based compensation expenses were $9,000 and $365,417 for the three months ended March 31, 2011 and 2010, respectively, a decrease of approximately of $356,417 or 98%. The decrease was primarily attributable to the issuance of 10,000,000 shares of common stock to our former Chief Executive Officer and Chairman pursuant to a consulting agreement in February 2010. In connection with the issuance of these shares during the three months ended March 31, 2010, we recorded stock based compensation of $335,417. We did not have a comparable expense during the three months ended March 31, 2011.

Professional and consulting expenses were $118,815 and $766,686 for three months ended March 31, 2011 and 2010, respectively, a decrease of approximately of $647,871 or 85%. Professional expenses were incurred for our audits and public filing requirements. The decrease was primarily attributable to the issuance of our common stock to two consultants for services rendered amounting to $690,000 during the three months ended March 31, 2010 offset by increase in professional fees of approximately $10,000 during the three months ended March 31, 2011.

General and administrative expenses, which consist of office expenses, insurance, rent and general operating expenses totaled $15,837 for the three months ended March 31, 2011, as compared to $18,813 for the three months ended March 31, 2010, a decrease of approximately $2,976 or 16%. General and administrative expenses decreased as a result of cost cutting measures.

Total Other Expense. Our total other expenses during the three months ended March 31, 2011 primarily included expenses associated with derivative liabilities and interest expense.

Change in Fair Value of Derivative Liabilities and Derivative Liabilities Expense

We recorded derivative liability of $8,981,256 in connection with the issuance of convertible debentures and warrants at March 31, 2011. Change in fair value of derivative liabilities expense consisted of income or expense associated with the change in the fair value of derivative liabilities as a result of the application of ASC 815-40 to our financial statements. The variation in fair value of the derivative liabilities between measurement dates amounted to an (increase) decrease of $(5,467,711) and $380,842 during the three months ended March 31, 2011 and 2010, respectively. The increase/decrease in fair value of the derivative liabilities has been recognized as other expense/income. We also recognized derivative liability expense of $950,166 during the three months ended March 31, 2010 upon issuance of the convertible debentures and warrants in fiscal 2010.

The adoption of ASC 815-40's requirements will affect accounting for convertible instruments and warrants with provisions that protect holders from declines in the stock price ("down-round" provisions). Warrants with such provisions will no longer be recorded in equity. Instruments with down-round protection are not considered indexed to a company's own stock under ASC 815-40, because neither the occurrence of a sale of common stock by the company at market nor the issuance of another equity-linked instrument with a lower strike price is an input to the fair value of a fixed-for-fixed option on equity shares. In connection with the issuance of our 6% convertible debentures beginning on December 17, 2009, we have determined that the terms of the convertible debenture include a down-round provision under which the conversion price could be affected by future equity offerings undertaken by us until the 18 month anniversary of such convertible debenture.

So long as convertible instruments and warrants with down-round provisions that protect holders from declines in the stock price remain outstanding, we will recognize other income or expense in future periods based upon the fluctuation of the market price of our common stock. This non-cash income or expense is reasonably anticipated to materially affect our net loss in future periods. We are, however, unable to estimate the amount of such income/expense in future periods as the income/expense is partly based on the market price of our common stock at the end of a future measurement date. In addition, in the future if we issue securities which are classified as derivatives we will incur expense and income items in future periods. Investors are cautioned to consider the impact of this non-cash accounting treatment on our financial statements.

Interest Expense, Net

Interest expense consists primarily of interest recognized in connection with the amortization of debt discount, amortization of debt issuance cost and interest on our convertible debentures. The increase in interest expense when compared to the same period in 2010 is primarily attributable to the amortization of the debt discount amounting to approximately $288,854 during the three months ended March 31, 2011, associated with the 6% convertible debenture as compared to $26,042 during the three months ended March 31, 2010.

Loss from Operations

We recorded loss from operations of $143,652 for the three months ended March 31, 2011 as compared to $1,150,916 for the three months ended March 31, 2010.

Net Loss

We recorded net loss of $5,879,950 for the three months ended March 31, 2011 as compared to $1,750,249 for the three months ended March 31, 2010. As a result of the factors described above, our net loss per share (basic and diluted) for the three months ended March 31, 2011 was $0.03 per share as compared to $0.01 per share during the same period in 2010.

Liquidity and Capital Resources

Liquidity is the ability of a company to generate funds to support its current and future operations, satisfy its obligations, and otherwise operate on an ongoing basis. At March 31, 2011, we had a cash balance of $129,510. Our working capital deficit is $9,347,030 at March 31, 2011. We reported a net loss of $5,879,950 and $1,750,249 during the three months ended March 31, 2011 and 2010, respectively. We do not anticipate we will be profitable in fiscal 2011.

We reported a net increase in cash for the three months ended March 31, 2011 of $35,457. While we currently have no material commitments for capital expenditures, at March 31, 2011 we owed $652,500 under various convertible debentures. During the three months ended March 31, 2011, we have raised net proceeds of $125,000 from exercise of stock warrants. We do not presently have any external sources of working capital.

We do not have revenues to fund our operating expenses. We presently do not have any available credit, bank financing or other external sources of liquidity. We will need to obtain additional capital in order to expand operations and become profitable. In order to obtain capital, we may need to sell additional shares of our common stock or borrow funds from private lenders. There can be no assurance that we will be successful in obtaining additional funding. Additional capital is being sought, but we cannot guarantee that we will be able to obtain such investments. Financing transactions may include the issuance of equity or debt securities, obtaining credit facilities, or other financing mechanisms. However, the trading price of our common stock and a downturn in the U.S. equity and debt markets could make it more difficult to obtain financing through the issuance of equity or debt securities. Even if we are able to raise the funds required, it is possible that we could incur unexpected costs and expenses, fail to collect significant amounts owed to us, or experience unexpected cash requirements that would force us to seek alternative financing. Furthermore, if we issue additional equity or debt securities, stockholders may experience additional dilution or the new equity securities may have rights, preferences or privileges senior to those of existing holders of our common stock. If additional financing is not available or is not available on acceptable terms, we will have to curtail our operations.

Operating Activities

Net cash flows used in operating activities for the three months ended March 31, 2011 amounted to $89,543 and were primarily attributable to our net losses of $5,879,950, offset by amortization of debt discount and debt issuance costs of $290,417, change in fair value of derivative liabilities of $5,467,711, amortization of prepaid expenses of $45,567, total changes in assets and liabilities of $14,956 and add back gain from settlement of debt of $28,244. Net cash flows used in operating activities for the three months ended March 31, 2010 amounted to $76,629 and were primarily attributable to our net losses of $1,750,249, offset by amortization of debt discount of $26,042, stock based expenses of $1,025,417, derivative liability expense of $950,166, total changes in assets and liabilities of $50,787 and add back change in fair value of derivative liabilities of ($380,842).

Investing Activities

Net cash flows used in investing activities were $0 for the three months ended March 31, 2011. Net cash flows used in investing activities were $138,775 for the three months ended March 31, 2010. We paid leasehold improvement of $8,325 and invested $130,450 on a 6% demand promissory note receivable.

Financing Activities

Net cash flows provided by financing activities were $125,000 for the three months ended March 31, 2011. We received net proceeds from exercise of stock warrants of $125,000. Net cash flows provided by financing activities were $237,500 for the three months ended March 31, 2010. We received net proceeds from convertible debentures of $237,500.

Debenture Financing

Between December 2009 and June 2010 we entered into various securities purchase agreements with accredited investors pursuant to which we agreed to issue an aggregate of $1,025,000 of our 6% convertible debentures for an aggregate purchase price of $1,025,000. The debentures bear interest at 6% per annum and mature two years from the dates of issuance. The debentures are convertible at the option of the holder at any time into shares of common stock, at a conversion price equal to the lesser of (i) $0.025 per share or (ii) until the 18 month anniversary of the debenture, the lowest price paid per share or the lowest conversion price per share in a subsequent sale of our equity and/or convertible debt securities paid by investors after the date of the debenture. In connection with the agreements, the investors received an aggregate of 41,000,000 warrants to purchase shares of our common stock. The warrants are exercisable for a period of five years from the date of issuance at an exercise price of $0.025, subject to adjustment in certain circumstances. Warrant holders may exercise the warrant on a cashless basis if the fair market value (as defined in the warrant) of one share of common stock is greater than the initial exercise price. At March 31, 2011, we owed $652,500 under these convertible debentures.

Contractual Obligations

We have certain fixed contractual obligations and commitments that include future estimated payments. Changes in our business needs, cancellation provisions, changing interest rates, and other factors may result in actual payments differing from the estimates. We cannot provide certainty regarding the timing and amounts of payments. We have presented below a summary of the most significant assumptions used in our determination of amounts presented in the tables, in order to assist in the review of this information within the context of our consolidated financial position, results of operations, and cash flows.

The following tables summarize our contractual obligations as of March 31, 2011.

	Payments Due by Period				
	Total	Less than 1 year	1-3 Years	4-5 Years	5 Years +
Contractual Obligations:					
Convertible debenture - current	$ 277,500	$ 277,500	$ —	$ —	$ —
Convertible debenture – long term	375,000	—	375,000	—	—
Total Contractual Obligations:	$ 652,500	$ 277,500	$ 375,000	$ —	$ —

Off-balance Sheet Arrangements

We have not entered into any other financial guarantees or other commitments to guarantee the payment obligations of any third parties. We have not entered into any derivative contracts that are indexed to our shares and classified as stockholder's equity or that are not reflected in our consolidated financial statements. Furthermore, we do not have any retained or contingent interest in assets transferred to an unconsolidated entity that serves as credit, liquidity or market risk support to such entity.

BUSINESS

Corporate History

We were incorporated under the name "Swifty Carwash & Quick-Lube, Inc." in the state of Florida on September 25, 1997. On October 22, 1999, we changed our name from "Swifty Carwash & Quick-Lube, Inc." to "SwiftyNet.com, Inc." On January 29, 2001, we changed our name from "SwiftyNet.com, Inc." to "Yseek, Inc." On June 10, 2003, we changed our name from "Yseek, Inc." to "Advanced 3-D Ultrasound Services, Inc." We merged with World Energy Solutions, Inc., a private Florida corporation, on August 17, 2005. Advanced 3D Ultrasound Services, Inc. remained as the surviving entity and legal acquirer, and World Energy Solutions, Inc. was the accounting acquirer. On November 7, 2005, we changed our name to "World Energy Solutions, Inc." and merged with Professional Technical Systems, Inc. We remained as the surviving entity and legal acquirer, while Professional Technical Systems, Inc. was the accounting acquirer. On February 26, 2009, we changed our name to "EClips Energy Technologies, Inc." For the purpose of changing our state of incorporation to Delaware, we merged with and into our newly-formed wholly-owned subsidiary, EClips Media Technologies, Inc. on April 21, 2010, with EClips Media Technologies, Inc. continuing as the surviving corporation. Effective April 25, 2011, we changed our name to "Silver Horn Mining Ltd." The name change was effected pursuant to Section 253 of the Delaware General Corporation Law by merging a newly-formed, wholly-owned subsidiary with and into us, and we remained as the surviving corporation in the merger.

Our Current Business

Upon the appointment of Daniel Bleak as our Chief Executive Officer and Chairman on May 2, 2011, we focused our business efforts on the acquisition and exploration of properties that may contain mineral resources, principally silver. Our target properties are those that have been the subject of historical exploration or previous production. We have filed federal unpatented lode mining claims in Arizona for the purpose of exploration and potential development of silver on a total of approximately 1,000 acres. We plan to review opportunities to acquire additional mineral properties with current or historic silver mineralization with meaningful exploration potential.

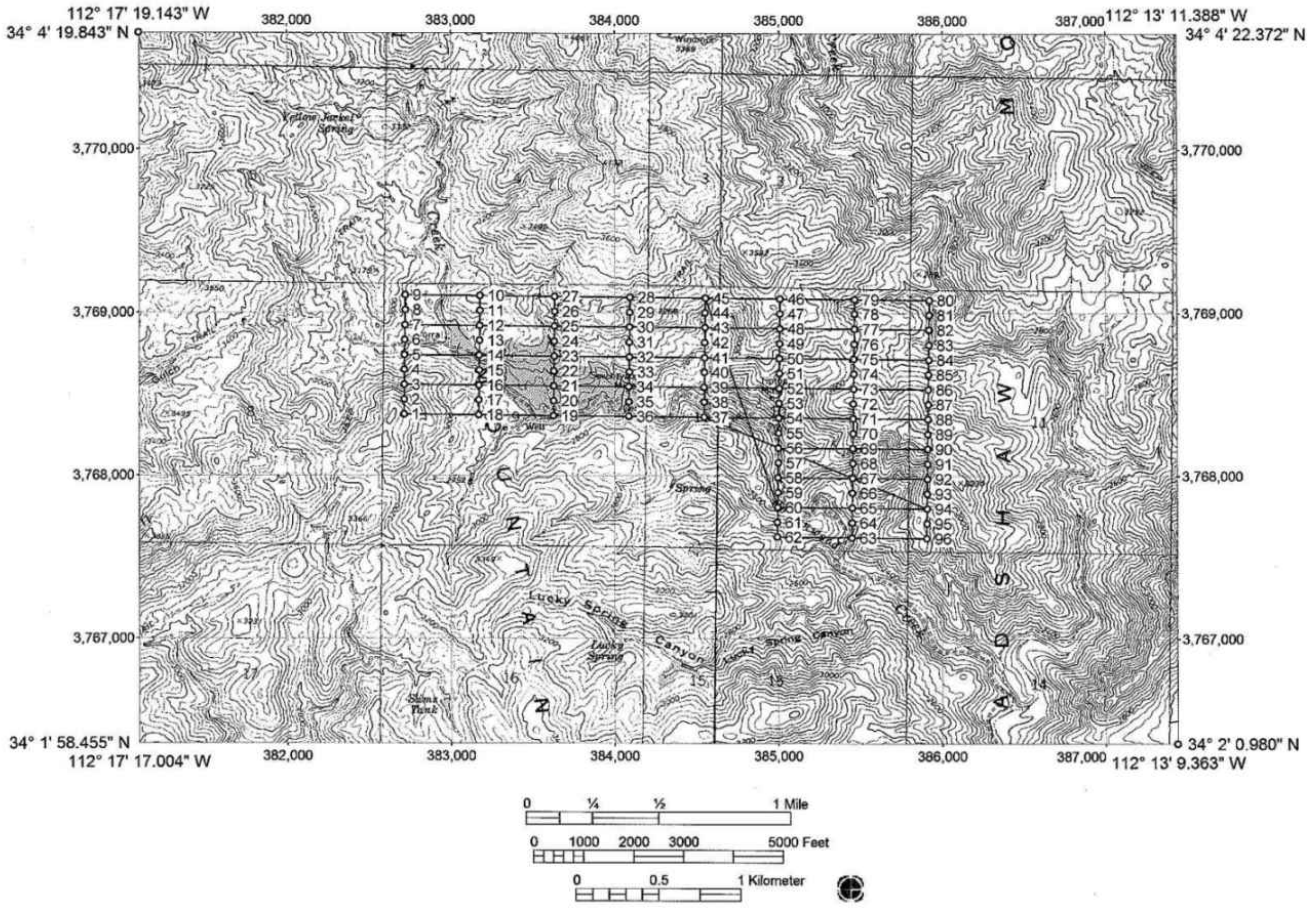
Our properties do not have any reserves. We plan to conduct exploration programs on these properties with the objective of ascertaining whether any of our properties contain concentrations of silver that are prospective for mining.

THE 76 PROPERTY

The 76 Property is located in Yavapai County, Arizona, 50 miles northwest of Pheonix, Arizona. The property consists of 36 federal unpatented lode mining claims on Bureau of Land Management ("BLM") land totaling 720 acres that we acquired pursuant to a quitclaim deed that we purchased from Can-Am Gold Corp. for $10.00 on April 26, 2011. To maintain the mining claims in good standing, we must make annual maintenance fee payments to the BLM, in lieu of annual assessment work. These claim fees are $140 per claim per year, plus an annual fee of $10 per claim per year to Yavapai County where the claims are located. We are currently planning an exploration program consisting of sampling, mapping and assaying to determine potential targets for drilling and further development.

With regard to the unpatented lode mining claims, future exploration drilling will require us to either file a Notice of Intent or a Plan of Operations with the BLM, depending upon the amount of new surface disturbance that is planned. A Notice of Intent is for planned surface activities that anticipate less than five acres of surface disturbance, and usually can be obtained within a 30 to 60 day time period. A Plan of Operations will be required if there is greater than five acres of new surface disturbance involved with the planned exploration work. A Plan of Operations can take several months to be approved, depending on the nature of the intended work, the level of reclamation bonding required, the need for archeological surveys, and other factors as may be determined by the BLM.

The 76 Property does not currently have any reserves. All activities undertaken and currently proposed at the 76 Property are exploratory in nature.

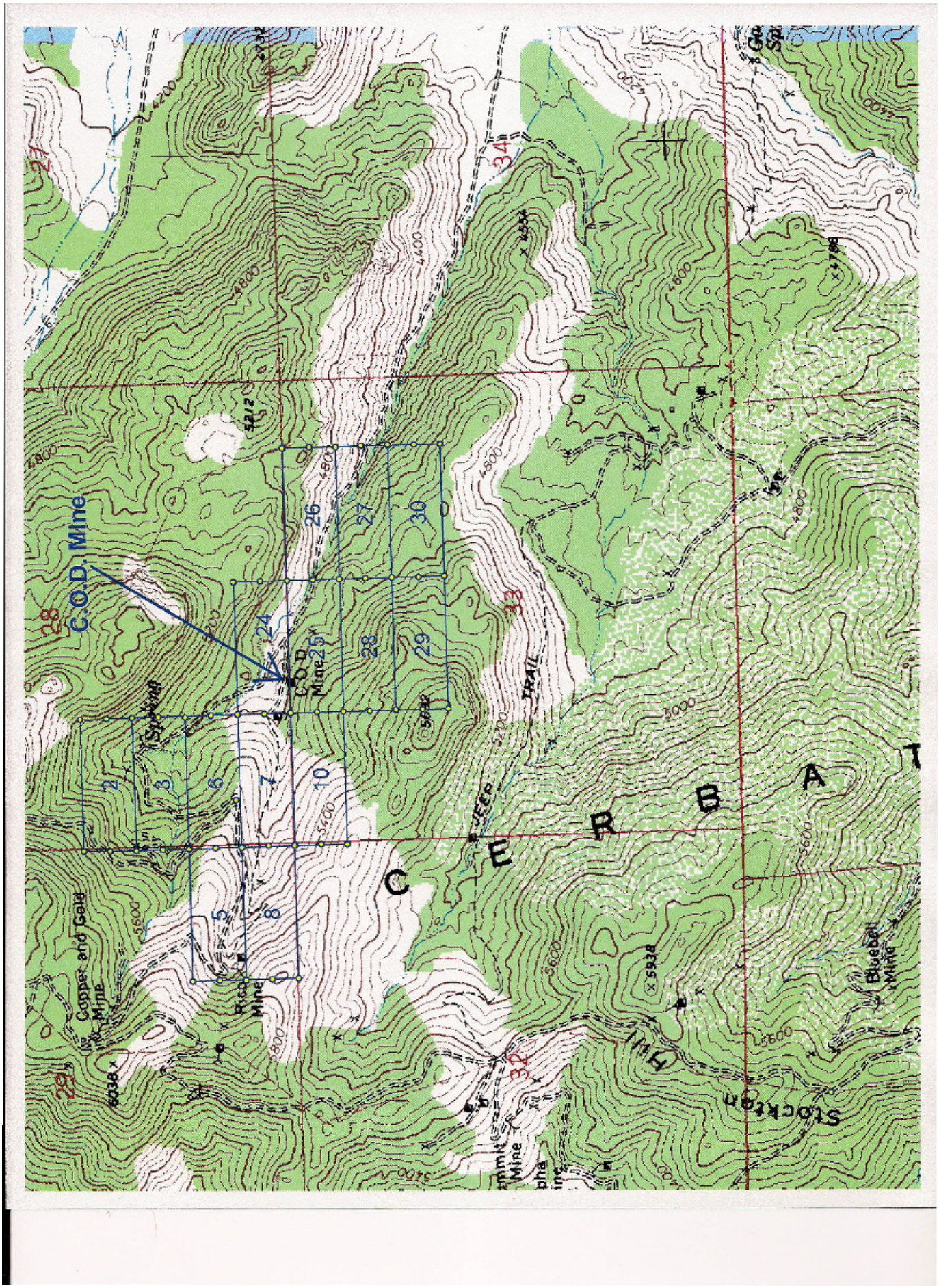


THE COD PROPERTY

The COD Property is located in Mohave County, Arizona, 7 miles southwest of Chloride, Arizona. The property consists of 14 federal unpatented lode mining claims on BLM land totaling 280 acres. We filed the claims with the BLM on July 1, 2011. To maintain the mining claims in good standing, we must make annual maintenance fee payments to the BLM, in lieu of annual assessment work. These claim fees are $140 per claim per year, plus an annual fee of $10 per claim per year to Mohave County where the claims are located. We are currently planning an exploration program consisting of sampling, mapping and assaying to determine potential targets for drilling and further development.

With regard to the unpatented lode mining claims, future exploration drilling will require us to either file a Notice of Intent or a Plan of Operations with the BLM, depending upon the amount of new surface disturbance that is planned. A Notice of Intent is for planned surface activities that anticipate less than five acres of surface disturbance, and usually can be obtained within a 30 to 60 day time period. A Plan of Operations will be required if there is greater than five acres of new surface disturbance involved with the planned exploration work. A Plan of Operations can take several months to be approved, depending on the nature of the intended work, the level of reclamation bonding required, the need for archeological surveys, and other factors as may be determined by the BLM.

The COD Property does not currently have any reserves. All activities undertaken and currently proposed at the COD Property are exploratory in nature.



Competition

We do not compete directly with anyone for the exploration or removal of silver and other minerals from our property as we hold all interest and rights to the claims. Readily available commodities markets exist in the U.S. and around the world for the sale of minerals. Therefore, we will likely be able to sell silver and other minerals that we are able to recover. We will be subject to competition and unforeseen limited sources of supplies in the industry in the event spot shortages arise for supplies such as dynamite, and certain equipment such as bulldozers and excavators that we will need to conduct exploration. If we are unsuccessful in securing the products, equipment and services we

need we may have to suspend our exploration plans until we are able to secure them.

Compliance with Government Regulation

We are required to comply with all regulations, rules and directives of governmental authorities and agencies applicable to the exploration of minerals in the United States generally. We are also subject to the regulations of the BLM.

We are required to pay annual maintenance fees to the BLM to keep our federal lode mining claims in good standing. The maintenance period begins at noon on September 1 through the following September 1 and payments are due by the first day of the maintenance period. The annual fee is $140 per claim.

Future exploration drilling on any of our properties that consist of BLM land will require us to either file a Notice of Intent or a Plan of Operations with the BLM, depending upon the amount of new surface disturbance that is planned. A Notice of Intent is for planned surface activities that anticipate less than five acres of surface disturbance, and usually can be obtained within a 30 to 60 day time period. A Plan of Operations will be required if there is greater than five acres of new surface disturbance involved with the planned exploration work. A Plan of Operations can take several months to be approved, depending on the nature of the intended work, the level of reclamation bonding required, the need for archeological surveys, and other factors as may be determined by the BLM. Permits to drill are also required from the Arizona Department of Water Resources.

Facilities

We entered into a month to month lease agreement on May 1, 2011 for warehouse space in Apache Junction, Arizona. The facility is approximately 2,800 square feet. We pay the landlord, Pinal Realty Investments, Inc., an aggregate of $1,000 per month in rent and management fees. Mr. Bleak and his son each own 31% of Pinal Realty Investments, Inc.

Research and Development

We have not expended funds for research and development costs since inception.

Employees

As of July 20, 2011, we had no full time or part time employees. On April 3, 2011 we entered into a consulting agreement with Mr. Bleak that terminated on June 30, 2011. On June 1, 2011, we entered into a services and employee leasing agreement with MJI Resource Management Corp. pursuant to which it made available to us six of its employees, including Mr. Bleak, for the purpose of performing management, operations, legal, accounting and resource location services. We pay MJI Resource Management Corp. $15,000 a month under this agreement. Mr. Eckersley, one of our directors, is the President of MJI Resource Management Group.

Legal Proceedings

From time to time, we may become involved in litigation relating to claims arising out of our operations in the normal course of business. Except as described below, we are not currently involved in any pending legal proceeding or litigation and, to the best of our knowledge, no governmental authority is contemplating any proceeding to which we are a party or to which any of our properties is subject, which would reasonably be likely to have a material adverse effect on our business, financial condition and operating results.

MANAGEMENT

The following table sets forth information regarding the members of our board of directors and our sole executive officer. All directors hold office for one-year terms until the election and qualification of their successors. Officers are elected by the board of directors and serve at the discretion of the board.

Name	Age	Position
Daniel Bleak	54	Chief Executive Officer, Chairman of the Board of Directors and Chief Financial Officer
John Eckersley	52	Director
Joseph Wilkins, Jr.	73	Director

Daniel Bleak, Chief Executive Officer, Chairman of the Board of Directors and Chief Financial Officer. Mr. Bleak has served as our Chief Executive Officer and Chairman of the Board of Directors since May 2, 2011 and as our Chief Financial Officer since May 11, 2011. 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 Continental Resources Group, Inc. (formerly 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 Gold Corp. since 2009 and as President and director of Black Mountain Mining Company since 2000. Mr. Beak was appointed to his positions based on his corporate experience and knowledge of the resources industry.

John Eckersley, Director. Mr. Eckersley has served as a director since July 12, 2011. Mr. Eckersley has practiced law as a solo practitioner since 1999. His practice focuses on securities compliance, corporate governance and estate planning. He has also served as the Vice President, Legal and Corporate Affairs, of Passport Potash, Inc. (PPRTF.OTCQX) (PPI.TSXV), a resource company engaged in the exploration and development of advanced potash properties, since December 2010. At Passport Potash, Inc., Mr. Eckersley's responsibilities include corporate counsel, corporate governance, securities compliance, land and mineral resource acquisition and permitting with local, State and federal agencies. Mr. Eckersley served as the Executive Vice President, Secretary and Treasurer of Digital Business Resource, Inc., a telecommunications company, from 1996 to 1999, where he was a founder, and was responsible for developing systems for office management, accounting, client services, vendor coordination and marketing. Prior to this position, Mr. Eckersley served as the General Counsel of TIMI, a public finance advisory company, where he advised the company on corporate strategy and was responsible for the company's compliance filings. Mr. Eckersley was appointed as a director based on his corporate experience and knowledge of the resources industry.

Joeseph Wilkins, Jr., Director. Mr. Wilkins has served as a director since July 12, 2011. Mr. Wilkins has over 45 years of experience in mineral exploration and development and has served as a consulting geologist on a broad range of exploration projects throughout North America and Australia. Mr. Wilkins has provided consulting geologist services to OZ Minerals Ltd. (OZL.A), an Australian copper and gold producer, since October 2010; to Continental Resources Group, Inc. (formerly American Energy Fields, Inc.) (AEFI.OTCBB), a uranium exploration company, from August 2010 to September 2010; to Aurum National Holdings, Ltd., a gold exploration company, from February 2010 to July 2010; to West Timmins Mining Inc. (WTM.TSXV), a gold exploration company, from April 2009 to November 2009; to Grand Central Silver Mining, a precious metals exploration company, in August 2009; to NPX Metals, a metal exploration company, from February 2008 to October 2009; to Newcrest Resources, Inc., an Australian copper and gold producer, from June 2007 to July 2007 and to Kennecott Exploration Co., a mineral exploration company, from May 2005 to November 2007. Mr. Wilkins has a BS in Geophysics and Geochemistry and a MS in Geosciences from the University of Arizona. Mr. Wilkins was appointed as a director based on his knowledge of the resources industry and substantial relevant business experience.

There are no family relationships among any of our directors and executive officers.

Board Committees

Audit Committee. We intend to establish an audit committee of the board of directors once we have satisfied the other initial listing standards for listing our common stock on the Nasdaq Stock Market or another national exchange. The audit committee will consist of independent directors, of which at least one director will qualify as a qualified financial expert as defined in Item 407(d)(5)(ii) of Regulation S-K. The audit committee's duties will be to recommend to our board of directors the engagement of independent auditors to audit our financial statements and to review our accounting and auditing principles. The audit committee will review the scope, timing and fees for the annual audit and the results of audit examinations performed by the internal auditors and independent public accountants, including their recommendations to improve the system of accounting and internal controls. The audit committee will at all times be composed exclusively of directors who are, in the opinion of our board of directors, free from any relationship that would interfere with the exercise of independent judgment as a committee member and who possess an understanding of financial statements and generally accepted accounting principles.

Compensation Committee. We intend to establish a compensation committee of the board of directors once we have satisfied the other initial listing standards for listing our common stock on the Nasdaq Stock Market or another national exchange. The compensation committee will review and approve our salary and benefits policies, including compensation of executive officers. The compensation committee will also administer our stock option plans and recommend and approve grants of stock options under such plans.

Code of Ethics

We intend to adopt a code of ethics that applies to our officers, directors and employees, including our chief executive officer and chief financial officer, but have not done so to date due to our relatively small size.

EXECUTIVE COMPENSATION

Summary Compensation Table

The following table summarizes the overall compensation earned over each of the past two fiscal years ending December 31, 2009 and 2010 by each person who served as our principal executive officer during fiscal 2010.

Summary Compensation Table

Name and Principal Position	Year	Salary ($)	Stock Awards ($) (1)	All Other Compensation ($) (1)	Total ($)
Benjamin Croxton (2)	2010				
(Former Chief Executive Officer, Chief Financial Officer and Director)	2009	$132,000	—	(3) $55,000	$187,000
Gregory Cohen (4)	2010	$80,000(5)	$ 287,500(6)	$ 14,920(7)	$382,420
(Former Chief Executive Officer, Chairman and Director)					
Glenn Kesner (8)	2010	$ 14,000(9)	—	—	$ 14,000
(Former Chief Executive Officer and Chairman)					
Eric Simon (10)	2010	$ 31,726	— (11)	—	$ 31,726
(Former Chief Executive Officer)					

(1) Reflects the grant date fair values of stock awards calculated in accordance with FASB Accounting Standards Codification Topic 718. All stock awards have been adjusted for our 1:150 reverse stock split effective August 25, 2009, our 2:1 forward exchange effective April 21, 2010 and our 2:1 stock dividend issued to certain stockholders on December 31, 2010.
(2) Mr. Croxton resigned from all of his positions with us effective February 4, 2010.
(3) Includes 2,200,000 shares of our common stock issued in connection with the termination of Mr. Croxton's employment agreement.
(4) Mr. Cohen joined us as our Chief Executive Officer, director and Chairman on February 4, 2010 and resigned as our Chief Executive Officer on June 21, 2010 but remained as our Chairman and director until December 31, 2010.
(5) Includes payments of $80,000 per month made to Colonial Ventures, LLC, an entity controlled by Mr. Cohen, in connection with a consulting agreement between us and Colonial Ventures, LLC.
(6) Includes 5,000,000 shares of common stock issued on February 4, 2010, in connection with the consulting agreement with Colonial Ventures, LLC. We had issued Colonial Ventures LLC and Mr. Cohen's wife an aggregate of 10,000,000 shares of common stock in connection with the agreement and 5,000,000 of these shares were canceled effective December 13, 2010.
(7) Includes $14,920 for reimbursements for certain health insurance expenses.
(8) Mr. Kesner joined us as our Chief Executive Officer since November 15, 2010 and as a director on February 4, 2010. He commenced serving as our Chairman on December 31, 2010. Mr. Kesner resigned from all of his positions with us on May 2, 2011, except that he remains an officer of our subsidiary RZ Acquisiton Corp.
(9) Mr. Kesner received a total of $9,500 in connection with his service on our board of directors and a total of $4,500 in connection with his services as our Chief Executive Officer.
(10) Mr. Simon joined us as our Chief Executive Officer on June 21, 2010 and resigned effective November 15, 2010.
(11) Mr. Simon was originally issued 10,000,000 shares on June 21, 2010 in connection with his employment agreement and the 10,000,000 shares were canceled on December 7, 2010.

Employment Agreements

On January 31, 2006, we entered into an employment agreement with Mr. Croxton. The agreement provided for an annual salary of $156,000, the transfer of 1,200,000 shares of our common stock and severance benefits equal to 52 weeks of base salary. On February 4, 2010, we and Mr. Croxton entered into a release agreement pursuant to which, in consideration for the termination of his employment agreement, we issued Mr. Croxton 2,200,000 shares of our common stock, valued at their fair market value in the amount of $55,000. Furthermore, we agreed to transfer to Mr. Croxton our former subsidiaries Pure Air Technologies, Inc., Hydrogen Safe Technologies, Inc., World Energy Solutions Limited and Advanced Alternative Energy, Inc. and granted to Mr. Croxton a five-year option for the purchase of H-Hybrid Technologies, Inc.

On February 4, 2010, we entered into a Consulting Agreement with Colonial, a company controlled by Mr. Cohen. The agreement provided that Colonial was to perform consulting and advisory services for us including but not limited to acquisitions, business development, management and sales services, and related services pertaining to our business, and that Mr. Cohen was to serve as our Chairman and Chief Executive Officer and perform the consulting and advisory services for us on behalf of Colonial. Under the agreement, we agreed to pay Colonial $10,000 per month as well as a discretionary bonus. We issued Colonial 10,000,000 shares of common stock (as adjusted for our April 21, 2010 2:1 forward stock split). Half of these shares vested immediately upon issue and the remaining shares were to vest on the one year anniversary of the agreement, so long as we continued to engage Colonial and so long as Mr. Cohen remained on our board of directors. The agreement was terminable at any time, without cause or for good reason, including upon a change of control. The agreement had an initial term of two years and was to subsequently automatically renew each year, subject to each party giving the other 60 days notice of non-renewal. In the event of termination without cause or for good reason, Colonial was entitled to receive the base salary for the remainder of the term, any unpaid bonus earned through the date of termination and any compensation previously deferred by Colonial. During the term of the agreement and for a period of twelve months thereafter, Colonial and Mr. Cohen were subject to non-competition and non-solicitation provisions. The agreement was terminated effective December 31, 2010 and the 5,000,000 unvested shares issued pursuant to the agreement were cancelled effective December 13, 2010.

Outstanding Equity Awards at Fiscal Year-End

There were no outstanding equity awards held by our named executive officers as of December 31, 2010.

Director Compensation

The compensation paid to Mr. Cohen and Mr. Kesner for their services as directors for the year ending December 31, 2010 is fully set forth above. Daniel Wood, who served as a director from February 4, 2010 to December 31, 2010, did not receive any compensation for his services for the year ending December 31, 2010.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

On December 22, 2009 we entered into a purchase agreement with Mr. Croxton, our former Chief Executive Officer and director, and certain purchasers who represented a controlling interest in us. The agreement was amended on January 12, 2010, and the transactions contemplated therein became effective on February 4, 2010. On that date, we underwent a change of control through (i) the resignation of all of our existing officers and directors, including Mr. Croxton, (ii) the purchase by the purchasers, in privately negotiated transactions, of certain of our outstanding shares of common and preferred stock from Mr. Croxton and (iii) the appointment of Mr. Cohen as our Chairman and Chief Executive Officer and the appointment of Mr. Kesner and Mr. Wood as directors. The purchasers purchased an aggregate of 100,000,000 shares of our common stock (as adjusted for our April 21, 2010 2:1 forward stock split), and 1,500,000 shares of Series D Convertible Preferred Stock (the "Series D Preferred Stock"), which comprised approximately 82% of our issued and outstanding shares of voting stock. As a result of the purchase agreement, Auracana, LLC, the purchaser of the 1,500,000 shares of Series D Preferred Stock, effectively gained control over our voting stock as each share of the Series D Preferred Stock was entitled to 500 votes per share voting as a class with common stock. On April 21, 2010, in connection with our merger with EClips Media Technologies, Inc., each issued and outstanding share of EClips Energy Technologies, Inc. Series D Preferred Stock was converted into two shares of EClips Media Technologies, Inc. Series A Convertible Preferred Stock (the "Series A Preferred Stock"). Glenn Kesner, our former Chairman, Chief Executive Officer and President, is the president and control person of Auracana, LLC.

In connection with our purchase agreement with Mr. Croxton, we issued him 2,200,000 shares of our common stock (as adjusted for our April 21, 2010 2:1 forward stock split) and transferred to him or his designee our former subsidiaries Pure Air Technologies, Inc., Hydrogen Safe Technologies, Inc., World Energy Solutions Limited and Advanced Alternative Energy, Inc. and granted him a five-year option for the purchase of H-Hybrid Technologies, Inc.

From March 2010 through June 2010, we paid leasehold improvements and rent of $14,025 and $12,486, respectively, in connection with the office space that we shared with a company controlled by Mr. Cohen, our former Chairman and Chief Executive Officer.

On June 21, 2010, through our wholly-owned subsidiary SD Acquisition Corp, we acquired all of the business and assets of Brand Interaction Group, LLC. In connection with the acquisition, Mr. Simon, the control person of Brand Interaction Group, LLC, was appointed as our Chief Executive Officer and was issued 10,000,000 shares of our common stock. We also issued Brand Interaction Group, LLC 20,000,000 shares of our common stock and assumed certain debt that Brand Interaction Group, LLC had previously issued to several of its creditors.

In the fall of 2010, we decided to discontinue the operations of SD Acquisition Corp. Mr. Simon resigned as our Chief Executive Officer on November 15, 2010 and on December 7, 2010, we entered into a spinoff agreement with Brand Interaction Group, LLC, Mr. Simon, SD Acquisition Corp. and certain holders of our outstanding convertible debentures pursuant to which we agreed to spinoff SD Acquisition Corp. to Brand Interaction Group, LLC and Mr. Simon and cancel the 30,000,000 shares of common stock previously issued to Brand Interaction Group, LLC and Mr. Simon. Upon the execution of the spinoff, we were released from any obligations and agreements incurred by Mr. Simon on behalf of SD Acquisition Corp.

As set forth in the spinoff agreement, Brand Interaction Group, LLC was obligated to make direct payments of an aggregate of $95,000 to certain holders of our convertible debentures in order to retire or reduce, on a dollar for dollar basis, amounts due and payable by us to such holders. In connection with the foregoing, Brand Interaction Group, LLC issued a $95,000 promissory note to these holders. The note was payable in six equal monthly installments of $15,833, with the first payment due on January 21, 2011. On June 20, 2011, Brand Interaction Group, LLC fully paid the entire amount of the $95,000 promissory note, reducing the principal balance of our convertible debentures issued to these holders by $95,000.

On April 3, 2011, we entered into a consulting agreement with Mr. Bleak, who was appointed as our Chief Executive Officer and Chairman on May 2, 2011 and as our Chief Financial Officer on May 11, 2011, pursuant to which we agreed to pay him a fee of $5,000 per month for each of April, May and June 2011 as compensation for his professional services.

On April 26, 2011, we purchased a quitclaim deed for the 76 Property from Can-Am Gold Corp. that conveyed to us all of Can-Am Gold Corp.'s rights, title and interest in 36 unpatented lode mining claims located in Yavapai County, Arizona. We paid ten dollars ($10.00) as consideration for the quitclaim deed. Mr. Bleak, our current Chief Executive Officer, Chairman and Chief Financial Officer, is the president and sole director of Can-Am Gold Corp.

On May 1, 2011, we entered into a month to month lease agreement for warehouse space in Apache Junction, Arizona with Pinal Realty Investments, Inc., pursuant to which we pay an aggregate of $1,000 per month in rent and management fees. Mr. Bleak and his son each own 31% of Pinal Realty Investments, Inc.

On June 1, 2011, we entered into a services and employee leasing agreement with MJI Resource Management Corp. pursuant to which we paid MJI Resource Management Corp. $15,000 a month and MJI Resource Management Corp. made available to us six of its employees, including Mr. Bleak, for the purpose of performing management, operations, legal, accounting and resource location services. Mr. Eckersley, one of our directors, is the President of MJI Resource Management Group.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth information with respect to the beneficial ownership of our common stock as of July 20, 2011 by:

- each person known by us to beneficially own more than 5.0% of our common stock;
- each of our directors;
- each of the named executive officers; and
- all of our directors and executive officers as a group.

The percentages of common stock beneficially owned are reported on the basis of regulations of the Securities and Exchange Commission governing the determination of beneficial ownership of securities. Under the rules of the Securities and Exchange Commission, a person is deemed to be a beneficial owner of a security if that person has or shares voting power, which includes the power to vote or to direct the voting of the security, or investment power, which includes the power to dispose of or to direct the disposition of the security. Except as indicated in the footnotes to this table, each beneficial owner named in the table below has sole voting and sole investment power with respect to all shares beneficially owned and each person's address is c/o Silver Horn Mining Ltd., 3266 W. Galveston Drive, Apache Junction, Arizona 85120.

As of July 20, 2011, we had 211,833,555 shares outstanding.

	Common Stock (1)		Series A Preferred Stock (2)	
Name and Address of Beneficial Owner	**Shares Beneficially Owned**	**Percent of Class**	**Shares Beneficially Owned**	**Percent of Class**
5% Owners				
Auracana, LLC (3)	219,863	*	3,000,000	100%
Michael Baybak (4)	13,541,667	6.39%	--	--
Benjamin Brauser (5)	15,500,000	7.32%	--	--
Michael Brauser (6)	21,162,172 (7)	9.99% (7)	--	--
Frost Gamma Investments Trust (8)	16,000,000	7.55%	--	--
Barry Honig (9)	21,162,172 (10)	9.99% (10)	--	--
Sandor Master Capital Fund L.P. (11)	15,000,000	7.08%	--	--
Officers and Directors				
Daniel Bleak	10,000,000 (12)	4.72%	--	--
John Eckersley	--	--	--	--
Joseph Wilkins, Jr.	--	--	--	--
Officers and Directors as a Group (3 persons)	10,000,000	4.72%	--	--

(1) Shares of common stock beneficially owned and the respective percentages of beneficial ownership of common stock assumes the exercise of all debentures, warrants and other securities convertible into common stock beneficially owned by such person or entity currently exercisable or exercisable within 60 days of July 21, 2011. In computing the number of shares beneficially owned and the percentage ownership, shares of common stock that may be acquired within 60 days of July 21, 2011 pursuant to the conversion of debentures or the exercise of warrants are deemed to be outstanding for that person. Such shares, however, are not deemed outstanding for the purpose of computing the percentage ownership of any other person.

(2) Each share of the Series A Preferred Stock is entitled to 250 votes per share voting as a class with common stock.

(3) Mr. Kesner is the president and a control person of Auracana, LLC and, as such, has sole voting and dispositive power over the securities held by Auracana, LLC.

(4) The principal address and office of Mr. Baybak is 2110 Drew Street, Suite 200, Clearwater, Florida 33765.

(5) The principal address and office of Mr. Benjamin Brauser is 4400 Biscayne Boulevard, Suite 850, Miami, Florida 33137.

(6) The principal address and office of Mr. Michael Brauser is 4400 Biscayne Boulevard, Suite 850, Miami, Florida 33137.

(7) Includes (i) 11,254,488 shares of common stock, (ii) 4,953,842 shares of common stock underlying convertible debentures and (iii) 4,953,842 shares of common stock underlying warrants, such debentures and warrants containing blocker provisions providing that they can only be converted or exercised to the point where the holder would beneficially own a maximum of 9.99% of our outstanding common stock. Does not include (i) 4,000,000 shares of common stock underlying convertible debentures and 4,000,000 shares of common stock underlying warrants, such debentures and warrants containing blocker provisions providing that they can only be converted or exercised up to the point where the holder would beneficially own a maximum of 4.99% of our outstanding common stock and (iii) 3,646,158 shares of common stock underlying convertible debentures and 8,046,158 shares of common stock underlying warrants, such debentures and warrants containing blocker provisions providing that they can only be converted or exercised up to the point where the holder would beneficially own a maximum of 9.99% of our outstanding common stock. All of the convertible debentures and warrants issued to Mr. Brauser are convertible and exercisable at any time and have a conversion price and exercise price of $0.025.

(8) Dr. Philip Frost is the trustee and a control person of Frost Gamma Investments Trust and, as such, has sole voting and dispositive power over the securities held by Frost Gamma Investments Trust.

(9) The principal address and office of Mr. Honig is 595 South Federal Highway, Suite 600, Boca Raton, Florida 33432.

(10) Includes (i) 5,435,830 shares of common stock held by Mr. Honig, (ii) 5,020,000 shares of common stock held by GRQ Consultants, Inc. 401(k), (iii) 719,240 shares of common stock held by GRQ Consultants, Inc. Defined Benefit Pension Plan, (iv) 4,700,000 shares of common stock underlying warrants held by Mr. Honig, (v) 300,000 shares of common stock underlying convertible debentures and 300,000 shares of common stock underlying warrants held by GRQ Consultants, Inc., such debentures and warrants containing blocker provisions providing that they can only be converted or exercised to the point where the holder would beneficially own a maximum of 9.99% of our outstanding common stock, and (vi) 4,687,102 shares of common stock underlying convertible debentures held by GRQ Consultants, Inc. 401(k), such debentures containing blocker provisions providing that they can only be converted or exercised to the point where the holder would beneficially own a maximum of 9.99% of our outstanding common stock. Does not include (i) 1,200,000 shares of common stock underlying convertible debentures and 4,000,000 shares of common stock underlying warrants held by Mr. Honig, such debentures and warrants containing blocker provisions providing that they can only be converted or exercised up to the point where the holder would beneficially own a maximum of 4.99% of our outstanding common stock and (ii) 412,898 shares of common stock underlying convertible debentures and 7,000,000 shares of common stock underlying warrants held by GRQ Consultants, Inc. 401(k), such debentures and warrants containing blocker provisions providing that they can only be converted or exercised up to the point where the holder would beneficially own a maximum of 9.99% of our outstanding common stock. All of the convertible debentures and warrants are convertible and exercisable at any time and have a conversion price and exercise price of $0.025. Mr. Honig is the President of GRQ Consultants, Inc., the trustee of GRQ Consultants, Inc. 401(k) and the trustee of GRQ Consultants, Inc. Defined Benefit Pension Plan and, as such, has sole voting and dispositive power over the securities held by GRQ Consultants, Inc., GRQ Consultants, Inc. 401(k) and GRQ Consultants, Inc. Defined Benefit Pension Plan.

(11) The principal address and office of Sandor Master Capital Fund L.P. is 2828 Routh Street, Suite 500, Dallas, Texas 75201. John Lemak is the manager and a control person of Sandor Master Capital Fund L.P., and, as such, has sole voting and dispositive power over the 15,000,000 shares of common stock held by Sandor Master Capital Fund L.P.

(12) Does not include options that have not yet vested.

SELLING STOCKHOLDERS

Up to 57,700,000 shares of common stock are being offered by this prospectus, all of which are being registered for sale for the accounts of the selling stockholders and include the following:

- 5,500,000 shares of common stock that were issued to investors in connection with a private placement on May 23, 2011;
- 19,200,000 shares underlying outstanding five year convertible debentures convertible into shares of common stock at $0.025 per share issued to certain investors between February 2010 and June 2010; and
- 33,000,000 shares underlying outstanding five year warrants exercisable at $0.025 per share that were issued to certain investors between February 2010 and June 2010.

Each of the transactions by which the selling stockholders acquired their securities from us was exempt under the registration provisions of the Securities Act.

The shares of common stock referred to above are being registered to permit public sales of the shares, and the selling stockholders may offer the shares for resale from time to time pursuant to this prospectus. The selling stockholders may also sell, transfer or otherwise dispose of all or a portion of their shares in transactions exempt from the registration requirements of the Securities Act or pursuant to another effective registration statement covering those shares. We may from time to time include additional selling stockholders in supplements or amendments to this prospectus.

The table below sets forth certain information regarding the selling stockholders and the shares of our common stock offered by them in this prospectus. The selling stockholders have not had a material relationship with us within the past three years other than as described in the footnotes to the table below or as a result of their acquisition of our shares or other securities. To our knowledge, subject to community property laws where applicable, each person named in the table has sole voting and investment power with respect to the shares of common stock set forth opposite such person's name.

Beneficial ownership is determined in accordance with the rules of the Securities and Exchange Commission. In computing the number of shares beneficially owned by a selling stockholder and the percentage of ownership of that selling stockholder, shares of common stock underlying debentures and warrants held by that selling stockholder that are exercisable within 60 days of July 20, 2011 are included. Those shares, however, are not deemed outstanding for the purpose of computing the percentage ownership of any other selling stockholder. Each selling stockholder's percentage of ownership of our outstanding shares in the table below is based upon 211,833,555 shares of common stock outstanding as of July 20, 2011. With respect to the warrants and debentures there exists contractual provisions limiting exercise to the extent such exercise would cause the holders thereof together with their affiliates or members of a "group", to beneficially own a number of shares of common stock that would exceed 4.99% or 9.99% of our then outstanding shares of common stock following such exercise. The shares and percentage ownership of our outstanding shares indicated in the table below do not give effect to this limitation.

	Ownership Before Offering		Ownership After Offering (1)	
Selling Stockholder	**Number of shares of common stock beneficially owned**	**Number of shares offered**	**Number of shares of common stock beneficially owned**	**Percentage of common stock beneficially owned**
Alisha Sarraf	400,000	200,000	200,000	-
Jason Jaeggle	500,000	250,000	250,000	-
John Parolin	240,000	120,000	120,000	-
Darren Willms	240,000	120,000	120,000	-
Ryan Sage	320,000	160,000	160,000	-
Barry Giesbrecht	200,000	100,000	100,000	-
Sheila Sharma	400,000	200,000	200,000	-
Henri Duruisseau	200,000	100,000	100,000	-
Vadim Gramuglia	200,000	100,000	100,000	-
Shayne Sharma	200,000	100,000	100,000	-
Brian Wickware	200,000	100,000	100,000	-
Allan Louie	200,000	100,000	100,000	-
Michael Argento	300,000	150,000	150,000	-
Physical Precious Metals Inc. (2)	200,000	100,000	100,000	-
Jarrett Guy	1,000,000	500,000	500,000	-
Nigel Grant	140,000	70,000	70,000	-
David Martin	200,000	100,000	100,000	-
Charles Hugh Maddin	700,000	350,000	350,000	-
Lynn Dillon	200,000	100,000	100,000	-
Jeff Sundar	1,000,000	500,000	500,000	-
Matt Schmidt	600,000	300,000	300,000	-
Marcus New	2,360,000	1,180,000	1,180,000	-

Jinsun, LLC (3)	1,000,000	500,000	500,000	-
Michael Brauser	40,854,488 (4)	29,600,000 (5)	11,254,488	5.31%
Barry Honig (6)	33,775,070 (7)	9,900,000 (8)	11,175,070 (9)	5.28%
GRQ Consultants, Inc. (6)	33,775,070 (7)	600,000 (10)	11,175,070 (9)	5.28%
GRQ Consultants, Inc. 401(k) (6)	33,775,070 (7)	12,100,000 (11)	11,175,070 (9)	5.28%

(1) Represents the amount of shares that will be held by the selling stockholders after completion of this offering based on the assumptions that (a) all shares registered for sale by the registration statement of which this prospectus is part will be sold and (b) that no other shares of our common stock beneficially owned by the selling stockholders are acquired or are sold prior to completion of this offering by the selling stockholders. However, the selling stockholders may sell all, some or none of the shares offered pursuant to this prospectus and may sell other shares of our common stock that they may own pursuant to another registration statement under the Securities Act or sell some or all of their shares pursuant to an exemption from the registration provisions of the Securities Act, including under Rule 144. To our knowledge there are currently no agreements, arrangements or understanding with respect to the sale of any of the shares that may be held by the selling stockholders after completion of this offering or otherwise.

(2) Steven McDonald is the President of Physical Precious Metals Inc. and, in such capacity, has voting and dispositive power over the securities held for the account of this selling stockholder.

(3) Kevan Casey is the Manager of Jinsun LLC and, in such capacity, has voting and dispositive power over the securities held for the account of this selling stockholder.

(4) Includes 11,254,488 shares of common stock, 12,600,000 shares of common stock issuable upon conversion of outstanding convertible debentures and 17,000,000 shares of common stock issuable upon the exercise of outstanding warrants.

(5) Includes 12,600,000 shares of common stock issuable upon conversion of outstanding convertible debentures and 17,000,000 shares of common stock issuable upon the exercise of outstanding warrants.

(6) Mr. Honig is the president of GRQ Consultants, Inc., the trustee of GRQ Consultants, Inc. 401(k) and the trustee of GRQ Consultants, Inc. Defined Benefit Pension Plan and, as such, as sole voting and dispositive power over the securities held by these stockholders.

(7) Includes (i) 5,435,830 shares of common stock held by Mr. Honig, 5,020,000 shares of common stock held by GRQ Consultants, Inc. 401(k) and 719,240 shares of common stock held by GRQ Consultants, Inc. Defined Benefit Pension Plan, (ii) 1,200,000 shares of common stock issuable upon conversion of outstanding convertible debentures and 8,700,000 shares of common stock issuable upon the exercise of outstanding warrants held by Mr. Honig, (iii) 300,000 shares of common stock issuable upon conversion of outstanding convertible debentures and 300,000 shares of common stock issuable upon exercise of outstanding warrants held by GRQ Consultants, Inc., and (iv) 5,100,000 shares of common stock issuable upon conversion of outstanding convertible debentures and 7,000,000 shares of common stock issuable upon exercise of outstanding warrants held by GRQ Consultants, Inc. 401(k). Includes 1,200,000 shares of common stock issuable upon conversion of outstanding convertible debentures and 8,700,000 shares of common stock issuable upon the exercise of outstanding warrants.

(8) Includes 1,200,000 shares of common stock issuable upon conversion of outstanding convertible debentures and 8,700,000 shares of common stock issuable upon the exercise of outstanding warrants.

(9) Includes (i) 5,435,830 shares of common stock held by Mr. Honig, (ii) 5,020,000 shares of common stock held by GRQ Consultants, Inc. 401(k) and (iii) 719,240 shares of common stock held by GRQ Consultants, Inc. Defined Benefit Pension Plan.

(10) Includes 300,000 shares of common stock issuable upon conversion of outstanding convertible debentures and 300,000 shares of common stock issuable upon exercise of outstanding warrants.

(11) Includes 5,100,000 shares of common stock issuable upon conversion of outstanding convertible debentures and 7,000,000 shares of common stock issuable upon exercise of outstanding warrants.

DESCRIPTION OF SECURITIES

We are authorized to issue 750,000,000 shares of common stock and 10,000,000 shares of preferred stock. On July 20, 2011, there were 211,833,555 shares of common stock issued and outstanding and 3,000,000 shares of Series A Preferred Stock issued and outstanding.

Common Stock

The holders of common stock are entitled to one vote per share. Our certificate of incorporation does not provide for cumulative voting. The holders of our common stock are entitled to receive ratably such dividends, if any, as may be declared by the board of directors out of legally available funds. Upon liquidation, dissolution or winding-up, the holders of our common stock are entitled to share ratably in all assets that are legally available for distribution. The holders of our common stock have no preemptive, subscription, redemption or conversion rights. The rights, preferences and privileges of holders of our common stock are subject to, and may be adversely affected by, the rights of the holders of any series of preferred stock, which may be designated solely by action of the board of directors and issued in the future.

Preferred Stock

The board of directors is authorized, subject to any limitations prescribed by law, without further vote or action by the stockholders, to issue from time to time shares of preferred stock in one or more series. Each such series of preferred stock shall have such number of shares, designations, preferences, voting powers, qualifications, and special or relative rights or privileges as shall be determined by the board of directors, which may include, among others, dividend rights, voting rights, liquidation preferences, conversion rights and preemptive rights.

On April 20, 2010, in connection with our merger with and into our former subsidiary EClips Media Technologies, Inc., each issued and outstanding share of our Series D Preferred Stock, par value $0.0001 per share, was converted into 2 shares of Series A Preferred Stock, par value $0.0001 per share, for a total of 3,000,000 issued and outstanding shares of Series A Preferred Stock. Each share of Series A Preferred Stock is convertible into one share each of our common stock, subject to equitable adjustments after such events as stock dividends, stock splits or fundamental corporate transactions. The holders of our Series A Preferred Stock are entitled to 250 votes for each share of Series A Preferred Stock owned at the record date for the determination of shareholders entitled to vote, or, if no record date is established, at the date such vote is taken or any written consent of shareholders is solicited. In the event of a liquidation, dissolution or winding up of our business, the holder of the Series A Preferred Stock would have preferential payment and distribution rights over any other class or series of capital stock that provide for Series A Preferred Stock's preferential payment and over our common stock.

Convertible Debentures

As of July 20, 2011, we had an aggregate of $480,000 of 6% convertible debentures outstanding that were issued to certain investors on each of the dates and in the amounts set forth below.

Investment Date	Investment Amount	Conversion Shares
February 4, 2010	$130,000	5,200,000
March 22, 2010	$25,000	1,000,000
April 7, 2010	$20,000	800,000
April 21, 2010	$20,000	800,000
April 30, 2010	$65,000	2,600,000
May 7, 2010	$15,000	600,000
May 11, 2010	$25,000	1,000,000
June 11, 2010	$180,000	7,200,000

Each debenture is due two years from its date of issuance and is convertible, at the holder's option, into shares of our common stock at a conversion price equal to the lesser of (i) $0.025 per share, or (ii) until the 18 month anniversary of the date of issuance, the lowest price paid per share or the lowest conversion price per share in a subsequent sale of our equity and/or convertible debt securities. We are to pay interest on the aggregate unconverted and then outstanding principal amount of the debenture on each conversion date, as to the principal amount then being converted, and on the maturity date. We are prohibited from effecting the conversion of the debentures issued on February 4, 2010 to the extent that as a result of such exercise the holder of the converted debenture would beneficially own more than 4.99% in the aggregate of our issued and outstanding shares of common stock. We are prohibited from effecting the conversion of the debentures issued on March 22, 2010, April 7, 2010, April 21, 2010, April 30, 2010, May 11, 2010, May 7, 2010 and June 11, 2010 to the extent that as a result of such exercise the holder of the converted debenture would beneficially own more than 9.99% in the aggregate of our issued and outstanding shares of common stock. The debentures contain provisions that protect the holders against dilution by adjustment of the purchase price in certain events such as stock dividends, stock splits, subsequent rights offerings and other similar events.

Warrants

On each of February 4, 2010, March 22, 2010, April 7, 2010, April 21, 2010, April 30, 2010, May 7, 2010, May 11, 2010 and June 11, 2010 we issued warrants to purchase an aggregate of 36,000,000 shares of common stock. The warrants have a term of five years and are exercisable at any time at an exercise price of $0.025 per share. We are prohibited from effecting the exercise of the warrants issued on February 4, 2010 to the extent that as a result of such exercise the holder of the exercised warrant would beneficially own more than 4.99% in the aggregate of our issued and outstanding shares of common stock, as calculated immediately after giving effect to the issuance of shares of our common stock upon the exercise of the warrant. We are prohibited from effecting the exercise of the warrants issued on March 22, 2010, April 7, 2010, April 21, 2010, April 30, 2010, May 7, 2010, May 11, 2010 and June 11, 2010 to the extent that as a result of such exercise the holder of the exercised warrant would beneficially own more than 9.99% in the aggregate of our issued and outstanding shares of common stock, as calculated immediately after giving effect to the issuance of shares of our common stock upon the exercise of the warrant. The warrants contain provisions that protect the holders against dilution by adjustment of the purchase price in certain events such as stock dividends, stock splits and other similar events. The holders have the right to exercise the warrant for cash or by means of a cashless exercise.

Options

On May 2, 2011, we issued to Mr. Bleak, our Chairman, Chief Executive Officer and Chief Financial Officer, a five year option to purchase 30 million shares of our common stock. The option may be exercised for cash or shares of common stock at an exercise price of $0.05 per share. The option is exercisable as to one third of the number of shares granted on each of the first, second and third anniversaries of the date of grant, provided Mr. Bleak continues to serve as a director on such dates.

Registration Rights

In connection with our private placement of 11,000,000 shares of common stock on May 23, 2011, we agreed to file a registration statement with the Securities and Exchange Commission within 60 days of closing (the "Filing Date") covering the resale of 50% of the shares of common stock issued in such private placement, and to use our best efforts to cause the registration statement to be declared effective by the Securities and Exchange Commission on or before 120 days of the closing (the "Effectiveness Deadline"). If (i) the registration statement is not filed on or before the Filing Date or (ii) the registration statement is not declared effective by the Securities and Exchange Commission on or before the Effectiveness Deadline, then we will make payments to the investors of 1% of their investment for every 30 day period (or pro rata portion thereof) 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 our option.

Anti-Takeover Effect of Delaware Law, Certain Charter and Bylaw Provisions

Our certificate of incorporation and bylaws contain provisions that could have the effect of discouraging potential acquisition proposals or tender offers or delaying or preventing a change of control of our company. These provisions are as follows:

- they provide that special meetings of stockholders may be called only by our chairman, our president or by a resolution adopted by a majority of our board of directors;

- they do not include a provision for cumulative voting in the election of directors. Under cumulative voting, a minority stockholder holding a sufficient number of shares may be able to ensure the election of one or more directors. The absence of cumulative voting may have the effect of limiting the ability of minority stockholders to effect changes in our board of directors; and

- they allow us to issue, without stockholder approval, up to 10,000,000 shares of preferred stock that could adversely affect the rights and powers of the holders of our common stock.

We are subject to the provisions of Section 203 of the General Corporation Law of the State of Delaware, an anti-takeover law. In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a period of three years after the date of the transaction in which the person became an interested stockholder, unless the business combination is approved in a prescribed manner. For purposes of Section 203, a "business combination" includes a merger, asset sale or other transaction resulting in a financial benefit to the interested stockholder, and an "interested stockholder" is a person who, together with affiliates and associates, owns, or within three years prior did own, 15% or more of the voting stock of a corporation.

Indemnification of Directors and Officers

Section 145 of the General Corporation Law of the State of Delaware provides, in general, that a corporation incorporated under the laws of the State of Delaware, as we are, may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than a derivative action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. In the case of a derivative action, a Delaware corporation may indemnify any such person against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification will be made in respect of any claim, issue or matter as to which such person will have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery of the State of Delaware or any other court in which such action was brought determines such person is fairly and reasonably entitled to indemnity for such expenses.

Our certificate of incorporation and bylaws provide that we will indemnify our directors, officers, employees and agents to the extent and in the manner permitted by the provisions of the General Corporation Law of the State of Delaware, as amended from time to time, subject to any permissible expansion or limitation of such indemnification, as may be set forth in any stockholders' or directors' resolution or by contract. Any repeal or modification of these provisions approved by our stockholders will be prospective only and will not adversely affect any limitation on the liability of any of our directors or officers existing as of the time of such repeal or modification.

We are also permitted to apply for insurance on behalf of any director, officer, employee or other agent for liability arising out of his actions, whether or not the General Corporation Law of the State of Delaware would permit indemnification.

Disclosure of Commission Position on Indemnification for Securities Act Liabilities

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers and persons controlling us, we have been advised that it is the Securities and Exchange Commission's opinion that such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable.

PLAN OF DISTRIBUTION

The selling stockholders may, from time to time, sell any or all of their shares of common stock on any stock exchange, market or trading facility on which the shares are traded or in private transactions. These sales may be at fixed or negotiated prices. The selling stockholders may use any one or more of the following methods when selling shares:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales;
- broker-dealers may agree with the selling stockholders to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The selling stockholders may also sell shares under Rule 144 under the Securities Act, if available, rather than under this prospectus.

Broker-dealers engaged by the selling stockholders may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the selling stockholders (or, if any broker-dealer acts as agent for the purchaser of shares, from the purchaser) in amounts to be negotiated. The selling stockholders do not expect these commissions and discounts to exceed what is customary in the types of transactions involved. Any profits on the resale of shares of common stock by a broker-dealer acting as principal might be deemed to be underwriting discounts or commissions under the Securities Act. Discounts, concessions, commissions and similar selling expenses, if any, attributable to the sale of shares will be borne by a selling stockholder. The selling stockholders may agree to indemnify any agent, dealer or broker-dealer that participates in transactions involving sales of the shares if liabilities are imposed on that person under the Securities Act, as amended.

The selling stockholders may from time to time pledge or grant a security interest in some or all of the shares of common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock from time to time under this prospectus after we have filed a supplement to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act, supplementing or amending the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus.

The selling stockholders also may transfer the shares of common stock in other circumstances, in which case the transferees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus and may sell the shares of common stock from time to time under this prospectus after we have filed a supplement to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act, supplementing or amending the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus.

The selling stockholders and any broker-dealers or agents that are involved in selling the shares of common stock may be deemed to be "underwriters" within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the shares of common stock purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act.

We are required to pay all fees and expenses incident to the registration of the shares of common stock. We have agreed to indemnify the selling stockholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act.

The selling stockholders have advised us that they have not entered into any agreements, understandings or arrangements with any underwriters or broker-dealers regarding the sale of their shares of common stock, nor is there an underwriter or coordinating broker acting in connection with a proposed sale of shares of common stock by any selling stockholder. If we are notified by any selling stockholder that any material arrangement has been entered into with a broker-dealer for the sale of shares of common stock, if required, we will file a supplement to this prospectus. If the selling stockholders use this prospectus for any sale of the shares of common stock, they will be subject to the prospectus delivery requirements of the Securities Act.

The anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of our common stock and activities of the selling stockholders.

LEGAL MATTERS

Sichenzia Ross Friedman Ference LLP, New York, New York, will pass upon the validity of the shares of our common stock offered by the selling stockholders under this prospectus.

EXPERTS

The financial statements as of December 31, 2009 and 2010 and for the years ended December 31, 2009 and 2010 included in this prospectus have been audited by Randall N. Drake, C.P.A., P.A., an independent registered public accounting firm, as stated in their report appearing herein and elsewhere in the registration statement, and are included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the Securities and Exchange Commission a registration statement on Form S-1, together with any amendments and related exhibits, under the Securities Act of 1933, as amended, with respect to our shares of common stock offered by this prospectus. The registration statement contains additional information about us and our shares of common stock that the selling stockholders are offering in this prospectus.

We file annual, quarterly and current reports and other information with the Securities and Exchange Commission under the Securities Exchange Act. Our Securities and Exchange Commission filings are available to the public over the Internet at the Securities and Exchange Commission's website at http://www.sec.gov. Access to these electronic filings is available as soon as practicable after filing with the Securities and Exchange Commission. You may also read and copy any document we file at the Securities and Exchange Commission's public reference room located at 100 F Street, N.E., Washington, D.C. 20549. Please call the Securities and Exchange Commission at 1-800-SEC-0330 for further information on the public reference rooms and their copy charges. You may also request a copy of those filings, excluding exhibits, from us at no cost. Any such request should be addressed to us at: 3266 W. Galveston Drive, Apache Junction, Arizona 85120, Attention: Daniel Bleak, Chief Executive Officer.

SILVER HORN MINING LTD.

INDEX TO FINANCIAL STATEMENTS

For the Periods Ended December 31, 2010 and 2009

For the Three Months Ended March 31, 2011 and 2010

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and
Shareholders of EClips Media Technologies, Inc.:

We have audited the accompanying consolidated balance sheets of EClips Media Technologies, Inc. and Subsidiaries as of December 31, 2010 and 2009 and the related consolidated statements of operations, stockholders' deficit, and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. The Company is not required at this time, to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of EClips Media Technologies, Inc. and Subsidiaries as of December 31, 2010 and 2009 and the results of their operations and their cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

The accompanying consolidated financial statements have been prepared assuming the Company will continue as a going concern. As discussed in Note 2 to the consolidated financial statements, the Company has had recurring losses and negative cash flows from operations. These conditions raise substantial doubt about its ability to continue as a going concern. Management's plans regarding those matters also are described in Note 2. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ Randall N. Drake, CPA, PA

Randall N. Drake, CPA, PA
Clearwater, Florida

March 29, 2011

ECLIPS MEDIA TECHNOLOGIES, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

	December 31, 2010	December 31, 2009
ASSETS		
CURRENT ASSETS:		
Cash	$ 94,053	$ -
Prepaid expenses	85,542	-
Debt issuance cost - current portion	6,249	-
Total Current Assets	185,844	-
OTHER ASSETS:		
Debt issuance cost - long term portion	520	-
Total Assets	$ 186,364	$ -
LIABILITIES AND STOCKHOLDERS' DEFICIT		
CURRENT LIABILITIES:		
Accounts payable and accrued expenses	$ 215,195	$ 62,789
Derivative liabilities	6,708,815	67,147
Liabilities of discontinued operations	155,641	104,897
Total Current Liabilities	7,079,651	234,833
LONG-TERM LIABILITIES:		
Convertible debentures, net of debt discount	317,292	7,620
Total Liabilities	7,396,943	242,453
STOCKHOLDERS' DEFICIT		
Preferred stock, $.0001 par value; 10,000,000 authorized		
Series A, 3,000,000 issued and outstanding	300	300
Series B, none issued and outstanding	-	-
Series C, none issued and outstanding	-	-
Series D, none issued and outstanding	-	-
Common stock; $.0001 par value; 750,000,000 shares authorized; 170,613,692 and 129,725,338 shares issued and outstanding, respectively	17,061	12,972
Additional paid-in capital	28,831,876	24,224,685
Accumulated deficit	(36,059,816)	(24,480,410)
Total Stockholders' Deficit	(7,210,579)	(242,453)
Total Liabilities and Stockholders' Deficit	$ 186,364	$ -

See accompanying notes to consolidated financial statements.

ECLIPS MEDIA TECHNOLOGIES, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS

	For the Year Ended December 31,	
	2010	**2009**
Net revenues	$ -	$ -
Operating expenses:		
Payroll expense and stock based compensation	1,069,500	117,249
Professional and consulting	2,885,571	114,938
General and administrative expenses	333,614	47,509
Total operating expenses	4,288,685	279,696
Operating loss from continuing operations	(4,288,685)	(279,696)
Other income (expense)		
Gain (loss) on disposal of property and equipment	-	(59,429)
Interest income (expense), net	(439,788)	(2,110)
Derivative liability expense	(3,260,076)	-
Change in fair value of derivative liabilities	(2,490,252)	233
Total other income (expense)	(6,190,116)	(61,306)
Loss from continuing operations before provision for income taxes	(10,478,801)	(341,002)
Provision for income taxes	-	-
Loss from continuing operations	(10,478,801)	(341,002)
Discontinued operations:		
Loss from discontinued operations, net of tax	(1,100,605)	(1,907,663)
Net loss	$ (11,579,406)	$ (2,248,665)
Loss per common share, basic and diluted:		
Loss from continuing operations	$ (0.06)	$ (0.01)
Loss from discontinued operations	$ (0.01)	$ (0.05)
	$ (0.06)	$ (0.06)
Weighted average common shares outstanding	179,382,182	38,908,770

See accompanying notes to consolidated financial statements.

ECLIPS MEDIA TECHNOLOGIES, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' DEFICIT
For the Years Ended December 31, 2010 and 2009

	Preferred Stock		Common Stock		Additional Paid in Capital	Accumulated Deficit	Stockholders' Deficit
Balance, December 31, 2008	400,000	$ 40	1,291,668	$ 129	$ 23,041,703	$ (22,231,745)	$ 810,127
Preferred stock converted:							
Advanced Alternative Energy	(200,000)	(20)	734,908	73	(53)	-	-
H-Hybrid Technologies	(200,000)	(20)	318,472	32	(12)	-	-
Issuance of stock for cash	-	-	200,200	20	286,492	-	286,512
Issuance of stock for services	-	-	24,980,090	2,498	723,318	-	725,816
Issuance of stock in settlement of debt	3,000,000	300	100,000,000	10,000	118,457	-	128,757
Issuance of stock in settlement of employment agreement	-	-	2,200,000	220	54,780	-	55,000
Net Loss	-	-	-	-	-	(2,248,665)	(2,248,665)
Balance, December 31, 2009	3,000,000	300	129,725,338	12,972	24,224,685	(24,480,410)	(242,453)
Issuance of stock for services	-	-	44,388,354	4,439	3,180,561	-	3,185,000
Issuance of stock in connection with an employment agreement	-	-	10,000,000	1,000	399,000	-	400,000
Issuance of stock in connection with an asset purchase agreement	-	-	20,000,000	2,000	798,000	-	800,000
Issuance of stock for cash	-	-	1,500,000	150	74,850	-	75,000
Contributed officer services	-	-	-	-	10,000	-	10,000

Contributed capital	-	-	-	-	75,000	-	75,000
Reclassification of derivative liability upon extinguishment of a debenture	-	-	-	-	66,280	-	66,280
Cancellation of stock in connection with the spin off agreement	-	-	(30,000,000)	(3,000)	3,000	-	-
Cancellation of common stock issued for services rendered	-	-	(5,000,000)	(500)	500	-	-
Net Loss	-	-	-	-	-	(11,579,406)	(11,579,406)
Balance, December 31, 2010	3,000,000	$ 300	170,613,692	$ 17,061	$ 28,831,876	$ (36,059,816)	$ (7,210,579)

See accompanying notes to consolidated financial statements.

ECLIPS MEDIA TECHNOLOGIES, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CASH FLOWS

	For the Year Ended December 31,	
	2010	**2009**
Cash flows from operating activities:		
Loss from continuing operations	$ (10,478,801)	$ (341,002)
Adjustments to reconcile loss from continuing operations to net cash used in operating activities:		
Depreciation	5,358	-
Amortization of prepaid expenses	19,158	-
Amortization of debt issuance costs	5,731	-
Amortization of debt discount	392,292	-
Impairment loss	173,257	-
Loss on abandonment of assets	39,927	-
Change in fair value of derivative liabilities	2,490,252	(233)
Derivative liability expense	3,260,076	-
Stock based consulting	2,687,500	-
Stock based compensation expense	975,000	-
Contributed services	10,000	-
(Increase) Decrease in:		
Interest receivable	(2,157)	-
Prepaid expense	(182,200)	-
Deposits	(8,509)	-
Increase (Decrease) in:		
Accounts payable and accrued expenses	15,504	-
Net cash used in continuing operations	(597,612)	(341,235)
Loss from discontinued operations	(1,100,605)	(1,907,663)
Adjustments to reconcile loss from discontinued operations to net cash used in discontinued operating activities:		
Amortization	381	158,655
Impairment loss	1,043,038	770,062
Loss on disposal of property and equipment	-	59,429
Forgiveness of debt	-	(354,500)
Stock based consulting	-	851,316
Gain on disposal of discontinued operations	(424,131)	-
(Increase) decrease in discontinued assets	-	(322,359)
Increase (decrease) in discontinued liabilities	272,868	704,977
Net cash used in discontinued operations	(208,449)	(40,083)
Net cash used in operating activities	(806,061)	(381,318)
Cash flows from investing activities:		
Cash acquired in acquisition	5,057	-
Cash used in acquisition	(110,000)	-
Payment of leasehold improvement	(13,325)	-
Proceeds from disposal of property and equipment	-	20,225
Purchase of equipment	(23,451)	(789)
Investment in note receivable	(171,100)	-
Net cash (used in) provided by investing activities	(312,819)	19,436
Cash flows from financing activities:		
Proceeds from issuance of common stock	75,000	286,512
Net proceeds from debentures	937,500	-
Proceeds from loan payable	-	75,000
Proceeds from related party advances	200,433	-
Net cash provided by financing activities	1,212,933	361,512
Net increase (decrease) in cash	94,053	(370)

Cash, beginning of year	-	370
Cash, end of year	$ 94,053	$ -
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the period for:		
Interest	$ -	$ 1,937
Income Taxes	$ -	$ -
Supplemental disclosure of non-cash investing and financing activities:		
Issuance of common stock in connection with acquisition of business	$ 800,000	$ -
Conversion of debt to equity (preferred stock)	$ -	$ 58,257
Contributed capital in connection with an extinguishment of a convertible debenture	$ 75,000	$ -

See accompanying notes to consolidated financial statements.

ECLIPS MEDIA TECHNOLOGIES, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2010 and 2009

NOTE 1 – BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Description of Business

The Company was incorporated under the name "Swifty Carwash & Quick-Lube, Inc." in the state of Florida on September 25, 1997. On October 22, 1999, the Company changed its name from "Swifty Carwash & Quick-Lube, Inc." to "SwiftyNet.com, Inc." On January 29, 2001, the Company changed its name from "SwiftyNet.com, Inc." to "Yseek, Inc." On June 10, 2003, the Company changed its name from "Yseek, Inc." to "Advanced 3-D Ultrasound Services, Inc."

The Company merged with a private Florida corporation known as World Energy Solutions, Inc. effective August 17, 2005. Advanced 3D Ultrasound Services, Inc. ("A3D") remained as the surviving entity as the legal acquirer, and the Company was the accounting acquirer. On November 7, 2005, the Company changed its name to World Energy Solutions, Inc. ("WESI"). On November 7, 2005, WESI merged with Professional Technical Systems, Inc. ("PTS"). WESI remained as the surviving entity as the legal acquirer, while PTS was the accounting acquirer. On February 26, 2009, the Company changed its name to EClips Energy Technologies, Inc.

On December 22, 2009, in a private equity transaction ("Purchase Agreement"), the majority shareholder (the "Seller") and former Chief Executive of the Company entered into agreement, whereby certain purchasers collectively purchased from the Seller an aggregate of (i) 50,000,000 shares of Common Stock of the Company and (ii) 1,500,000 shares of series D preferred stock, $0.001 par value (the "Preferred Stock"), comprising approximately 82 % of the issued and outstanding shares of capital stock of the Company, for the aggregate purchase price, including expenses, of $100,000.

In connection with the Purchase Agreement, the Company and Seller entered into a release pursuant to which in consideration for the termination of Seller's employment agreement, dated January 31, 2006, the Company issued to Seller 2,200,000 shares of the Company's common stock. Furthermore, the Company agreed to transfer to Seller or Seller's designee, the Company's subsidiaries Pure Air Technologies, Inc., Hydrogen Safe Technologies, Inc., World Energy Solutions Limited and Advanced Alternative Energy, Inc. and granted to Seller a five-year option for the purchase of H-Hybrid Technologies, Inc.

On March 16, 2010, the Company filed a definitive information statement on Schedule 14C (the "Definitive Schedule 14C") with the Securities and Exchange Commission (the "SEC") notifying its stockholders that on March 2, 2010, a majority of the voting capital stock of the Company took action in lieu of a special meeting of stockholders authorizing the Company to enter into an Agreement and Plan of Merger (the "Merger Agreement") with its newly-formed wholly-owned subsidiary, EClips Media Technologies, Inc., a Delaware corporation ("EClips Media") for the purpose of changing the state of incorporation of the Company to Delaware from Florida. Pursuant to the Merger Agreement, the Company merged with and into EClips Media with EClips Media continuing as the surviving corporation on April 21, 2010. On the effective date of the Merger, (i) each issued and outstanding share of common stock of the Company was converted into two (2) shares of EClips Media common stock, (ii) each issued and outstanding share of Series D preferred stock of the Company was converted into two (2) shares of EClips Media Series A preferred stock and (iii) the outstanding shares of EClips Media Common Stock held by the Company were retired and cancelled and resuming the status of authorized and unissued EClips Media common stock. The outstanding 6% convertible debentures of the Company were assumed by EClips Media and converted into outstanding 6% convertible debentures of EClips Media. All options and rights to acquire the Company's common stock, and all outstanding warrants or rights outstanding to purchase the Company's common stock, were automatically converted into equivalent options, warrants and rights to purchase two (2) times the number of shares of EClips Media common stock at fifty (50%) percent of the exercise, conversion or strike price of such converted options, warrants and rights. Trading of the Company's securities on a 2:1 basis commenced May 17, 2010 upon approval of the FINRA. All shares and per share values are retroactively stated at the effective date of merger.

On June 21, 2010, the Company, through its wholly-owned subsidiary SD Acquisition Corp., a New York corporation ("SD"), acquired (the "Acquisition") all of the business and assets and assumed certain liabilities of Brand Interaction Group, LLC, a New Jersey limited liability company ("BIG") which is described below. In September 2010, the Company decided to discontinue the operations of SD because of the disappointing performance and negative results of its most recent fantasy league event in August 2010. In December 2010, the Company entered into a spin off agreement (the "Spinoff") with BIG and Mr. Eric Simon, the Company's former CEO, pursuant to which the Company returned the Superdraft business to Mr. Simon by exchanging 100% of the issued and outstanding capital stock of SD which owned and operated the Superdraft business, for the cancellation of 30,000,000 shares of the Company owned by Mr. Simon and BIG, the cancellation of the Asset Purchase Agreement and Employment Agreement entered into between the Company, Mr. Simon and BIG in June 2010.

NOTE 1 – BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Under the Agreement BIG is obligated to make payments for a total of $95,000 directly to certain holders of the Company's outstanding convertible debentures in order to retire, or reduce, on a dollar for dollar basis, amounts due and payable by the Company to such holders. In connection with the foregoing, BIG entered into a six month promissory note for $95,000 with the Company's holders, payable in six equal monthly installments on the first day of each succeeding calendar month in the amount of $15,833 with the first payment due in January 2011.

Acquisition of Business of Brand Interaction Group, LLC

On June 21, 2010, the Company entered into an Asset Purchase Agreement (the "Purchase Agreement") by and among the Company, SD and BIG. Pursuant to the Purchase Agreement, the Company, through its wholly-owned subsidiary SD acquired all of the business and assets and assumed certain liabilities of BIG owned by Eric Simon, the Company's former Chief Executive Officer. BIG owned Fantasy Football SUPERDRAFT TM , and operates as a sports entertainment and media business focused on promotion of fantasy league events through live events hosted in various venues such as Las Vegas, and online, which feature sports and media personalities, and the sale and marketing of various sports oriented products and services.

As consideration for the Acquisition by SD, the Company agreed to issue BIG 20,000,000 shares of the Company's common stock valued at $0.04 per share (applying FASB ASC 805 "Determination of the Measurement Date for the Market Price of Acquirer Securities Issued in a Purchase Business Combination"). The total purchase price was $868,152 and included common stock valued at $800,000 and incurred legal fees of $68,152. Additionally, in May 2010, the Company issued a demand promissory note agreement and security agreement in the amount of $110,000 with BIG and such promissory note is included in the liabilities assumed and has been recognized as intercompany transaction following the acquisition. Thus such intercompany transaction has been eliminated in consolidation. The purchase price was allocated as follows:

Assets Acquired		
Cash	$	5,057
Intangible		
Trademark		3,863
Goodwill		1,043,038
Total assets acquired		1,051,958
Liabilities Assumed		183,806
Net assets acquired	$	868,152

Since the Company decided to discontinue the operations of SD Acquisition Corp., the Company deemed the acquired goodwill to be impaired and wrote-off the goodwill during the year ended December 31, 2010. Accordingly, the Company recorded an impairment of goodwill of $1,043,038 included in loss from discontinued operations in the accompanying statements of operations.

Discontinued Operations

The Company's operations were developing and manufacturing products and services, which reduce fuel costs, save power & energy and protect the environment. The products and services were made available for sale into markets in the public and private sectors. In December 2009, the Company discontinued these operations and disposed of certain of its subsidiaries, and prior periods have been restated in the Company's consolidated financial statements and related footnotes to conform to this presentation. Additionally, in September 2010, the Company decided to discontinue the operations of SD Acquisition Corp. because of the disappointing performance and negative results of its most recent fantasy league event in August 2010.

NOTE 1 – BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The remaining liabilities of discontinued operations are presented in the balance sheet under the caption "Liabilities of discontinued operation" and relates to the discontinued operations of developing and manufacturing of energy saving and fuel efficient products and services. The carrying amounts of the major classes of these liabilities as of December 31, 2010 are summarized as follows:

	December 31, 2010	December 31, 2009
Assets of discontinued operations	$ -	$ -
Liabilities		
Accounts payables and accrued expenses	$ (155,641)	$ (104,897)
Liabilities of discontinued operations	$ 155,641	$ 104,897

The following table sets forth for the years ended December 31, 2010 and 2009, indicated selected financial data of the Company's discontinued operations. During fiscal 2009, the Company discontinued it operations of developing and manufacturing products and services, which reduce fuel costs, save power & energy and protect the environment. Discontinued operations during fiscal 2010 primarily consisted of the operations of the Company's formerly owned subsidiary, SD Acquisition Corp.

	December 31, 2010	December 31, 2009
Revenues	$ 178,645	$ 313,660
Cost of sales	381,331	286,051
Gross (loss) profit	(202,686)	27,609
Operating and other non-operating expenses	(1,322,050)	(1,935,272)
Loss from discontinued operations	$ (1,524,736)	$ (1,907,663)

Spin off of SD Acquisition Corp.

In December 2010, the Company entered into a spin off agreement (the "Spinoff") with SD, BIG and Mr. Eric Simon, the Company's former CEO, pursuant to which the Company returned the Superdraft business to Mr. Simon by exchanging 100% of the issued and outstanding capital stock of SD which owned and operated the Superdraft business, for the cancellation of 30,000,000 shares of the Company owned by Mr. Simon and BIG, the cancellation of the Asset Purchase Agreement and Employment Agreement entered into between the Company, Mr. Simon and BIG in June 2010. Additionally, upon the execution of the Spinoff, the Company was released from any obligations and agreements incurred by Mr. Simon on behalf of SD. Such obligations and agreements were assumed by the Company's formerly owned subsidiary, SD. The Company recorded the cancellation of the 30,000,000 shares of common stock at par value in accordance with ASC 505 - 30 "Treasury stock".

NOTE 1 – BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The spinoff of SD Acquisition Corp. is included in gain on disposal of discontinued operations and is calculated as follows:

Consideration received in connection with the spinoff:	
Cancellation of 30 million shares of the Company's common stock	$ -
Total consideration received	-
Add: net liabilities of former subsidiary on December 7, 2010	424,131
Gain on disposal of discontinued operations, net of tax	$ 424,131

Basis of presentation

The consolidated financial statements are prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP"). The consolidated financial statements of the Company include the Company and its wholly-owned subsidiaries. All material intercompany balances and transactions have been eliminated in consolidation.

FASB Accounting Standards Codification

The issuance by the FASB of the Accounting Standards CodificationTM (the "Codification") on July 1, 2009 (effective for interim or annual reporting periods ending after September 15, 2009), changes the way that GAAP is referenced. Beginning on that date, the Codification officially became the single source of authoritative nongovernmental GAAP; however, SEC registrants must also consider rules, regulations, and interpretive guidance issued by the SEC or its staff. The change affects the way the Company refers to GAAP in financial statements and in its accounting policies. All existing standards that were used to create the Codification became superseded. Instead, references to standards consist solely of the number used in the Codification's structural organization.

Use of Estimates

In preparing the consolidated financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the statements of financial condition, and revenues and expenses for the years then ended. Actual results may differ significantly from those estimates. Significant estimates made by management include, but are not limited to, the assumptions used to calculate stock-based compensation, derivative liabilities, debt discount, the useful life of property and equipment, purchase price fair value allocation for the business acquisition, valuation and amortization periods of intangible asset, and valuation and impairment of goodwill.

Reclassification

Certain amounts in the 2009 consolidated financial statements have been reclassified to conform to the 2010 presentation. Such reclassifications had no effect on the reported net loss.

Cash and Cash Equivalents

The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. The Company places its cash with a high credit quality financial institution.

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist primarily of cash and cash equivalents. The Company's cash and cash equivalents accounts are held at financial institutions and are insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000. During the year ended December 31, 2010, the Company has not reached bank balances exceeding the FDIC insurance limit. While the Company periodically evaluates the credit quality of the financial institutions in which it holds deposits, it cannot reasonably alleviate the risk associated with the sudden failure of such financial institutions. The Company's investment policy is to invest in low risk, highly liquid investments. The Company does not believe it is exposed to any significant credit risk in its cash investment.

NOTE 1 – BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Fair Value of Financial Instruments

Effective January 1, 2008, the Company adopted FASB ASC 820, "Fair Value Measurements and Disclosures" ("ASC 820"), for assets and liabilities measured at fair value on a recurring basis. ASC 820 establishes a common definition for fair value to be applied to existing generally accepted accounting principles that require the use of fair value measurements, establishes a framework for measuring fair value and expands disclosure about such fair value measurements. The adoption of ASC 820 did not have an impact on the Company's financial position or operating results, but did expand certain disclosures.

ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Additionally, ASC 820 requires the use of valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized below:

Level 1:	Observable inputs such as quoted market prices in active markets for identical assets or liabilities
Level 2:	Observable market-based inputs or unobservable inputs that are corroborated by market data
Level 3:	Unobservable inputs for which there is little or no market data, which require the use of the reporting entity's own assumptions.

The Company analyzes all financial instruments with features of both liabilities and equity under the FASB's accounting standard for such instruments. Under this standard, financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. Depending on the product and the terms of the transaction, the fair value of notes payable and derivative liabilities were modeled using a series of techniques, including closed-form analytic formula, such as the Black-Scholes option-pricing model.

The following table presents a reconciliation of the derivative liability measured at fair value on a recurring basis using significant unobservable input (Level 3) from January 1, 2010 to December 31, 2010:

	Conversion feature derivative liability	Warrant liability
Balance at January 1, 2010	$ 67,147	$ —
Recognition of derivative liability	1,973,938	2,243,759
Extinguishment of derivative liability upon conversion of debt to equity	(66,280)	—
Change in fair value included in earnings	1,128,091	1,362,160
Balance at December 31, 2010	$ 3,102,896	$ 3,605,919

Total derivative liabilities at December 31, 2010 amounted to $6,708,815.

Cash and cash equivalents include money market securities that are considered to be highly liquid and easily tradable as of December 31, 2010 and 2009. These securities are valued using inputs observable in active markets for identical securities and are therefore classified as Level 1 within our fair value hierarchy.

The carrying amounts reported in the balance sheet for cash, accounts payable and accrued expenses approximate their estimated fair market value based on the short-term maturity of these instruments. The carrying amount of the convertible debentures at December 31, 2010 and 2009, approximate their respective fair value based on the Company's incremental borrowing rate.

The Company did not identify any other non-recurring assets and liabilities that are required to be presented on the consolidated balance sheets at fair value in accordance with the relevant accounting standards.

Property and equipment

Property and equipment are carried at cost. The cost of repairs and maintenance is expensed as incurred; major replacements and improvements are capitalized. When assets are retired or disposed of, the cost and accumulated depreciation are removed from the accounts, and any resulting gains or losses are included in income in the year of disposition. The Company examines the possibility of decreases in the value of fixed assets when events or changes in circumstances reflect the fact that their recorded value may not be recoverable. Depreciation is calculated on a straight-line basis over the estimated useful life of the assets.

NOTE 1 – BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Impairment of Long-Lived Assets

Long-Lived Assets of the Company are reviewed for impairment whenever events or circumstances indicate that the carrying amount of assets may not be recoverable, pursuant to guidance established in ASC 360-10-35-15, *"Impairment or Disposal of Long-Lived Assets"* . The Company recognizes an impairment loss when the sum of expected undiscounted future cash flows is less than the carrying amount of the asset. The amount of impairment is measured as the difference between the asset's estimated fair value and its book value. In September 2010, the Company decided to discontinue the operations of SD Acquisition Corp. because of the disappointing performance and negative results of its most recent fantasy league event in August 2010. Accordingly, during the year ended December 31, 2010, the Company has determined that an adjustment to the carrying value of goodwill was required. The Company recorded an impairment of goodwill of $1,043,038 included in loss from discontinued operations in the accompanying statement of operations. The Company recorded a loss on abandonment of assets of $39,927 due to the abandonment of property and equipment of $31,418 and rental security deposit of $8,509 in connection to our previous office space located in New York.

Income Taxes

Income taxes are accounted for under the asset and liability method as prescribed by ASC Topic 740: Income Taxes ("ASC 740"). Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities, and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. Deferred tax assets are reduced by a valuation allowance, when in the Company's opinion it is likely that some portion or the entire deferred tax asset will not be realized.

Pursuant to ASC Topic 740-10: Income Taxes related to the accounting for uncertainty in income taxes, the evaluation of a tax position is a two-step process. The first step is to determine whether it is more likely than not that a tax position will be sustained upon examination, including the resolution of any related appeals or litigation based on the technical merits of that position. The second step is to measure a tax position that meets the more-likely-than-not threshold to determine the amount of benefit to be recognized in the financial statements. A tax position is measured at the largest amount of benefit that is greater than 50% likelihood of being realized upon ultimate settlement. Tax positions that previously failed to meet the more-likely-than-not recognition threshold should be recognized in the first subsequent period in which the threshold is met. Previously recognized tax positions that no longer meet the more-likely-than-not criteria should be de-recognized in the first subsequent financial reporting period in which the threshold is no longer met. The accounting standard also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosures, and transition. The adoption had no effect on the Company's consolidated financial statements.

Stock Based Compensation

In December 2004, the Financial Accounting Standards Board, or FASB, issued FASB ASC Topic 718: Compensation – Stock Compensation ("ASC 718"). Under ASC 718, companies are required to measure the compensation costs of share-based compensation arrangements based on the grant-date fair value and recognize the costs in the financial statements over the period during which employees are required to provide services. Share-based compensation arrangements include stock options, restricted share plans, performance-based awards, share appreciation rights and employee share purchase plans. Companies may elect to apply this statement either prospectively, or on a modified version of retrospective application under which financial statements for prior periods are adjusted on a basis consistent with the pro forma disclosures required for those periods under ASC 718. Upon adoption of ASC 718, the Company elected to value employee stock options using the Black-Scholes option valuation method that uses assumptions that relate to the expected volatility of the Company's common stock, the expected dividend yield of our stock, the expected life of the options and the risk free interest rate. Such compensation amounts, if any, are amortized over the respective vesting periods or period of service of the option grant. For the years ended December 31, 2010 and 2009, the Company did not grant any stock options.

Subsequent Events

For purposes of determining whether a post-balance sheet event should be evaluated to determine whether it has an effect on the financial statements for the year ended December 31, 2010, subsequent events were evaluated by the Company as of the date on which the consolidated financial statements for the year ended December 31, 2010, were available to be issued.

NOTE 1 – BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Related Parties

Parties are considered to be related to the Company if the parties that, directly or indirectly, through one or more intermediaries, control, are controlled by, or are under common control with the Company. Related parties also include principal owners of the Company, its management, members of the immediate families of principal owners of the Company and its management and other parties with which the Company may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests. The Company discloses all related party transactions. All transactions shall be recorded at fair value of the goods or services exchanged. Property purchased from a related party is recorded at the cost to the related party and any payment to or on behalf of the related party in excess of the cost is reflected as a distribution to related party.

Advertising Expense

The Company follows the policy of charging advertising and promotions to expense as incurred. Advertising expense was $1,676 and $5,665 for the years ended December 31, 2010 and 2009, respectively. Such expense relates to the discontinued operations and is included in the loss from discontinued operations.

Net Loss per Common Share

Net loss per common share is calculated in accordance with ASC Topic 260: Earnings Per Share ("ASC 260"). Basic loss per share is computed by dividing net loss by the weighted average number of shares of common stock outstanding during the period. The computation of diluted net earnings per share does not include dilutive common stock equivalents in the weighted average shares outstanding as they would be anti-dilutive. At December 31, 2010, the Company has 41,000,000 outstanding warrants and 38,000,000 shares equivalent issuable pursuant to embedded conversion features. There were no dilutive common stock equivalents as of December 31, 2009.

Recent Accounting Pronouncements

In January 2010, the FASB issued Accounting Standards Update ("ASU") No. 2010-06, "Improving Disclosures about Fair Value Measurements" an amendment to ASC Topic 820, "Fair Value Measurements and Disclosures." This amendment requires an entity to: (i) disclose separately the amounts of significant transfers in and out of Level 1 and Level 2 fair value measurements and describe the reasons for the transfers and (ii) present separate information for Level 3 activity pertaining to gross purchases, sales, issuances, and settlements. ASU No. 2010-06 is effective for the Company for interim and annual reporting beginning after December 15, 2009, with one new disclosure effective after December 15, 2010. The adoption of ASU No. 2010-06 did not have a material impact on the results of operations and financial condition.

In February 2010, the FASB issued an amendment to the accounting standards related to the accounting for, and disclosure of, subsequent events in an entity's consolidated financial statements. This standard amends the authoritative guidance for subsequent events that was previously issued and among other things exempts Securities and Exchange Commission registrants from the requirement to disclose the date through which it has evaluated subsequent events for either original or restated financial statements. This standard does not apply to subsequent events or transactions that are within the scope of other applicable GAAP that provides different guidance on the accounting treatment for subsequent events or transactions. The adoption of this standard did not have a material impact on the Company's consolidated financial statements.

In July 2010, the FASB issued ASU No. 2010-20, *Receivables (Topic 310): Disclosures about the Credit Quality of Financing Receivables and the Allowance for Credit Losses*. ASU 2010-20 requires additional disclosures about the credit quality of a company's loans and the allowance for loan losses held against those loans. Companies will need to disaggregate new and existing disclosures based on how it develops its allowance for loan losses and how it manages credit exposures. Additional disclosure is also required about the credit quality indicators of loans by class at the end of the reporting period, the aging of past due loans, information about troubled debt restructurings, and significant purchases and sales of loans during the reporting period by class. The new guidance is effective for interim- and annual periods beginning after December 15, 2010. The Company anticipates that adoption of these additional disclosures will not have a material effect on its financial position or results of operations.

NOTE 1 – BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Other accounting standards that have been issued or proposed by FASB that do not require adoption until a future date are not expected to have a material impact on the consolidated financial statements upon adoption.

NOTE 2 – GOING CONCERN CONSIDERATIONS

The accompanying consolidated financial statements are prepared assuming the Company will continue as a going concern. At December 31, 2010, the Company had an accumulated deficit of approximately $36 million, and a working capital deficiency of $6,893,807. Additionally, for the year ended December 31, 2010, the Company incurred net losses of $11,579,406 and had negative cash flows from operations in the amount of $806,061. The ability of the Company to continue as a going concern is dependent upon obtaining additional capital and financing. Management intends to attempt to raise additional funds by way of a public or private offering. While the Company believes in the viability of its strategy to raise additional funds, there can be no assurances to that effect.

NOTE 3 – NOTE RECEIVABLE

During the first quarter of 2010, the Company entered into a secured 6% demand promissory note (the "Demand Note") with RootZoo, Inc. ("RZ"). RZ owned and operated a website www.rootzoo.com, focused upon providing social networking to sports fans, statistics and commentary to the sports community. During the fourth quarter of 2009 the Company had entered into negotiations with the then fifty (50%) percent owner of the common stock of RZ and one of its then two directors (the "RZ Part Owner") to acquire RZ pursuant to an Asset Purchase Agreement (the "RZ Acquisition"), but negotiations for the RZ Acquisition broke down and have since been terminated. As a result of the discontinuance of all negotiations for the RZ Acquisition, the Company elected to foreclose on its loan and to acquire the RZ business under its foreclosed loan agreement. On May 15, 2010 the Company demanded repayment of all outstanding amounts under the Demand Note. On June 6, 2010, RZ entered into a Peaceful Possession Letter Agreement with the Company pursuant to which RZ granted the Company all rights of possession in and to the collateral which secures the Demand Note, representing substantially all of the assets of RZ in partial satisfaction with the Demand Note debt. Subsequently the Company, through an Assignment Agreement, assigned the rights and possession of the collateral to its subsidiary, RZ Acquisition Corp. Following termination of negotiations, all of the persons associated with the development of the RZ business resigned. RZ presently has no employees or others who perform services necessary to maintain and develop RZ business successfully. Due to the termination of negotiations, the Company believes that the assets of RZ has no value and worthless. Consequently, the Company recorded a total impairment loss of $173,257 which represents the principal amount of $171,100 and interest receivable of $2,157 in connection with the secured 6% demand promissory note agreement. Such amount is included in the accompanying statements of operations under general and administrative expenses.

NOTE 4 – DERIVATIVE LIABILITIES

In June 2008, a FASB approved guidance related to the determination of whether a freestanding equity-linked instrument should be classified as equity or debt under the provisions of FASB ASC Topic No. 815-40, *Derivatives and Hedging – Contracts in an Entity's Own Stock* . The adoption of this requirement will affect accounting for convertible instruments and warrants with provisions that protect holders from declines in the stock price ("down-round" provisions). Warrants with such provisions will no longer be recorded in equity and would have to be reclassified to a liability. The Issue is effective for financial statements issued for fiscal years beginning after December 15, 2008, and interim periods within those fiscal years. Earlier application by an entity that has previously adopted an alternative accounting policy is not permitted.

Instruments with down-round protection are not considered indexed to a company's own stock under ASC Topic 815, because neither the occurrence of a sale of common stock by the company at market nor the issuance of another equity-linked instrument with a lower strike price is an input to the fair value of a fixed-for-fixed option on equity shares.

ASC Topic 815 guidance is to be applied to outstanding instruments as of the beginning of the fiscal year in which the Issue is applied. The cumulative effect of the change in accounting principle shall be recognized as an adjustment to the opening balance of retained earnings (or other appropriate components of equity) for that fiscal year, presented separately. If an instrument is classified as debt, it is valued at fair value, and this value is re-measured on an ongoing basis, with changes recorded on the statement of operations in each reporting period. The Company did not have outstanding instruments with down-round provisions as of the beginning of fiscal 2009 thus no adjustment will be made to the opening balance of retained earnings.

NOTE 4 – DERIVATIVE LIABILITIES (continued)

In connection with the issuance of the 6% Senior Convertible Debentures, the Company has determined that the terms of the convertible debenture include a down-round provision under which the conversion price could be affected by future equity offerings undertaken by the Company until the 18 month anniversary of such convertible debenture. Accordingly, the convertible instrument is accounted for as a liability at the date of issuance and adjusted to fair value through earnings at each reporting date. The Company has recognized a derivative liability of $ $6,708,815 and $67,147 at December 31, 2010 and December 31, 2009, respectively. Derivative liability expense and the loss resulting from the increase in fair value of this convertible instrument was $3,260,076 and $2,490,252 for the year ended December 31, 2010. The gain resulting from the decrease in fair value of this convertible instrument was $233 for the year ended December 31, 2009.

The Company used the following assumptions for determining the fair value of the convertible instruments granted under the Black-Scholes option pricing model:

	December 31, 2010	December 31, 2009
Expected volatility	184% - 236%	231%
Expected term	1.20-5 Years	2 Years
Risk-free interest rate	0.27%-2.62%	0.77%-1.14%
Expected dividend yield	0%	0%

NOTE 5 – CONVERTIBLE DEBENTURES

On December 17, 2009, to obtain funding for working capital, the Company entered into securities purchase agreement with an accredited investor pursuant to which the Company agreed to issue its 6% Senior Convertible Debentures for an aggregate purchase price of $75,000. The Debenture bears interest at 6% per annum and matures twenty-four months from the date of issuance. The Debenture will be convertible at the option of the holder at any time into shares of common stock, at an initial conversion price equal to the lesser of (i) $0.05 per share or (ii) until the eighteen (18) months anniversary of the Debenture, the lowest price paid per share or the lowest conversion price per share in a subsequent sale of the Company's equity and/or convertible debt securities paid by investors after the date of the Debenture. On February 4, 2010, the Company amended the terms of this agreement (see note below).

On February 4, 2010 the Company entered into securities purchase agreement with an accredited investor pursuant to which the Company agreed to issue $200,000 of its 6% convertible debentures for an aggregate purchase price of $200,000. The Debenture bears interest at 6% per annum and matures twenty-four months from the date of issuance. The Debenture is convertible at the option of the holder at any time into shares of common stock, at an initial conversion price equal to the lesser of (i) $0.05 per share or (ii) until the eighteen (18) months anniversary of the Debenture, the lowest price paid per share or the lowest conversion price per share in a subsequent sale of the Company's equity and/or convertible debt securities paid by investors after the date of the Debenture. In connection with the Agreement, the Investor received a warrant to purchase 4,000,000 shares of the Company's common stock. The Warrant is exercisable for a period of five years from the date of issuance at an initial exercise price of $0.05, subject to adjustment in certain circumstances. The Investor may exercise the Warrant on a cashless basis if the Fair Market Value (as defined in the Warrant) of one share of common stock is greater than the Initial Exercise Price. In accordance with ASC 470-20-25, the convertible debentures were considered to have an embedded beneficial conversion feature because the effective conversion price was less than the fair value of the Company's common stock. These convertible debentures were fully convertible at the issuance date thus the value of the beneficial conversion and the warrants were treated as a discount on the 6% Senior Convertible debentures and were valued at $200,000 to be amortized over the debenture term. The fair value of this warrant was estimated on the date of grant using the Black-Scholes option-pricing model using the following weighted-average assumptions: expected dividend yield of 0%; expected volatility of 219%; risk-free interest rate of 2.29% and an expected holding period of five years. The Company paid a legal fee of $12,500 in connection with this debenture. Accordingly, the Company recorded debt issuance cost of $12,500 which will be amortized over the term of the debenture. As of December 31, 2010, amortization of debt issuance cost amounted to $5,731 and is included in interest expense. As a result of the Merger with EClips Media on March 16, 2010, the new conversion price of this debenture is equivalent to $0.025 and the warrants increased to 8,000,000 shares of the Company's common stock.

NOTE 5 – CONVERTIBLE DEBENTURES (continued)

On February 4, 2010, the Company amended the 6% Senior Convertible Debentures agreement dated December 17, 2009 with a principal amount of $75,000. Pursuant to the terms of the original agreement, the investor was granted the right to receive the benefit of any more favorable terms or provisions provided to subsequent investors for a period of 18 months following the closing of the transaction. As a result of the issuance of the $200,000 note payable above, the investor was issued a Debenture in the aggregate principal amount of $75,000 and received a warrant to purchase 1,500,000 shares of the Company's common stock on the same terms and conditions as previously described. The original Debenture was cancelled. These warrants were treated as an additional discount on the 6% Senior Convertible debentures amounting to $7,610 to be amortized over the debenture term. The fair value of this warrant was estimated on the date of grant using the Black-Scholes option-pricing model using the following weighted-average assumptions: expected dividend yield of 0%; expected volatility of 219%; risk-free interest rate of 2.29% and an expected holding period of five years. As a result of the Merger with EClips Media on March 16, 2010, the new conversion price of this debenture was equivalent to $0.025 and the warrants increased to 3,000,000 shares of the Company's common stock. During 2010, in a private equity transaction, a shareholder of the Company transferred 3,000,000 shares of the Company's common stock he owned to the holder of this Senior Convertible Debentures amounting to $75,000. As a result of this private equity transaction and pursuant to a release notice agreement, the Company was released from this Senior Convertible Debentures. During fiscal 2010, the Company cancelled such debenture and recognized capital contribution of $75,000 to additional paid in capital. Additionally, during fiscal 2010, the Company has reclassified $66,280 of derivative liabilities to additional paid in capital related to the release and extinguishment of this convertible debenture.

Between March 2010 and June 2010, the Company entered into securities purchase agreements with accredited investors pursuant to which the Company agreed to issue an aggregate of $750,000 of its 6% Senior Convertible Debentures with the same terms and conditions of the debentures issued on February 4, 2010. In connection with the Agreement, the Investors received warrants to purchase 30,000,000 shares of the Company's common stock. The Warrants are exercisable for a period of five years from the date of issuance at an initial exercise price of $0.025, subject to adjustment in certain circumstances. In accordance with ASC 470-20-25, the convertible debentures were considered to have an embedded beneficial conversion feature because the effective conversion price was less than the fair value of the Company's common stock. These convertible debentures were fully convertible at the issuance date thus the value of the beneficial conversion and the warrants were treated as a discount on the 6% Senior Convertible debentures and were valued at $750,000 to be amortized over the debenture term. The fair value of this warrant was estimated on the date of grant using the Black-Scholes option-pricing model using the following weighted-average assumptions: expected dividend yield of 0%; expected volatility of 211%; risk-free interest rate of 2.43% and an expected holding period of five years.

On March 16, 2010, the Company filed the Definitive Schedule 14C with the SEC notifying its stockholders that on March 2, 2010, a majority of the voting capital stock of the Company took action in lieu of a special meeting of stockholders authorizing the Company to enter into the Merger Agreement with its newly-formed wholly-owned subsidiary, EClips Media Technologies, Inc., a Delaware corporation for the purpose of changing the state of incorporation of the Company to Delaware from Florida. Pursuant to the Merger Agreement, the Company merged with and into EClips Media with EClips Media continuing as the surviving corporation on April 21, 2010. As a result of the Merger with EClips Media, the outstanding 6% convertible debentures of the Company were assumed by EClips Media and converted into outstanding 6% convertible debentures of EClips Media. All options and rights to acquire the Company's Common Stock, and all outstanding warrants or rights outstanding to purchase the Company's Common Stock, automatically converted into equivalent options, warrants and rights to purchase two (2) times the number of shares of EClips Media Common Stock at fifty (50%) percent of the exercise, conversion or strike price of such converted options, warrants and rights.

At December 31, 2010 and December 31, 2009, convertible debentures consisted of the following:

	December 31, 2010	December 31, 2009
Long-term convertible debentures	$ 950,000	$ 75,000
Less: debt discount	(632,708)	(67,380)
Long-term convertible debentures – net	$ 317,292	$ 7,620

NOTE 5 – CONVERTIBLE DEBENTURES (continued)

Total amortization of debt discounts for the convertible debentures amounted to $392,292 for the year ended December 31, 2010, and is included in interest expense. Accrued interest as of December 31, 2010 amounted to $42,916.

In accordance with ASC Topic 815 "Derivatives and Hedging", these convertible debentures include a down-round provision under which the conversion price could be affected by future equity offerings (see Note 5). Instruments with down-round protection are not considered indexed to a company's own stock under ASC Topic 815, because neither the occurrence of a sale of common stock by the company at market nor the issuance of another equity-linked instrument with a lower strike price is an input to the fair value of a fixed-for-fixed option on equity shares.

NOTE 6 - STOCKHOLDERS' DEFICIT

Capital Structure

On March 16, 2010, the Company filed the Definitive Schedule 14C with the SEC notifying its stockholders that on March 2, 2010, a majority of the voting capital stock of the Company took action in lieu of a special meeting of stockholders authorizing the Company to enter into the Merger Agreement with its newly-formed wholly-owned subsidiary, EClips Media Technologies, Inc., a Delaware corporation for the purpose of changing the state of incorporation of the Company to Delaware from Florida. Pursuant to the Merger Agreement, the Company merged with and into EClips Media with EClips Media continuing as the surviving corporation on April 12, 2010.

On the effective date of the Merger, (i) each issued and outstanding share of Common Stock of the Company shall be converted into two (2) shares of EClips Media Common Stock, (ii) each issued and outstanding share of Series D Preferred Stock of the Company shall be converted into two (2) shares of EClips Media Series A Preferred Stock and (iii) the outstanding share of EClips Media Common Stock held by the Company shall be retired and canceled and shall resume the status of authorized and unissued EClips Media Common Stock. All shares and per share values are retroactively stated at the effective date of merger. Except as otherwise noted, amounts set forth as of December 31, 2010 reflects the effect of the merger.

The authorized capital of EClips Media consists of 750,000,000 shares of common stock, par value $0.0001 per share and 10,000,000 shares of preferred stock, par value $0.0001 per share of which 3,000,000 shares have been designated as series A Preferred Stock.

Preferred stock

On February 13, 2009, the Company issued 3,000,000 shares of the restricted Preferred Stock to Benjamin C. Croxton, the Company's prior Chief Executive Officer. The Company exchanged the shares for an assignment of accrued vacation pay and back salary in the amount of $8,257 due to Mr. Croxton. The issuance of the restricted Preferred Stock and the consideration received by the Company were approved by the Board of Directors at a meeting on February 10, 2009. The shares of restricted Preferred Stock were issued in a private transaction pursuant to the exemption from registration provided by Section 4(2) of the Securities Act of 1933. These shares were sold in a private equity transaction in late December 2009, resulting in a change in ownership.

On May 7, 2009, 200,000 shares of preferred stock were converted to 734,908 shares of restricted common stock at the request of the holders. The shares were valued at par and recorded to additional paid-in capital, with no effect on operations.

On June 29, 2009, 200,000 shares of preferred stock were converted to 318,472 shares of restricted common stock at the request of the holders. The shares were valued at par and recorded to additional paid-in capital, with no effect on operations.

Common stock

The Company has regularly issued shares for cash. The Company has issued 200,200 common shares for $286,512 for the year ended December 31, 2009.

The Company has issued shares to consultants and other service providers. The Company valued these shares at the fair market value on the date of grant. Shares are normally for settlement of fees for services provided and accordingly are expensed at the time of grant. Total shares issued were 24,980,090 for the year ended December 31, 2009. The shares were valued at the fair market value for a total of $725,816.

NOTE 6 - STOCKHOLDERS' DEFICIT (continued)

The Company issued 100,000,000 shares of its common stock on September 15, 2009. The Company issued the Shares in exchange for forgiveness of accrued salary in the amount of $50,000 due to a Company employee. The Shares were issued pursuant to the transaction exemption from registration in Section 4(2) of the Securities Act of 1933. The Shares were issued to an affiliated person who is a sophisticated investor. The shares were valued at the fair market value of the shares at $120,500, representing an additional $70,500 of stock-based compensation, recognized for the year ending December 31, 2009. These shares were sold in a private equity transaction in late December 2009, resulting in a change in ownership.

In connection with the Seller Agreement, the Company and Seller entered into a release pursuant to which in consideration for the termination of Seller's employment agreement, dated January 31, 2006, the Company issued to Seller 2,200,000 shares of the Company's common stock. Furthermore, upon closing, the Company shall transfer to Seller or Seller's designee, all of the capital stock of Pure Air Technologies, Inc., Hydrogen Safe Technologies, Inc., World Energy Solutions Limited and Advanced Alternative Energy, Inc. and the Company shall execute an Option Agreement with Seller for the purchase of H-Hybrid Technologies, Inc. within a five-year period from closing. The Company valued these common shares at the fair market value on the date of grant at $55,000 and recorded as stock based compensation, included in operating expenses during the year ended December 31, 2009.

On February 4, 2010, the Company entered into a Consulting Agreement with Colonial Ventures, LLC (the "Consultant"), a company controlled by former CEO of the Company. Pursuant to the Agreement, the Company shall pay Consultant $10,000 per month during the term of the Agreement. The Company issued 10,000,000 (post-merger) shares pursuant to this consulting agreement, 50% of which vested upon execution of the Agreement and the remaining 50% of which will vest on the one year anniversary of the Agreement as long as the Consultant is still engaged by the Company and Designated Person is still serving as chief executive officer or as a member of the board of directors of the Company. The Company valued these common shares at the fair market value on the date of grant of $575,000. On December 13, 2010, the Company's Consulting Agreement with Colonial Ventures, LLC was amended by cancelling certain unvested shares issued to or on behalf of the Consultant as compensation. As a result 5,000,000 shares of the Company's common stock have been returned for cancellation. In connection with the issuance of these shares during the year ended December 31, 2010, the Company recorded stock based compensation of $575,000. In connection with the return of the 5,000,000 shares of common stock, the Company recorded such cancellation of shares at par value. As of December 31, 2010, such consulting agreement has been terminated by the Company.

On February 5, 2010 the Company issued an aggregate of 6,000,000 shares (12,000,000 post-merger) of the Company's common stock of the Company to two persons for consulting services rendered. The Company valued these common shares at the fair market value on the date of grant at $0.115 per share or $690,000. In connection with the issuance of these shares during the year ended December 31, 2010, the Company recorded stock based consulting of $690,000.

On April 15, 2010 the Company issued an aggregate of 22,388,354 shares of the Company's common stock of the Company to two consultants for consulting services rendered. The Company valued these common shares at the fair market value on the date of grant at $1,920,000. In connection with the issuance of these shares during the year ended December 31, 2010, the Company recorded stock based consulting of $1,920,000.

On June 21, 2010, in connection with the Asset Purchase Agreement with BIG, the Company issued 20,000,000 shares of common stock valued at $0.04 per share or $800,000. The Company valued these common shares at the fair market value on the date of grant (see Note 1). These shares were cancelled in December 2010 in connection with the Spinoff agreement.

Pursuant to an Employment Agreement dated on June 21, 2010 the Company issued 10,000,000 shares of common stock to the Company's former Chief Executive Officer. The Company valued these common shares at the fair market value on the date of grant at $0.04 per share or $400,000. In connection with the issuance of these shares during the year ended December 31, 2010, the Company recorded stock based compensation of $400,000. These shares were cancelled in December 2010 in connection with the Spinoff agreement.

In July 2010, in connection with the sale of the Company's common stock, the Company issued 1,500,000 shares of common stock for net proceeds of approximately $75,000.

NOTE 6 - STOCKHOLDERS' DEFICIT (continued)

In December 2010, the Company entered into a spin off agreement (the "Spinoff") with SD Acquisition Corp. ("SD"), Brand Interaction Group, LLC ("BIG") and Mr. Eric Simon, the Company's former CEO, pursuant to which the Company will return the Superdraft business to Mr. Simon by exchanging 100% of the issued and outstanding capital stock of SD which owned and operated the Superdraft business, for the cancellation of 30,000,000 shares of the Company owned by Mr. Simon and BIG, the cancellation of the Asset Purchase Agreement and Employment Agreement entered into between the Company, Mr. Simon and BIG in June 2010. The Company recorded the cancellation of the 30,000,000 shares of common stock at par value in accordance with ASC 505 – 30 "Treasury stock".

During 2010, in a private equity transaction, a shareholder of the Company transferred 3,000,000 shares of the Company's common stock he owned to the holder of this Senior Convertible Debentures amounting to $75,000. As a result of this private equity transaction and pursuant to a release notice agreement, the Company was released from this Senior Convertible Debentures. During fiscal 2010, the Company cancelled such debenture and recognized capital contribution of $75,000 to additional paid in capital.

Stock Warrants

In connection with the 6% convertible debentures issued between February 2010 and June 2010, the Company granted warrants to purchase 41,000,000 shares of common stock at an exercise price of $0.025 per share. These warrants are exercisable for a period of five years from the date of issuance. These warrants were treated as a debt discount on the 6% Senior Convertible debentures and were valued at $957,620 to be amortized over the debenture term. The fair value of this warrant was estimated on the date of grant using the Black-Scholes option-pricing model using the following weighted-average assumptions: expected dividend yield of 0%; expected volatility ranging from 184% to 219%; risk-free interest rate from 2.03% to 2.62% and an expected holding period of five years.

A summary of the status of the Company's outstanding stock warrants as of December 31, 2010 and 2009 and changes during the periods then ended is as follows:

	Number of Warrants	Weighted Average Exercise Price
Balance at December 31, 2008	-	$ -
Granted	-	-
Exercised/Forfeited	-	-
Balance at December 31, 2009	-	$ -
Granted	41,000,000	0.025
Exercised	-	-
Forfeited	-	-
Balance at December 31, 2010	41,000,000	$ 0.025
Warrants exercisable at end of year	41,000,000	$ 0.025
Weighted average fair value of warrants granted during the year		$ 0.06

The following table summarizes the Company's stock warrants outstanding at December 31, 2010:

Warrants Outstanding				Warrants Exercisable	
Range of Exercise Price	Number Outstanding at December 31, 2010	Weighted Average Remaining Contractual Life	Weighted Average Exercise Price	Number Exercisable at December 31, 2010	Weighted Average Exercise Price
$ 0.025	41,000,000	4.31 Years	$ 0.025	41,000,000	$ 0.025
	41,000,000		$ 0.025	41,000,000	$ 0.025

NOTE 7 - RELATED PARTY TRANSACTIONS

On February 4, 2010, the Company entered into a Consulting Agreement with Colonial Ventures, LLC (the "Consultant"), a company controlled by former CEO/director of the Company. Pursuant to the Agreement, the Company shall pay Consultant $10,000 per month during the term of the Agreement. The Company issued 10,000,000 post-merger shares pursuant to this consulting agreement, 50% of which vested upon execution of the Agreement and the remaining 50% of which will vest on the one year anniversary of the Agreement as long as the Consultant is still engaged by the Company and Designated Person is still serving as chief executive officer or as a member of the board of directors of the Company. The Agreement has an initial term of two years from the date of execution and shall automatically renew on a year-to-year basis unless either party gives notice of non-renewal to the other party at least sixty days prior to the date of the Agreement. During the year ended December 31, 2010, the Company paid $80,000 in cash to this consultant. Compensation in the amount of $10,000 was recorded to additional paid-in capital for contributed services provided by such consultant in September 2010. On December 13, 2010, the Company's Consulting Agreement with Colonial Ventures, LLC was amended by cancelling certain unvested shares issued to or on behalf of the Consultant as compensation. As a result 5,000,000 shares of the Company's common stock have been returned for cancellation. As of December 31, 2010, such consulting agreement has been terminated by the Company.

During the year ended December 31, 2010, the Company paid leasehold improvements and rent of $14,025 and $12,486, respectively on a facility lease by a formerly affiliated company for which our former CEO/director, Greg Cohen, is the President. Greg Cohen served as the Company's Director until December 31, 2010.

NOTE 8 – COMMITMENTS

Consulting Agreement

On June 24, 2010 the Company engaged Brooke Capital Investments, LLC ("Brooke") to perform certain investor relations, branding and media relations services for the Company for a 12 month period (the "Consulting Agreement"). The Company shall pay to Brooke an amount equal to $150,000, in cash, on the date of execution of this Agreement. This Agreement may not be terminated during the term and under no circumstance is Brooke under any obligation to return all or any portion of the Consulting Fee to the Company. In connection with this consulting agreement during the year ended December 31, 2010, the Company recorded investor relations expense of $77,500 and prepaid expense of $72,500 to be amortized over the term of this agreement.

Pursuant to the compensation plan for the Company's non-employee directors, the Company has undertaken to pay each non-executive director $1,000 per month in cash and reimburse each director for reasonable expenses incurred in connection with services provided to the Company. Furthermore, each director shall be issued such number of shares of the Company's common stock having an aggregate market value equal to $2,000 for each meeting of the Board of Directors of the Company attended in person or telephonically. The value of such shares of common stock to be issued shall be based on the average high and low bid price of the Company's common stock as quoted on the Over-the-Counter Bulletin Board or any national securities exchange on the trading day immediately prior to the date of such meeting. The Company has recorded director fees of $32,500 during the year ended December 31, 2010 and is included in consulting fees in the accompanying consolidated statements of operations. At December 31, 2010, accrued directors' fee amounted to $23,500 and is included in accrued expenses in the accompanying consolidated balance sheet.

NOTE 9 – INCOME TAXES

The Company accounts for income taxes under ASC Topic 740: Income Taxes which requires the recognition of deferred tax assets and liabilities for both the expected impact of differences between the financial statements and the tax basis of assets and liabilities, and for the expected future tax benefit to be derived from tax losses and tax credit carry forwards. ASC Topic 740 additionally requires the establishment of a valuation allowance to reflect the likelihood of realization of deferred tax assets. The Company has a net operating loss carry forward for tax purposes totaling approximately $19.8 million at December 31, 2010, expiring through the year 2030. Internal Revenue Code Section 382 places a limitation on the amount of taxable income that can be offset by carry forwards after certain ownership shifts.

NOTE 9 – INCOME TAXES (continued)

The table below summarizes the differences between the Company's effective tax rate and the statutory federal rate as follows for the year ended December 31, 2010 and 2009:

	2010	2009
Tax benefit computed at "expected" statutory rate	$ (3,936,998)	$ (838,800)
State income taxes, net of benefit	(62,996)	(74,200)
Permanent differences	3,811,660	73,200
Increase in valuation allowance	188,334	839,800
Net income tax benefit	$ -	$ -

Deferred tax assets and liabilities are provided for significant income and expense items recognized in different years for tax and financial reporting purposes. Temporary differences, which give rise to a net deferred tax asset is as follows:

	December 31, 2010	December 31, 2009
Deferred tax assets:		
Net operating loss carryforward	$ 7,812,134	$ 7,630,800
Other	-	7,000
Total deferred tax assets	$ 7,812,134	$ 7,637,800
Deferred tax liabilities:		
Book basis of property and equipment in excess of tax basis	$ -	$ 14,000
Total deferred tax liabilities	$ -	$ 14,000
Net deferred tax asset before valuation allowance	$ 7,812,134	$ 7,623,800
Less: valuation allowance	(7,812,134)	(7,623,800)
Net deferred tax asset	$ -	$ -

After consideration of all the evidence, both positive and negative, management has recorded a full valuation allowance at December 31, 2010 and 2009, due to the uncertainty of realizing the deferred income tax assets. The valuation allowance was increased by $188,334.

NOTE 10 – SUBSEQUENT EVENTS

In January 2011, the Company issued 219,863 shares in connection with the payment of accrued directors' fee of $10,000. The Company valued these common shares at the fair market value on the date of grants at approximately $0.04 per share or $10,000.

In January 2011, two note holders (the "Assignors") of the Company's 6% convertible debentures entered into an Assignment agreement with an unrelated party (the "Assignee") whereby the Assignors assigned a total principal amount of $250,000 of the convertible debentures (the "Assigned Debenture") and 5,000,000 warrants (the "Assigned Warrants")(the Assigned Debenture and the Assigned Warrants collectively, the "Assigned Securities"). The Assignee purchased the Assigned Securities for $300,000. Contemporaneously with the closing of this agreement, the Assignee converted the Assigned Debenture into shares of the Company's common stock and exercised the Assigned Warrants for total net proceeds of $125,000 to the Company. The Company issued 10,000,000 shares in connection with the conversion of the Assigned Debenture and 5,000,000 shares in connection with the exercise of the Assigned Warrants. The fair value of such shares issued amounted to $0.025 per share.

NOTE 10 – SUBSEQUENT EVENTS (continued)

In March 2011, the Company entered into a Settlement and Release Agreement (the "Agreement") with an unrelated party whereby the Company settled the amounts due to the unrelated party for past legal services provided amounting to approximately $15,000 and certain lease payments in connection with the Company's previous headquarters in Florida amounting to approximately $28,000 which amounts are included in the liabilities of discontinued operations in the accompanying consolidated balance sheet as of December 31, 2010. Pursuant to this agreement, the Company shall pay $15,000 to release the Company from further obligation including the termination of the lease in Florida.

Between January 2011 and March 2011, BIG has paid approximately $47,500 in connection with the spinoff agreement and such amount reduces the principal balance of the outstanding convertible debentures from the Company's holders.

SILVER HORN MINING LTD. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

	March 31, 2011 (Unaudited)	December 31, 2010
ASSETS		
CURRENT ASSETS:		
Cash	$ 129,510	$ 94,053
Prepaid expenses	64,175	85,542
Debt issuance cost - current portion	5,206	6,249
Total Current Assets	198,891	185,844
OTHER ASSETS:		
Debt issuance cost - long term portion	-	520
Total Assets	$ 198,891	$ 186,364
LIABILITIES AND STOCKHOLDERS' DEFICIT		
CURRENT LIABILITIES:		
Accounts payable and accrued expenses	$ 259,351	$ 215,195
Convertible debentures, net of debt discount	192,917	-
Derivative liabilities	8,981,256	6,708,815
Liabilities of discontinued operations	112,397	155,641
Total Current Liabilities	9,545,921	7,079,651
LONG-TERM LIABILITIES:		
Convertible debentures, net of debt discount	115,729	317,292
Total Liabilities	9,661,650	7,396,943
STOCKHOLDERS' DEFICIT		
Preferred stock, $.0001 par value; 10,000,000 authorized		
Series A, 3,000,000 issued and outstanding	300	300
Series B, none issued and outstanding	-	-
Series C, none issued and outstanding	-	-
Series D, none issued and outstanding	-	-
Common stock; $.0001 par value; 750,000,000 shares authorized; 185,833,555 and 170,613,692 shares issued and outstanding, respectively	18,583	17,061
Additional paid-in capital	32,458,124	28,831,876
Accumulated deficit	(41,939,766)	(36,059,816)
Total Stockholders' Deficit	(9,462,759)	(7,210,579)
Total Liabilities and Stockholders' Deficit	$ 198,891	$ 186,364

See accompanying notes to unaudited consolidated financial statements.

SILVER HORN MINING LTD. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS

	Three Months Ended March 31,	
	2011	**2010**
	(Unaudited)	**(Unaudited)**
Net revenues	$ -	$ -
Operating expenses:		
Payroll expense and stock based compensation	9,000	365,417
Professional and consulting	118,815	766,686
General and administrative expenses	15,837	18,813
Total operating expenses	143,652	1,150,916
Loss from operations	(143,652)	(1,150,916)
Other income (expense)		
Gain from settlement of debt	28,244	-
Interest income (expense), net	(296,831)	(30,009)
Derivative liability expense	-	(950,166)
Change in fair value of derivative liabilities	(5,467,711)	380,842
Total other income (expense)	(5,736,298)	(599,333)
Loss before provision for income taxes	(5,879,950)	(1,750,249)
Provision for income taxes	-	-
Net loss	$ (5,879,950)	$ (1,750,249)
Net loss per common share:		
Basic and Diluted	$ (0.03)	$ (0.01)
	$ (0.03)	$ (0.01)
Weighted average common shares outstanding	181,649,788	140,725,336

See accompanying notes to unaudited consolidated financial statements.

SILVER HORN MINING LTD. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

	Three Months Ended March 31,	
	2011	**2010**
	(Unaudited)	**(Unaudited)**
Cash flows from operating activities:		
Net loss	$ (5,879,950)	$ (1,750,249)
Adjustments to reconcile net loss to net cash used in operating activities:		
Amortization of prepaid expenses	45,567	1,008
Amortization of debt issuance costs	1,563	1,042
Amortization of debt discount	288,854	26,042
Derivative liability expense	-	950,166
Change in fair value of derivative liabilities	5,467,711	(380,842)
Stock based consulting	-	690,000
Stock based compensation expense	-	335,417
Gain from settlement of debt	(28,244)	-
(Increase) Decrease in:		
Interest receivable	-	(432)
Prepaid expense	(24,200)	(37,200)
Deposits	-	(2,564)
Increase (Decrease) in:		
Accounts payable and accrued expenses	54,156	90,983
Liabilities of discontinued operations	(15,000)	
Net cash used in operating activities	(89,543)	(76,629)
Cash flows from investing activities:		
Payment of leasehold improvement	-	(8,325)
Investment in note receivable	-	(130,450)
Net cash used in investing activities	-	(138,775)
Cash flows from financing activities:		
Proceeds from exercise of stock warrants	125,000	-
Net proceeds from debentures	-	237,500
Net cash provided by financing activities	125,000	237,500
Net increase (decrease) in cash	35,457	22,096
Cash, beginning of period	94,053	-
Cash, end of period	$ 129,510	$ 22,096
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the period for:		
Interest	$ -	$ -
Income Taxes	$ -	$ -
Supplemental disclosure of non-cash investing and financing activities:		
Contributed capital in connection with an extinguishment of a convertible debenture	$ 47,500	$ -
Issuance of Common Stock for convertible debentures	$ 250,000	$ -
Issuance of Common Stock for accrued director's fees	$ 10,000	$ -
Reclassification of derivative liability to equity	$ 3,195,270	$ -

See accompanying notes to unaudited consolidated financial statements.

SILVER HORN MINING LTD. AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2011

NOTE 1 – BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Description of Business

The Company was incorporated under the name "Swifty Carwash & Quick-Lube, Inc." in the state of Florida on September 25, 1997. On October 22, 1999, the Company changed its name from "Swifty Carwash & Quick-Lube, Inc." to "SwiftyNet.com, Inc." On January 29, 2001, the Company changed its name from "SwiftyNet.com, Inc." to "Yseek, Inc." On June 10, 2003, the Company changed its name from "Yseek, Inc." to "Advanced 3-D Ultrasound Services, Inc."

The Company merged with a private Florida corporation known as World Energy Solutions, Inc. effective August 17, 2005. Advanced 3D Ultrasound Services, Inc. ("A3D") remained as the surviving entity as the legal acquirer, and the Company was the accounting acquirer. On November 7, 2005, the Company changed its name to World Energy Solutions, Inc. ("WESI"). On November 7, 2005, WESI merged with Professional Technical Systems, Inc. ("PTS"). WESI remained as the surviving entity as the legal acquirer, while PTS was the accounting acquirer. On February 26, 2009, the Company changed its name to EClips Energy Technologies, Inc.

On December 22, 2009, in a private equity transaction ("Purchase Agreement"), the majority shareholder (the "Seller") and former Chief Executive of the Company entered into agreement, whereby certain purchasers collectively purchased from the Seller an aggregate of (i) 50,000,000 shares of Common Stock of the Company and (ii) 1,500,000 shares of series D preferred stock, $0.001 par value (the "Preferred Stock"), comprising approximately 82 % of the issued and outstanding shares of capital stock of the Company, for the aggregate purchase price, including expenses, of $100,000.

In connection with the Purchase Agreement, the Company and Seller entered into a release pursuant to which in consideration for the termination of Seller's employment agreement, dated January 31, 2006, the Company issued to Seller 2,200,000 shares of the Company's common stock. Furthermore, the Company agreed to transfer to Seller or Seller's designee, the Company's subsidiaries Pure Air Technologies, Inc., Hydrogen Safe Technologies, Inc., World Energy Solutions Limited and Advanced Alternative Energy, Inc. and granted to Seller a five-year option for the purchase of H-Hybrid Technologies, Inc.

On March 16, 2010, the Company had filed a definitive information statement on Schedule 14C (the "Definitive Schedule 14C") with the Securities and Exchange Commission (the "SEC") notifying its stockholders that on March 2, 2010, a majority of the voting capital stock of the Company took action in lieu of a special meeting of stockholders authorizing the Company to enter into an Agreement and Plan of Merger (the "Merger Agreement") with its then newly-formed wholly-owned subsidiary, EClips Media Technologies, Inc., a Delaware corporation ("EClips Media") for the purpose of changing the state of incorporation of the Company to Delaware from Florida. Pursuant to the Merger Agreement, the Company had merged with and into EClips Media with EClips Media continuing as the surviving corporation on April 21, 2010. On the effective date of the Merger, (i) each issued and outstanding share of common stock of the Company was converted into two (2) shares of EClips Media common stock, (ii) each issued and outstanding share of Series D preferred stock of the Company was converted into two (2) shares of EClips Media Series A preferred stock and (iii) the outstanding shares of EClips Media Common Stock held by the Company were retired and cancelled and resuming the status of authorized and unissued EClips Media common stock. The outstanding 6% convertible debentures of the Company were assumed by EClips Media and converted into outstanding 6% convertible debentures of EClips Media. All options and rights to acquire the Company's common stock, and all outstanding warrants or rights outstanding to purchase the Company's common stock, were automatically converted into equivalent options, warrants and rights to purchase two (2) times the number of shares of EClips Media common stock at fifty (50%) percent of the exercise, conversion or strike price of such converted options, warrants and rights. Trading of the Company's securities on a 2:1 basis commenced May 17, 2010 upon approval of the FINRA. All shares and per share values are retroactively stated at the effective date of merger.

On June 21, 2010, the Company, through its wholly-owned subsidiary SD Acquisition Corp., a New York corporation ("SD"), acquired (the "Acquisition") all of the business and assets and assumed certain liabilities of Brand Interaction Group, LLC, a New Jersey limited liability company ("BIG") which is described below. In September 2010, the Company decided to discontinue the operations of SD because of the disappointing performance and negative results of its most recent fantasy league event in August 2010. In December 2010, the Company entered into a spin off agreement (the "Spinoff") with BIG and Mr. Eric Simon, the Company's former CEO, pursuant to which the Company returned the Superdraft business to Mr. Simon by exchanging 100% of the issued and outstanding capital stock of SD which owned and operated the Superdraft business, for the cancellation of 30,000,000 shares of the Company owned by Mr. Simon and BIG, the cancellation of the Asset Purchase Agreement and Employment Agreement entered into between the Company, Mr. Simon and BIG in June 2010.

NOTE 1 – BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Under the Agreement BIG is obligated to make payments for a total of $95,000 directly to certain holders of the Company's outstanding convertible debentures in order to retire, or reduce, on a dollar for dollar basis, amounts due and payable by the Company to such holders. In connection with the foregoing, BIG entered into a six month promissory note for $95,000 with the Company's debenture holders, payable in six equal monthly installments on the first day of each succeeding calendar month in the amount of $15,833 with the first payment due in January 2011. Between January 2011 and March 2011, BIG has paid approximately $47,500 in connection with the spinoff agreement and such amount reduced the principal balance of the outstanding convertible debentures (see Note 4).

Effective April 25, 2011, the Company changed its name to "Silver Horn Mining Ltd." from "EClips Media Technologies, Inc.". The name change was effected pursuant to Section 253 of the Delaware General Corporation Law by merging a newly-formed, wholly-owned subsidiary of the Company with and into the Company, with the Company as the surviving corporation in the merger. Following the subsidiary merger, the Company intends to focus its efforts on mining and resources, principally silver exploration and production.

Discontinued Operations

The Company's former operations were developing and manufacturing products and services, which reduce fuel costs, save power & energy and protect the environment. The products and services were made available for sale into markets in the public and private sectors. In December 2009, the Company discontinued these operations and disposed of certain of its subsidiaries, and prior periods have been restated in the Company's consolidated financial statements and related footnotes to conform to this presentation. Additionally, in September 2010, the Company decided to discontinue the operations of SD Acquisition Corp. because of the disappointing performance and negative results of its most recent fantasy league event in August 2010.

The remaining liabilities of discontinued operations are presented in the balance sheet under the caption "Liabilities of discontinued operation" and relates to the discontinued operations of developing and manufacturing of energy saving and fuel efficient products and services. The carrying amounts of the major classes of these liabilities as of March 31, 2011 and December 31, 2010 are summarized as follows:

	March 31, 2011	December 31, 2010
Assets of discontinued operations	$ -	$ -
Liabilities		
Accounts payables and accrued expenses	$ (112,397)	$ (155,641)
Liabilities of discontinued operations	$ 112,397	$ 155,641

Basis of presentation

The consolidated financial statements are prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP"). The consolidated financial statements of the Company include the Company and its wholly-owned subsidiaries. All material intercompany balances and transactions have been eliminated in consolidation. These financial statements should be read in conjunction with the audited consolidated financial statements and related footnotes as of and for the year ended December 31, 2010, included in the Company's Form 10-K at December 31, 2010.

In the opinion of management, all adjustments (consisting of normal recurring items) necessary to present fairly the Company's financial position as of March 31, 2011, and the results of operations and cash flows for the three months ending March 31, 2011 have been included. The results of operations for the three months ending March 31, 2011 are not necessarily indicative of the results to be expected for the full year.

NOTE 1 – BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

FASB Accounting Standards Codification

The issuance by the FASB of the Accounting Standards CodificationTM (the "Codification") on July 1, 2009 (effective for interim or annual reporting periods ending after September 15, 2009), changes the way that GAAP is referenced. Beginning on that date, the Codification officially became the single source of authoritative nongovernmental GAAP; however, SEC registrants must also consider rules, regulations, and interpretive guidance issued by the SEC or its staff. The change affects the way the Company refers to GAAP in financial statements and in its accounting policies. All existing standards that were used to create the Codification became superseded. Instead, references to standards consist solely of the number used in the Codification's structural organization.

Use of Estimates

In preparing the consolidated financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the statements of financial condition, and revenues and expenses for the years then ended. Actual results may differ significantly from those estimates. Significant estimates made by management include, but are not limited to, the assumptions used to calculate stock-based compensation, derivative liabilities, and debt discount.

Reclassification

Certain amounts in the 2010 consolidated financial statements have been reclassified to conform to the 2011 presentation. Such reclassifications had no effect on the reported net loss.

Cash and Cash Equivalents

The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. The Company places its cash with a high credit quality financial institution.

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist primarily of cash and cash equivalents. The Company's cash and cash equivalents accounts are held at financial institutions and are insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000. During the three months ended March 31, 2011, the Company has not reached bank balances exceeding the FDIC insurance limit. While the Company periodically evaluates the credit quality of the financial institutions in which it holds deposits, it cannot reasonably alleviate the risk associated with the sudden failure of such financial institutions. The Company's investment policy is to invest in low risk, highly liquid investments. The Company does not believe it is exposed to any significant credit risk in its cash investment.

Fair Value of Financial Instruments

Effective January 1, 2008, the Company adopted FASB ASC 820, "Fair Value Measurements and Disclosures" ("ASC 820"), for assets and liabilities measured at fair value on a recurring basis. ASC 820 establishes a common definition for fair value to be applied to existing generally accepted accounting principles that require the use of fair value measurements, establishes a framework for measuring fair value and expands disclosure about such fair value measurements. The adoption of ASC 820 did not have an impact on the Company's financial position or operating results, but did expand certain disclosures.

ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Additionally, ASC 820 requires the use of valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized below:

Level 1:	Observable inputs such as quoted market prices in active markets for identical assets or liabilities
Level 2:	Observable market-based inputs or unobservable inputs that are corroborated by market data
Level 3:	Unobservable inputs for which there is little or no market data, which require the use of the reporting entity's own assumptions.

NOTE 1 – BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The Company analyzes all financial instruments with features of both liabilities and equity under the FASB's accounting standard for such instruments. Under this standard, financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. Depending on the product and the terms of the transaction, the fair value of notes payable and derivative liabilities were modeled using a series of techniques, including closed-form analytic formula, such as the Black-Scholes option-pricing model.

The following table presents a reconciliation of the derivative liability measured at fair value on a recurring basis using significant unobservable input (Level 3) from January 1, 2011 to March 31, 2011:

	Conversion feature derivative liability	Warrant liability
Balance at January 1, 2011	$ 3,102,896	$ 3,605,919
Recognition of derivative liability	—	—
Extinguishment of derivative liability upon conversion of debt to equity	(2,205,055)	(990,215)
Change in fair value included in earnings	2,752,664	2,715,047
Balance at March 31, 2011	$ 3,650,505	$ 5,330,751

Total derivative liabilities at March 31, 2011 amounted to $8,981,256.

Cash and cash equivalents include money market securities that are considered to be highly liquid and easily tradable as of March 31, 2011 and December 31, 2010. These securities are valued using inputs observable in active markets for identical securities and are therefore classified as Level 1 within our fair value hierarchy.

The carrying amounts reported in the balance sheet for cash, accounts payable and accrued expenses approximate their estimated fair market value based on the short-term maturity of these instruments. The carrying amount of the convertible debentures at March 31, 2011 and December 31, 2010, approximate their respective fair value based on the Company's incremental borrowing rate.

The Company did not identify any other non-recurring assets and liabilities that are required to be presented on the consolidated balance sheets at fair value in accordance with the relevant accounting standards.

Prepaid Expenses

Prepaid expenses of $64,175 and $85,542 at March 31, 2011 and December 31, 2010, respectively, include prepayments of insurance, public relation services and other administrative expenses which are being amortized over the terms of the agreements.

Impairment of Long-Lived Assets

Long-Lived Assets of the Company are reviewed for impairment whenever events or circumstances indicate that the carrying amount of assets may not be recoverable, pursuant to guidance established in ASC 360-10-35-15, *"Impairment or Disposal of Long-Lived Assets"* . The Company recognizes an impairment loss when the sum of expected undiscounted future cash flows is less than the carrying amount of the asset. The amount of impairment is measured as the difference between the asset's estimated fair value and its book value. The Company did not consider it necessary to record any impairment charges during the three months ended March 31, 2011 and 2010.

NOTE 1 – BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Stock Based Compensation

In December 2004, the Financial Accounting Standards Board, or FASB, issued FASB ASC Topic 718: Compensation – Stock Compensation ("ASC 718"). Under ASC 718, companies are required to measure the compensation costs of share-based compensation arrangements based on the grant-date fair value and recognize the costs in the financial statements over the period during which employees are required to provide services. Share-based compensation arrangements include stock options, restricted share plans, performance-based awards, share appreciation rights and employee share purchase plans. Companies may elect to apply this statement either prospectively, or on a modified version of retrospective application under which financial statements for prior periods are adjusted on a basis consistent with the pro forma disclosures required for those periods under ASC 718. Upon adoption of ASC 718, the Company elected to value employee stock options using the Black-Scholes option valuation method that uses assumptions that relate to the expected volatility of the Company's common stock, the expected dividend yield of our stock, the expected life of the options and the risk free interest rate. Such compensation amounts, if any, are amortized over the respective vesting periods or period of service of the option grant. For the three months ended March 31, 2011 and 2010, the Company did not grant any stock options.

Subsequent Events

For purposes of determining whether a post-balance sheet event should be evaluated to determine whether it has an effect on the financial statements for the three months ended March 31, 2011, subsequent events were evaluated by the Company as of the date on which the consolidated financial statements for the three months ended March 31, 2011, were available to be issued.

Related Parties

Parties are considered to be related to the Company if the parties that, directly or indirectly, through one or more intermediaries, control, are controlled by, or are under common control with the Company. Related parties also include principal owners of the Company, its management, members of the immediate families of principal owners of the Company and its management and other parties with which the Company may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests. The Company discloses all related party transactions. All transactions shall be recorded at fair value of the goods or services exchanged.

Net Loss per Common Share

Net loss per common share is calculated in accordance with ASC Topic 260: Earnings Per Share ("ASC 260"). Basic loss per share is computed by dividing net loss by the weighted average number of shares of common stock outstanding during the period. The computation of diluted net earnings per share does not include dilutive common stock equivalents in the weighted average shares outstanding as they would be anti-dilutive. At March 31, 2011, the Company has 36,000,000 outstanding warrants and 26,100,000 shares equivalent issuable pursuant to embedded conversion features. The outstanding warrants and shares equivalent issuable pursuant to embedded conversion features amounted to 16,000,000 at March 31, 2010.

Recent Accounting Pronouncements

In January 2010, the FASB issued Accounting Standards Update ("ASU") No. 2010-06, "Improving Disclosures about Fair Value Measurements" an amendment to ASC Topic 820, "Fair Value Measurements and Disclosures." This amendment requires an entity to: (i) disclose separately the amounts of significant transfers in and out of Level 1 and Level 2 fair value measurements and describe the reasons for the transfers and (ii) present separate information for Level 3 activity pertaining to gross purchases, sales, issuances, and settlements. ASU No. 2010-06 is effective for the Company for interim and annual reporting beginning after December 15, 2009, with one new disclosure effective after December 15, 2010. The adoption of ASU No. 2010-06 did not have a material impact on the results of operations and financial condition.

NOTE 1 – BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

In February 2010, the FASB issued an amendment to the accounting standards related to the accounting for, and disclosure of, subsequent events in an entity's consolidated financial statements. This standard amends the authoritative guidance for subsequent events that was previously issued and among other things exempts Securities and Exchange Commission registrants from the requirement to disclose the date through which it has evaluated subsequent events for either original or restated financial statements. This standard does not apply to subsequent events or transactions that are within the scope of other applicable GAAP that provides different guidance on the accounting treatment for subsequent events or transactions. The adoption of this standard did not have a material impact on the Company's consolidated financial statements.

In July 2010, the FASB issued ASU No. 2010-20, *Receivables (Topic 310): Disclosures about the Credit Quality of Financing Receivables and the Allowance for Credit Losses*. ASU 2010-20 requires additional disclosures about the credit quality of a company's loans and the allowance for loan losses held against those loans. Companies will need to disaggregate new and existing disclosures based on how it develops its allowance for loan losses and how it manages credit exposures. Additional disclosure is also required about the credit quality indicators of loans by class at the end of the reporting period, the aging of past due loans, information about troubled debt restructurings, and significant purchases and sales of loans during the reporting period by class. The new guidance is effective for interim- and annual periods beginning after December 15, 2010. The Company anticipates that adoption of these additional disclosures will not have a material effect on its financial position or results of operations.

Other accounting standards that have been issued or proposed by FASB that do not require adoption until a future date are not expected to have a material impact on the consolidated financial statements upon adoption.

NOTE 2 – GOING CONCERN CONSIDERATIONS

The accompanying consolidated financial statements are prepared assuming the Company will continue as a going concern. At March 31, 2011, the Company had an accumulated deficit of approximately $42 million, and a working capital deficiency of $9,347,030. Additionally, for the three months ended March 31, 2011, the Company incurred net losses of $5,879,950 and had negative cash flows from operations in the amount of $89,543. The ability of the Company to continue as a going concern is dependent upon obtaining additional capital and financing. Management intends to attempt to raise additional funds by way of a public or private offering. While the Company believes in the viability of its strategy to raise additional funds, there can be no assurances to that effect.

NOTE 3 – DERIVATIVE LIABILITIES

In June 2008, a FASB approved guidance related to the determination of whether a freestanding equity-linked instrument should be classified as equity or debt under the provisions of FASB ASC Topic No. 815-40, *Derivatives and Hedging – Contracts in an Entity's Own Stock* . The adoption of this requirement will affect accounting for convertible instruments and warrants with provisions that protect holders from declines in the stock price ("down-round" provisions). Warrants with such provisions will no longer be recorded in equity and would have to be reclassified to a liability. The Issue is effective for financial statements issued for fiscal years beginning after December 15, 2008, and interim periods within those fiscal years. Earlier application by an entity that has previously adopted an alternative accounting policy is not permitted.

Instruments with down-round protection are not considered indexed to a company's own stock under ASC Topic 815, because neither the occurrence of a sale of common stock by the company at market nor the issuance of another equity-linked instrument with a lower strike price is an input to the fair value of a fixed-for-fixed option on equity shares.

ASC Topic 815 guidance is to be applied to outstanding instruments as of the beginning of the fiscal year in which the Issue is applied. The cumulative effect of the change in accounting principle shall be recognized as an adjustment to the opening balance of retained earnings (or other appropriate components of equity) for that fiscal year, presented separately. If an instrument is classified as debt, it is valued at fair value, and this value is re-measured on an ongoing basis, with changes recorded on the statement of operations in each reporting period. The Company did not have outstanding instruments with down-round provisions as of the beginning of fiscal 2009 thus no adjustment will be made to the opening balance of retained earnings.

NOTE 3 – DERIVATIVE LIABILITIES (continued)

In connection with the issuance of the 6% Senior Convertible Debentures, the Company has determined that the terms of the convertible debenture include a down-round provision under which the conversion price could be affected by future equity offerings undertaken by the Company until the 18 month anniversary of such convertible debenture. Accordingly, the convertible instrument is accounted for as a liability at the date of issuance and adjusted to fair value through earnings at each reporting date. The Company has recognized a derivative liability of $8,981,256 and $6,708,815 at March 31, 2011 and December 31, 2010, respectively. The loss resulting from the increase in fair value of this convertible instrument was $5,467,711 for the three months ended March 31, 2011. Derivative liability expense and the gain resulting from the decrease in fair value of this convertible instrument was $950,166 and $380,842 for the three months ended March 31, 2010. During the three months ended March 31, 2011, the Company reclassified $3,195,270 of the derivative liability to paid-in capital due to the payment of convertible debentures and the exercise of certain stock warrants in connection therewith.

The Company used the following assumptions for determining the fair value of the convertible instruments granted under the Black-Scholes option pricing model:

	March 31, 2011
Expected volatility	207% - 253%
Expected term	0.85- 4 Years
Risk-free interest rate	0.30%- 1.29%
Expected dividend yield	0%

NOTE 4 – CONVERTIBLE DEBENTURES

On December 17, 2009, to obtain funding for working capital, the Company entered into securities purchase agreement with an accredited investor pursuant to which the Company agreed to issue its 6% Senior Convertible Debentures for an aggregate purchase price of $75,000. The Debenture bears interest at 6% per annum and matures twenty-four months from the date of issuance. The Debenture will be convertible at the option of the holder at any time into shares of common stock, at an initial conversion price equal to the lesser of (i) $0.05 per share or (ii) until the eighteen (18) month anniversary of the Debenture, the lowest price paid per share or the lowest conversion price per share in a subsequent sale of the Company's equity and/or convertible debt securities paid by investors after the date of the Debenture. On February 4, 2010, the Company amended the terms of this agreement (see note below).

On February 4, 2010 the Company entered into securities purchase agreement with an accredited investor pursuant to which the Company agreed to issue $200,000 of its 6% convertible debentures for an aggregate purchase price of $200,000. The Debenture bears interest at 6% per annum and matures twenty-four months from the date of issuance. The Debenture is convertible at the option of the holder at any time into shares of common stock, at an initial conversion price equal to the lesser of (i) $0.05 per share or (ii) until the eighteen (18) month anniversary of the Debenture, the lowest price paid per share or the lowest conversion price per share in a subsequent sale of the Company's equity and/or convertible debt securities paid by investors after the date of the Debenture. In connection with the Agreement, the Investor received a warrant to purchase 4,000,000 shares of the Company's common stock. The Warrant is exercisable for a period of five years from the date of issuance at an initial exercise price of $0.05, subject to adjustment in certain circumstances. The Investor may exercise the Warrant on a cashless basis if the Fair Market Value (as defined in the Warrant) of one share of common stock is greater than the Initial Exercise Price. In accordance with ASC 470-20-25, the convertible debentures were considered to have an embedded beneficial conversion feature because the effective conversion price was less than the fair value of the Company's common stock. These convertible debentures were fully convertible at the issuance date thus the value of the beneficial conversion and the warrants were treated as a discount on the 6% Senior Convertible debentures and were valued at $200,000 to be amortized over the debenture term. The fair value of this warrant was estimated on the date of grant using the Black-Scholes option-pricing model using the following weighted-average assumptions: expected dividend yield of 0%; expected volatility of 219%; risk-free interest rate of 2.29% and an expected holding period of five years. The Company paid a legal fee of $12,500 in connection with this debenture. Accordingly, the Company recorded debt issuance cost of $12,500 which will be amortized over the term of the debenture. As of March 31, 2011, amortization of debt issuance cost amounted to $5,731 and is included in interest expense. As a result of the Merger with EClips Media on March 16, 2010, the new conversion price of this debenture is equivalent to $0.025 and the warrants increased to 8,000,000 shares of the Company's common stock.

NOTE 4 – CONVERTIBLE DEBENTURES (continued)

On February 4, 2010, the Company amended the 6% Senior Convertible Debentures agreement dated December 17, 2009 with a principal amount of $75,000. Pursuant to the terms of the original agreement, the investor was granted the right to receive the benefit of any more favorable terms or provisions provided to subsequent investors for a period of 18 months following the closing of the transaction. As a result of the issuance of the $200,000 note payable above, the investor was issued a Debenture in the aggregate principal amount of $75,000 and received a warrant to purchase 1,500,000 shares of the Company's common stock on the same terms and conditions as previously described. The original Debenture was cancelled. These warrants were treated as an additional discount on the 6% Senior Convertible debentures amounting to $7,610 to be amortized over the debenture term. The fair value of this warrant was estimated on the date of grant using the Black-Scholes option-pricing model using the following weighted-average assumptions: expected dividend yield of 0%; expected volatility of 219%; risk-free interest rate of 2.29% and an expected holding period of five years. As a result of the Merger with EClips Media on March 16, 2010, the new conversion price of this debenture was equivalent to $0.025 and the warrants increased to 3,000,000 shares of the Company's common stock. During 2010, in a private equity transaction, a shareholder of the Company transferred 3,000,000 shares of the Company's common stock he owned to the holder of this Senior Convertible Debentures amounting to $75,000. As a result of this private equity transaction and pursuant to a release notice agreement, the Company was released from this Senior Convertible Debentures. During fiscal 2010, the Company cancelled such debenture and recognized capital contribution of $75,000 to additional paid in capital.

Between March 2010 and June 2010, the Company entered into securities purchase agreements with accredited investors pursuant to which the Company agreed to issue an aggregate of $750,000 of its 6% Senior Convertible Debentures with the same terms and conditions of the debentures issued on February 4, 2010. In connection with the Agreement, the Investors received warrants to purchase 30,000,000 shares of the Company's common stock. The Warrants are exercisable for a period of five years from the date of issuance at an initial exercise price of $0.025, subject to adjustment in certain circumstances. In accordance with ASC 470-20-25, the convertible debentures were considered to have an embedded beneficial conversion feature because the effective conversion price was less than the fair value of the Company's common stock. These convertible debentures were fully convertible at the issuance date thus the value of the beneficial conversion and the warrants were treated as a discount on the 6% Senior Convertible debentures and were valued at $750,000 to be amortized over the debenture term. The fair value of this warrant was estimated on the date of grant using the Black-Scholes option-pricing model using the following weighted-average assumptions: expected dividend yield of 0%; expected volatility of 211%; risk-free interest rate of 2.43% and an expected holding period of five years.

In January 2011, two note holders (the "Assignors") of the Company's 6% convertible debentures entered into an Assignment agreement with an unrelated party (the "Assignee") whereby the Assignors assigned a total principal amount of $250,000 of the convertible debentures (the "Assigned Debenture") and 5,000,000 warrants (the "Assigned Warrants") (the Assigned Debenture and the Assigned Warrants collectively, the "Assigned Securities"). The Assignee purchased the Assigned Securities for $300,000. Contemporaneously with the closing of this agreement, the Assignee converted the Assigned Debenture into shares of the Company's common stock and exercised the Assigned Warrants for total net proceeds of $125,000 to the Company. The Company issued 10,000,000 shares in connection with the conversion of the Assigned Debenture and 5,000,000 shares in connection with the exercise of the Assigned Warrants. The fair value of such shares issued amounted to $0.025 per share.

Between January 2011 and March 2011, BIG has paid approximately $47,500 in connection with the spinoff agreement entered into during fiscal 2010 and such amount reduced the principal balance of the outstanding convertible debentures held by the Company's debenture holders and recognized capital contribution of $47,500 to additional paid in capital.

At March 31, 2011 and December 31, 2010, convertible debentures – current portion consisted of the following:

	March 31, 2011	December 31, 2010
Convertible debentures – current portion	$ 277,500	$ —
Less: debt discount	(84,583)	—
Long-term convertible debentures – net	$ 192,917	$ —

NOTE 4 – CONVERTIBLE DEBENTURES (continued)

At March 31, 2011 and December 31, 2010, convertible debentures – long term portion consisted of the following:

	March 31, 2011	December 31, 2010
Convertible debentures – long term portion	$ 375,000	$ 950,000
Less: debt discount	(259,271)	(632,708)
Long-term convertible debentures – net	$ 115,729	$ 317,292

Total amortization of debt discounts for the convertible debentures amounted to $288,854 and $26,042 for the three months ended March 31, 2011 and 2010, respectively, and is included in interest expense. Accrued interest as of March 31, 2011and December 31, 2010 amounted to $49,330 and $42,916 respectively.

In accordance with ASC Topic 815 “Derivatives and Hedging”, these convertible debentures include a down-round provision under which the conversion price could be affected by future equity offerings (see Note 4). Instruments with down-round protection are not considered indexed to a company's own stock under ASC Topic 815, because neither the occurrence of a sale of common stock by the company at market nor the issuance of another equity-linked instrument with a lower strike price is an input to the fair value of a fixed-for-fixed option on equity shares.

NOTE 5 - STOCKHOLDERS’ DEFICIT

Capital Structure

On March 16, 2010, the Company had filed the Definitive Schedule 14C with the SEC notifying its stockholders that on March 2, 2010, a majority of the voting capital stock of the Company took action in lieu of a special meeting of stockholders authorizing the Company to enter into the Merger Agreement with its then newly-formed wholly-owned subsidiary, EClips Media Technologies, Inc., a Delaware corporation for the purpose of changing the state of incorporation of the Company to Delaware from Florida. Pursuant to the Merger Agreement, the Company had merged with and into EClips Media with EClips Media continuing as the surviving corporation on April 12, 2010.

On the effective date of the Merger, (i) each issued and outstanding share of Common Stock of the Company had been converted into two (2) shares of EClips Media Common Stock, (ii) each issued and outstanding share of Series D Preferred Stock of the Company had been converted into two (2) shares of EClips Media Series A Preferred Stock and (iii) the outstanding share of EClips Media Common Stock held by the Company shall be retired and canceled and shall resume the status of authorized and unissued EClips Media Common Stock. All shares and per share values were retroactively stated at the effective date of merger. Except as otherwise noted, amounts set forth as of March 31, 2011 reflects the effect of the merger.

The authorized capital of the Company consists of 750,000,000 shares of common stock, par value $0.0001 per share and 10,000,000 shares of preferred stock, par value $0.0001 per share of which 3,000,000 shares have been designated as series A Preferred Stock.

Common Stock

In January 2011, the Company issued 219,863 shares in connection with the payment of accrued directors’ fee of $10,000. The Company valued these common shares at the fair market value on the date of grants at approximately $0.045 per share or $10,000.

In January 2011, two note holders (the “Assignors”) of the Company’s 6% convertible debentures entered into an Assignment agreement with an unrelated party (the “Assignee”) whereby the Assignors assigned a total principal amount of $250,000 of the convertible debentures (the “Assigned Debenture”) and 5,000,000 warrants (the “Assigned Warrants”)(the Assigned Debenture and the Assigned Warrants collectively, the ”Assigned Securities”). The Assignee purchased the Assigned Securities for $300,000. Contemporaneously with the closing of this agreement, the Assignee converted the Assigned Debenture into shares of the Company’s common stock and exercised the Assigned Warrants for total net proceeds of $125,000 to the Company. The Company issued 10,000,000 shares in connection with the conversion of the Assigned Debenture and 5,000,000 shares in connection with the exercise of the Assigned Warrants. The fair value of such shares issued amounted to $0.025 per share.

NOTE 5 - STOCKHOLDERS' DEFICIT (continued)

Stock Warrants

A summary of the status of the Company's outstanding stock warrants as of March 31, 2011 and changes during the period then ended is as follows:

	Number of Warrants	Weighted Average Exercise Price
Balance at December 31, 2010	41,000,000	$ 0.025
Granted	-	-
Exercised	(5,000,000)	0.025
Balance at March 31, 2011	36,000,000	$ 0.025
Warrants exercisable at end of period	36,000,000	$ 0.025
Weighted average fair value of warrants granted during the period		$ -

The following table summarizes the Company's stock warrants outstanding at March 31, 2011:

Warrants Outstanding				Warrants Exercisable	
Range of Exercise Price	Number Outstanding at March 31, 2011	Weighted Average Remaining Contractual Life	Weighted Average Exercise Price	Number Exercisable at March 31, 2011	Weighted Average Exercise Price
$ 0.025	36,000,000	4.06 Years	$ 0.025	36,000,000	$ 0.025
	36,000,000		$ 0.025	36,000,000	$ 0.025

NOTE 6 – COMMITMENTS

Settlement Agreement

In March 2011, the Company entered into a Settlement and Release Agreement (the "Agreement") with an unrelated party whereby the Company settled the amounts due to the unrelated party for past legal services provided amounting to approximately $15,000 and certain lease payments in connection with the Company's previous headquarters in Florida amounting to approximately $28,000 which amounts were included in the liabilities of discontinued operations in the accompanying consolidated balance sheet as of December 31, 2010. Pursuant to this agreement, the Company shall pay $15,000 to release the Company from further obligation including the termination of the lease in Florida. Accordingly, the Company recorded a gain from settlement of debt of $28,244 during the three months ended March 31, 2011.

NOTE 7 – SUBSEQUENT EVENTS

Effective April 25, 2011, the Company changed its name to "Silver Horn Mining Ltd." from "EClips Media Technologies, Inc.". The name change was effected pursuant to Section 253 of the Delaware General Corporation Law by merging a newly-formed, wholly owned subsidiary of the Company with and into the Company, with the Company as the surviving corporation in the merger.

NOTE 7 – SUBSEQUENT EVENTS (continued)

On May 2, 2011, the Board of Directors appointed Daniel Bleak as Chairman and Chief Executive Officer. On May 2, 2011 the Company issued to Daniel Bleak 10 million shares of the Company's common stock and a five year option to purchase 30 million shares of Common Stock. The option may be exercised for cash or shares of Common Stock at an exercise price of $0.05 per share. The Option is exercisable as to 1/3 of the number of shares granted on each of the first, second and third anniversaries of the date of grant, provided Mr. Bleak continues to serve the Company as a director on such dates. The option was issued in connection with the appointment of Mr. Bleak as the Chairman and Chief Executive of the Company and the transfer and conveyance of certain silver mining claims owned by Can-Am Gold Corp. whereby its President and sole director is Mr. Bleak. Upon effectiveness of Mr. Bleak's appointment, the Company intends to focus its efforts on mining and resources, principally silver exploration and production. Upon the acceptance of the appointment to the positions of Chairman and Chief Executive Officer by Mr. Bleak, Glenn Kesner resigned from all of his positions with the Company including Chairman, member of the Board of Directors, Chief Executive Officer, President and Principal Accounting Officer.

In April, 2011, the Company paid $10 to Can-Am Gold Corp. as consideration for the conveyance and transfer of certain rights, title and interest in 36 unpatented lode mining claims located in Yavapai County, Arizona.

In April 2011, BIG paid $15,833 in connection with the spinoff agreement and such amount reduces the principal balance of the outstanding convertible debentures held by certain of the Company's debenture holders.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

We are paying all of the selling stockholders' expenses related to this offering, except that the selling stockholders will pay any applicable underwriting discounts and commissions. The fees and expenses payable by us in connection with this Registration Statement are estimated as follows:

SEC Registration Fee	$ 1,741.73
Accounting Fees and Expenses	1,000
Legal Fees and Expenses	10,000
Miscellaneous Fees and Expenses	0
Total	$ 12,741.73

Item 14. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses including attorneys' fees, judgments, fines and amounts paid in settlement in connection with various actions, suits or proceedings, whether civil, criminal, administrative or investigative other than an action by or in the right of the corporation, a derivative action, if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, if they had no reasonable cause to believe their conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification only extends to expenses including attorneys' fees incurred in connection with the defense or settlement of such actions, and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. The statute provides that it is not exclusive of other indemnification that may be granted by a corporation's certificate of incorporation, bylaws, agreement, a vote of stockholders or disinterested directors or otherwise.

Our Certificate of Incorporation and By-Laws provide that we will indemnify and hold harmless, to the fullest extent permitted by Section 145 of the Delaware General Corporation Law, as amended from time to time, each person that such section grants us the power to indemnify.

The Delaware General Corporation Law permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability for:

- any breach of the director's duty of loyalty to the corporation or its stockholders;
- acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- payments of unlawful dividends or unlawful stock repurchases or redemptions; or
- any transaction from which the director derived an improper personal benefit.

Our Certificate of Incorporation and By-Laws provide that, to the fullest extent permitted by applicable law, none of our directors will be personally liable to us or our stockholders for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of this provision will be prospective only and will not adversely affect any limitation, right or protection of a director of our company existing at the time of such repeal or modification.

Item 15. Recent Sales of Unregistered Securities.

Throughout 2008, we sold 588,354 shares of our common stock for an aggregate purchase price of $6,960,534 to investors who are not U.S. persons (as defined in Rule 902 of Regulation S promulgated under the Securities Act).

On September 15, 2009, we issued 100,000,000 shares of our common stock to a former employee in exchange for forgiveness of $50,000 due to the employee in accrued salary.

On February 13, 2009, we sold 1,500,000 shares of Series D Preferred Stock for an aggregate purchase price of $8,256.50. Effective April 21, 2010, each outstanding share of Series D Preferred Stock was converted into two shares of Series A Preferred Stock.

On February 4, 2010 we issued 2,200,000 shares of our common stock to Mr. Croxton, our former Chief Executive Officer and director, in connection with a securities purchase agreement among us, Mr. Croxton and certain investors and as consideration for the cancellation of his employment agreement with us.

On February 4, 2010 we issued an aggregate of 22,000,000 shares to four persons for services rendered. Of the shares issued, 10,000,000 shares of common stock were issued pursuant to a consulting agreement with Colonial Ventures, LLC, an affiliate of Mr. Cohen, our Chairman and Chief Executive Officer. Half of these shares vested immediately upon issue and the remaining shares were to vest on the one year anniversary of the agreement. The agreement was terminated effective December 31, 2010 and the 5,000,000 unvested shares issued pursuant to the agreement were cancelled effective December 13, 2010.

Between December 2009 and June 2010 we entered into various securities purchase agreements with accredited investors pursuant to which we agreed to issue an aggregate of $1,025,000 of our 6% convertible debentures for an aggregate purchase price of $1,025,000. The debentures bear interest at 6% per annum and mature two years from the dates of issuance. The debentures are convertible at the option of the holder at any time into shares of common stock, at a conversion price equal to the lesser of (i) $0.025 per share or (ii) until the 18 month anniversary of the debenture, the lowest price paid per share or the lowest conversion price per share in a subsequent sale of our equity and/or convertible debt securities paid by investors after the date of the debenture. In connection with the agreements, the investors received warrants to purchase an aggregate of 41,000,000 shares of our common stock. The warrants are exercisable for a period of five years from the date of issuance at an exercise price of $0.025, subject to adjustment in certain circumstances. Warrant holders may exercise the warrant on a cashless basis if the fair market value (as defined in the warrant) of one share of common stock is greater than the initial exercise price. The convertible debentures and warrants contain language providing that they can only be converted or exercised to the extent that upon conversion or exercise the holder, together with its affiliates, would own a maximum of (i) 4.99% of our outstanding shares of common stock or (ii) 9.99% of our outstanding shares of common stock.

On April 21, 2010, we issued 24,000,000 shares of common stock to two persons as compensation for services rendered to us.

On June 21, 2010, as consideration for our acquisition of all of the business and assets of Brand Interaction Group, LLC, we issued Brand Interaction Group, LLC 20,000,000 shares of our common stock. In connection with the acquisition, we appointed Mr. Simon, the managing member of Brand Interaction Group, LLC, as our Chief Executive Officer and issued him 10,000,000 shares of common stock pursuant to an employment agreement. On December 7, 2010, we canceled the 30,000,000 shares of common stock previously issued to Brand Interaction Group, LLC and Mr. Simon.

In the fall of 2010, we decided to discontinue the operations of SD Acquisition Corp. because of the disappointing performance and negative results of its most recent fantasy league event in August 2010. Mr. Simon resigned as our Chief Executive Officer on November 15, 2010 and on December 7, 2010, we entered into a spinoff agreement with BIG, Mr. Simon, SD Acquisition Corp. and certain holders of our outstanding convertible debentures pursuant to which we agreed to spinoff SD Acquisition Corp. to BIG and Mr. Simon and cancel the 30,000,000 shares of common stock previously issued to BIG and Mr. Simon. Upon the execution of the spinoff, we were released from any obligations and agreements incurred by Mr. Simon on behalf of SD Acquisition Corp. As set forth in the spinoff agreement, BIG was obligated to make direct payments of an aggregate of $95,000 to certain holders of our convertible debentures in order to retire or reduce, on a dollar for dollar basis, amounts due and payable by us to such holders. In connection with the foregoing, BIG issued a $95,000 promissory note to these holders. The note was payable in six equal monthly installments of $15,833, with the first payment due on January 21, 2011. On June 20, 2011, BIG fully paid the entire amount of the $95,000 promissory note, reducing the principal balance of our convertible debentures issued to these holders by $95,000.

On July 14, 2010 we issued 1,500,000 shares of our common stock to an investor for a purchase price of $0.05 per share and an aggregate purchase price of $75,000.

On January 10, 2011, we issued 219,863 shares of common stock to Mr. Kesner, our former Chairman and Chief Executive Officer, at prices ranging from $0.03 to $0.095 per share, as partial compensation for his services as our director for the year ending December 31, 2010.

On January 25, 2011, we issued 10,000,000 shares of common stock pursuant to the conversion of certain of our outstanding convertible debentures and 5,000,000 shares of common stock pursuant to the exercise of certain of our outstanding warrants. The conversion price of the debentures and the exercise price of the warrants was $0.025 per share. We received $125,000 upon exercise of the warrants.

On May 2, 2011, we issued to Mr. Bleak, our Chief Executive Officer, Chief Financial Officer and Chairman, 10 million shares of common stock and a five year option to purchase 30 million shares of common stock. The option may be exercised for cash or shares of common stock at an exercise price of $0.05 per share and is exercisable as to 1/3 of the number of shares granted on each of the first, second and third anniversaries of the date of grant, provided Mr. Bleak continues to serve as our director on such dates.

On May 23, 2011, we entered into subscription agreements with 23 investors whereby we sold an aggregate of 11,000,000 shares of our common stock at a purchase price of $0.05 per share and an aggregate purchase price of $550,000. We agreed to register 5,500,000 of the shares purchased by these investors in this registration statement.

On July 13, 2011, we issued 5,000,000 shares of common stock pursuant to the conversion of certain of our outstanding convertible debentures. The conversion price of the debentures was $0.025 per share. We did not receive any proceeds from the conversion of these debentures.

The above transactions did not involve any underwriters, underwriting discounts or commissions, or any public offering. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933 by virtue of Section 4(2) thereof, as a transaction by an issuer not involving a public offering. All share amounts are adjusted for our 1:150 reverse split effective August 25, 2009 and our 2:1 forward split effective April 21, 2010.

Item 16. Exhibits and Financial Statement Schedules.

Exhibit No.	Description
2.1	Agreement and Plan of Merger dated March 2, 2010 (Incorporated by reference to Exhibit 2.1 to the Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on May 17, 2010)
2.2	Articles of Merger filed with the Florida Department of State on April 21, 2010 (Incorporated by reference to Exhibit 2.2 to the Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 30, 2011)
2.3	Articles of Merger filed with the Delaware Department of State on April 21, 2010 (Incorporated by reference to Exhibit 2.3 to the Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 30, 2011)
2.4	Certificate of Ownership and Merger filed with the Delaware Department of State on April 25, 2011 (Incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on April 29, 2011)
3.1	Certificate of Incorporation (Incorporated by reference to Exhibit 3.1 to the Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on May 17, 2010)
3.2	Bylaws (Incorporated by reference to Exhibit 3.2 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on April 29, 2011)
3.3	Series A Preferred Stock Certificate of Designation (Incorporated by reference to Exhibit 3.3 to the Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on May 17, 2010)
4.1	Form of Convertible Debenture issued December 17, 2009 (Incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on February 3, 2010)
4.2	Form of Convertible Debenture issued February 4, 2010 (Incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on February 16, 2010)
4.3	Form of Common Stock Purchase Warrant issued February 4, 2010 (Incorporated by reference to Exhibit 4.2 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on February 16, 2010)
4.4	Form of Convertible Debenture issued April 21, 2010 (Incorporated by reference to Exhibit 4.1 to the Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on May 17, 2010)
4.5	Form of Common Stock Purchase Warrant issued April 21, 2010 (Incorporated by reference to Exhibit 4.2 to the Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on May 17, 2010)
4.6	Form of Convertible Debenture issued May 22, 2010 through June 11, 2010 (Incorporated by reference to Exhibit 10.9 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on June 24, 2010)
4.7	Form of Common Stock Purchase Warrant issued May 22, 2010 through June 11 (Incorporated by reference to Exhibit 10.10 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on June 24, 2010)
5.1	Opinion of Sichenzia Ross Friedman Ference LLP **
10.1	Lease Agreement dated August 11, 2009 (Incorporated by reference to Exhibit 10.1 to the Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 30, 2011)
10.2	Stock Purchase Agreement dated December 22, 2009 (Incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on February 3, 2010)
10.3	Option Agreement dated December 22, 2009 (Incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on February 3, 2010)
10.4	Release dated December 22, 2009 (Incorporated by reference to Exhibit 99.3 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on February 3, 2010)+
10.5	Securities Purchase Agreement dated December 17, 2009 (Incorporated by reference to Exhibit 99.4 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on February 3, 2010)
10.6	Form of Securities Purchase Agreement (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on February 16, 2010)
10.7	Consulting Agreement dated February 4, 2010 (Incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on February 16, 2010)+

10.8	Demand Promissory Note dated February 5, 2010 (Incorporated by reference to Exhibit 10.4 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on June 24, 2010)
10.9	Security Agreement dated February 5, 2010 (Incorporated by reference to Exhibit 10.5 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on June 24, 2010)
10.10	Peaceful Procession Letter Agreement dated February 6, 2010 (Incorporated by reference to Exhibit 10.6 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on June 24, 2010)
10.11	Assignment Agreement dated June 9, 2010 (Incorporated by reference to Exhibit 10.7 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on June 24, 2010)
10.12	Consulting Agreement dated June 24, 2010 (Incorporated by reference to Exhibit 10.8 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on June 24, 2010)
10.13	Asset Purchase Agreement dated June 21, 2010 (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on June 24, 2010)
10.14	Employment Agreement dated June 21, 2010 (Incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on June 24, 2010) +
10.15	Lock-Up Agreement dated June 21, 2010 (Incorporated by reference to Exhibit 10.3 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on June 24, 2010)
10.16	Spinoff Agreement dated December 7, 2010 (Incorporated by reference to Exhibit 10.16 to the Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 30, 2011)
10.17	Amendment to Consulting Agreement dated December 13, 2010 (Incorporated by reference to Exhibit 10.17 to the Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 30, 2011)+
10.18	Termination Letter dated March 11, 2011 (Incorporated by reference to Exhibit 10.18 to the Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 30, 2011)+
10.19	Settlement and Release Agreement dated March 14, 2011 (Incorporated by reference to Exhibit 10.19 to the Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 30, 2011)
10.20	Quitclaim Deed dated April 26, 2011 (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on April 29, 2011)
10.21	Stock Option Agreement dated May 2, 2011 (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on May 3, 2011)
10.22	Form of Subscription Agreement (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on May 26, 2011)
10.23	Supplement to Subscription Agreement (Incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on May 26, 2011)
10.24	Commercial/Industrial Lease dated May 1, 2011*
10.25	Professional Services Agreement dated April 1, 2011 *+
10.26	Services and Employee Leasing Agreement dated June 1, 2011*+
21.1	List of Subsidiaries (Incorporated by reference to Exhibit 21.1 to the Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 30, 2011)
23.1	Consent of Randall N. Drake, CPA, PA*
23.2	Consent of Sichenzia Ross Friedman Ference LLP (included in Exhibit 5.1)**
24.1	Power of Attorney (included on signature page)

* Filed herewith.
** To be filed by amendment.
+ Management contract or compensatory plan or arrangement.

Item 17. Undertakings.

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of the securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered that remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability of the undersigned registrant under the Securities Act to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424 (§ 230.424 of this chapter);

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable.

In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

For the purpose of determining liability under the Securities Act to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A (§ 230.430A of this chapter), shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City Apache Junction, State of Arizona on July 22, 2011.

SILVER HORN MINING LTD.

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned officers and directors of Silver Horn Mining Ltd., a Delaware corporation that is filing a registration statement on Form S-1 with the Securities and Exchange Commission under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Daniel Bleak their true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to the registration statement, including a prospectus or an amended prospectus therein, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all interests and purposes as they might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

In accordance with the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Daniel Bleak Daniel Bleak	Chief Executive Officer, Chairman of the Board of Directors and Chief Financial Officer (Principal Executive Officer and Principal Accounting Officer)	July 22, 2011
/s/ John Eckersley John Eckersley	Director	July 22, 2011

EXHIBIT INDEX

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2.4	Certificate of Ownership and Merger filed with the Delaware Department of State on April 25, 2011 (Incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on April 29, 2011)
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3.2	Bylaws (Incorporated by reference to Exhibit 3.2 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on April 29, 2011)
3.3	Series A Preferred Stock Certificate of Designation (Incorporated by reference to Exhibit 3.3 to the Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on May 17, 2010)
4.1	Form of Convertible Debenture issued December 17, 2009 (Incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on February 3, 2010)
4.2	Form of Convertible Debenture issued February 4, 2010 (Incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on February 16, 2010)
4.3	Form of Common Stock Purchase Warrant issued February 4, 2010 (Incorporated by reference to Exhibit 4.2 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on February 16, 2010)
4.4	Form of Convertible Debenture issued April 21, 2010 (Incorporated by reference to Exhibit 4.1 to the Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on May 17, 2010)
4.5	Form of Common Stock Purchase Warrant issued April 21, 2010 (Incorporated by reference to Exhibit 4.2 to the Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on May 17, 2010)
4.6	Form of Convertible Debenture issued May 22, 2010 through June 11, 2010 (Incorporated by reference to Exhibit 10.9 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on June 24, 2010)
4.7	Form of Common Stock Purchase Warrant issued May 22, 2010 through June 11 (Incorporated by reference to Exhibit 10.10 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on June 24, 2010)
5.1	Opinion of Sichenzia Ross Friedman Ference LLP **
10.1	Lease Agreement dated August 11, 2009 (Incorporated by reference to Exhibit 10.1 to the Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 30, 2011)
10.2	Stock Purchase Agreement dated December 22, 2009 (Incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on February 3, 2010)
10.3	Option Agreement dated December 22, 2009 (Incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on February 3, 2010)
10.4	Release dated December 22, 2009 (Incorporated by reference to Exhibit 99.3 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on February 3, 2010)+
10.5	Securities Purchase Agreement dated December 17, 2009 (Incorporated by reference to Exhibit 99.4 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on February 3, 2010)
10.6	Form of Securities Purchase Agreement (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on February 16, 2010)
10.7	Consulting Agreement dated February 4, 2010 (Incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on February 16, 2010)+
10.8	Demand Promissory Note dated February 5, 2010 (Incorporated by reference to Exhibit 10.4 to the Current Report on Form 8-

	K filed with the Securities and Exchange Commission on June 24, 2010)
10.9	Security Agreement dated February 5, 2010 (Incorporated by reference to Exhibit 10.5 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on June 24, 2010)
10.10	Peaceful Procession Letter Agreement dated February 6, 2010 (Incorporated by reference to Exhibit 10.6 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on June 24, 2010)
10.11	Assignment Agreement dated June 9, 2010 (Incorporated by reference to Exhibit 10.7 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on June 24, 2010)
10.12	Consulting Agreement dated June 24, 2010 (Incorporated by reference to Exhibit 10.8 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on June 24, 2010)
10.13	Asset Purchase Agreement dated June 21, 2010 (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on June 24, 2010)
10.14	Employment Agreement dated June 21, 2010 (Incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on June 24, 2010) +
10.15	Lock-Up Agreement dated June 21, 2010 (Incorporated by reference to Exhibit 10.3 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on June 24, 2010)
10.16	Spinoff Agreement dated December 7, 2010 (Incorporated by reference to Exhibit 10.16 to the Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 30, 2011)
10.17	Amendment to Consulting Agreement dated December 13, 2010 (Incorporated by reference to Exhibit 10.17 to the Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 30, 2011)+
10.18	Termination Letter dated March 11, 2011 (Incorporated by reference to Exhibit 10.18 to the Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 30, 2011)+
10.19	Settlement and Release Agreement dated March 14, 2011 (Incorporated by reference to Exhibit 10.19 to the Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 30, 2011)
10.20	Quitclaim Deed dated April 26, 2011 (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on April 29, 2011)
10.21	Stock Option Agreement dated May 2, 2011 (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on May 3, 2011)
10.22	Form of Subscription Agreement (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on May 26, 2011)
10.23	Supplement to Subscription Agreement (Incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on May 26, 2011)
10.24	Commercial/Industrial Lease dated May 1, 2011*
10.25	Professional Services Agreement dated April 1, 2011 *+
10.26	Services and Employee Leasing Agreement dated June 1, 2011*+
21.1	List of Subsidiaries (Incorporated by reference to Exhibit 21.1 to the Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 30, 2011)
23.1	Consent of Randall N. Drake, CPA, PA*
23.2	Consent of Sichenzia Ross Friedman Ference LLP (included in Exhibit 5.1)**
24.1	Power of Attorney (included on signature page)

* Filed herewith.
** To be filed by amendment.
+ Management contract or compensatory plan or arrangement.

Exhibit 10.24

COMMERCIAL/INDUSTRIAL LEASE

ARTICLE I: PARTIES.

This lease entered into on May 1st, 2011 by and between **Pinal Realty Investments**, (Landlord) and **Silver Horn Mining LTD**, (Tenant / Lease Guarantor).

ARTICLE II: PREMISES/TERM.

RECEIPT IS HEREBY ACKNOWLEDGED by **Pinal Realty Investments INC**. hereinafter called Management, from **Sliver Horn Mining LTD** hereinafter called Resident, the sum of **$1000** for the first month's rent, taxes, and CAM/ MGMT fees of the premises owned by said Management and located at **3266 W. Galveston #104**, **Apache Junction, AZ 85120** hereinafter called premises, said premises the Management hereby agrees to rent to said Resident on a month-to-month basis at a rental Total including rental taxes and CAM/MGMT of **$1000** per month, payable in advance on the 1st day of each and every Succeeding calendar month. In addition to Tenant's right to use and occupy the Premises as specified, Tenant shall have the non-exclusive right to use in common with others entitled to such use, the Common Areas. Landlord shall have the exclusive control and management of the Common Areas and may establish, modify, amend and enforce reasonable rules and regulations regarding said areas.
Outdoor storage of any kind is not allowed unless granted in writing by Landlord.
OK'd MF per Dan Bleak

ARTICLE III: AGREED USE OF PREMISES.

Agreed use to be a warehouse and distribution location for **Mining, Admisnistration, storage,** and for no other purpose, without Landlord's prior written consent. Tenant shall not use or permit the use of the Premises in any manner that is unlawful, creates damage, contamination, waste or a nuisance. Tenant (without Landlord or Landlord's agents assistance) has independently verified with all governmental entities and agencies that the premises to be leased meets all of the zoning use, building, and parking requirements to conduct Tenant's business.

Tenant shall obey all governmental laws/ordinances, Landlord's rules (if any), refrain from disturbing other Tenants and their licensees, hold Landlord and his Agents harmless from any claims arising from third party (ie) acts, disturbances, or negligence. Landlord shall not be liable to Tenant for any damages resulting from other's acts or omissions or from Landlord's acts or omissions in enforcing any provisions of this lease on the part of another Tenant against such Tenant whether or not the Landlord has notice of such incident. Tenant shall not permit any nuisance to exist, allow unusual sounds or odors to emanate from the leased Premises, or use Premises as a residence. Outdoor storage of vehicles, trailers, materials and or supplies will not be allowed without prior written consent of the Landlord.

ARTICLE IV: BASE RENT, DEPOSITS, RENEWALS, EXTENSIONS & LATE CHARGES.

Tenant agrees to guarantee all terms and condition of this lease and to pay Landlord as follows:
Base Rent: $725.00 (plus associated fees -see page 6. Taxes, CAM/MGMT of $275.00 total)
Security deposit:$ **0 Waived per Dan Bleak**
Other: Pro Rata share of Common Area Operating Expenses, Rental Tax, Property Tax and Management Fees. SEE ADDENDUM "A".

RENT PLUS RELATED CHARGES AND APPLICABLE RENTAL AND PROPERTY TAXES ARE DUE ON THE FIRST DAY OF EACH MONTH OF THE LEASE TERM. Base rent is subject to an annual increase of 3 1/2 percent. Rents or other charges not received by Landlord at the address designated in Article XIX by 5pm on the 5th day of the month are subject to a 10% late charge to be paid by Tenant to Landlord. The late fee will be strictly enforced. Tenant shall also pay to Landlord $35 for each NSF check. If more than one NSF check is received Landlord has the option of requiring rents to be paid by cashiers check or money order.

INITIALS

ARTICLE V: MANAGEMENT, COMMON AREA MAINTENANCE, OPERATING FEES & TAXES.

Tenant covenants and agrees to reimburse Landlord monthly, in addition to the monthly rents, Tenants pro rata share (based on Tenants square footage) of any assessments for rental and property taxes, maintenance and improvements of Common Area, parking lot cleaning and maintenance for the Entire Real Property of which the leased Premises are a part of, shall be included in the common area maintenance fee. Landlord shall be responsible to pay the annual real, property taxes and property insurance. The minimum management fee (6% of base rent) shall be a minimum amount paid by Tenant. The minimum management fee shall be in addition to the base rent and shall be charged regardless of whether all or part of the management is done solely by Landlord or if Landlord pays a third party. Management fees shall not increase by more than fifteen (15%) percent in any given year. Any increase in assessments are to be reconciled with annual statement of actual costs upon written request.

ARTICLE VI: SECURITY DEPOSIT.

The security deposit shall be refunded within thirty (30) days after lease has terminated, provided Tenant has fulfilled all conditions, terms and provisions of this lease. Said deposit may be used by Landlord if Tenant fails to pay rent or otherwise defaults under this lease, and or to compensate Landlord for any liability, expense, loss or damage which Landlord may suffer or incur by reason thereof. If Landlord uses or applies any or all of Security Deposit, Lessee shall, within 10 days of written notice, deposit monies with Landlord sufficient to restore Security Deposit to full amount required by this Lease. Should the Agreed Use be amended to accommodate a material change in the business use, Landlord shall have the right to increase the Security Deposit for any increased wear and tear the Premises may suffer as a result thereof. The security deposit paid by Tenant is Landlord's financial obligation not that of the agent herein. Tenant's sole claim for refund (if any) of said deposit shall be against Landlord's .

ARTICLE VII: SIGNS.

Tenant shall not place any signs, notices, or advertisements on the exterior of the leased Premises except as designated SIGNS in the attached **ADDENDUM "B" SIGN ADDENDUM** which outlines size, location and attachment to building. Tenant shall upon lease termination, leave all building signs in place, free of copy and in good condition. Tenant grants Landlord the right to place "For Lease" signs on the property within 90 days prior to lease termination.

ARTICLE VIII: REPAIRS AND MAINTENANCE.

Landlord shall maintain roof and exterior walls except in the instance of puncture or damage, to roof, walls, pavement or common area caused by Tenants and/or their employees, agents, customers, licensees and others, during the entire term of this Lease, or any extension. Tenant shall properly maintain and be responsible for all repairs and service any heating and/or cooling unit regardless of whether unit is supplied by Tenant or Landlord.

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INITIALS

Tenant shall properly maintain, and is responsible for all other repairs/replacements, including, but not limited to, plumbing, toilets, hot water heater (if any), sinks, electrical, lights, doors (including walk through) and roll up doors and their components, frames, locks, walls, ceiling insulation and floor coverings (if any). Any necessary plumbing repairs or maintenance caused by the type of business use such as, but not limited to, septic or drain lines being clogged with products or improper use associated to Tenants business or personal use, shall be the sole responsibility of the Tenant. Any damage to the Premises including exterior walls, roof, floors, doors and glass caused by attempted or actual forcible entry shall be repaired at Tenant's cost. Tenant shall pay for repairs due to its or its employees negligence. Any reference to damage and/or repair in this lease that is Tenant's responsibility, shall mean that the Tenant agrees to pay for any damage or repair that is not covered by Tenant's insurance policy.

Tenant agrees to surrender the Premises and all keys to Landlord on the last day of the lease term in good clean order, condition, and repair with normal wear and tear excepted. Tenant agrees to provide within 48 hours, Landlord/agent with a copy of any keys (for use in emergency/security purposes only) that are changed during the term of the lease.

ARTICLE IX: RIGHT OF INSPECTION/REPAIRS:

In the event Tenant fails to make repairs to the Premises after receiving 10 days written notice from Landlord, Landlord may then enter and make such repairs and Tenant agrees to pay for same (reimburse Landlord) within 30 days after receipt of statement, plus interest at 15 % per annum until paid. Landlord is authorized the right of interior inspection during reasonable hours or immediately if Landlord determines it is or may be an emergency and may make emergency repairs at Tenant's expense.

ARTICLE X: ALTERATIONS & IMPROVEMENTS.

No alterations shall be made or caused to be made by Tenant to the leased Premises without the Landlord's prior written consent, which consent shall not be unreasonably withheld. Tenant shall obtain all permits required by the city/county/state before starting work and shall supply Landlord with copies upon request. Any alterations or improvements to the demised Premises shall become the property of the Landlord at Landlord's option. This shall include, but not be limited to, installation of heating, cooling, carpet, cabinets, partitions and lighting. Landlord also reserves the right to have the Tenant remove its alterations/ improvements and restore the Premises at Tenant's expense. This shall also apply if Tenant has renewed its occupancy by this lease or a future lease or tenancy.

Any and all of Tenant's contractors and sub-contractors constructing any alterations, improvements, Additions or removal of fixtures, shall sign a "Contractor Hold Harmless Agreement" to be provided to Landlord prior to commencement of such work. Contractors or sub-contractor shall provide Landlord with a certificate of insurance with commercial general liability of not less than $1,000,000, combined single limit, naming Landlord, its members, managers and partners as additional insured's. All contractors shall be licensed, bonded and insured.

ARTICLE XI: TENANTS FIXTURES.

Personal property placed on the leased Premises by Tenant shall be removed at termination of this lease subject to the Landlords Lien granted herein. Any fixtures attached to the Premises which cannot be removed without damage to the Premises shall become the property of Landlord at Landlord's option. Personal property left in the leased Premises after the possession of the Premises has been returned to Landlord shall be disposed of in any manner Landlord deems best and at Tenant's expense

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INITIALS

ARTICLE XII: INJURY, DAMAGE & LIABILITY.

Landlord and its agents, employees and others shall not be liable for any personal injuries or for property damages sustained as a result of the condition of the roof, the property, and the leased Premises after Acceptance of lease, as long as it is not caused by the act's, omissions or negligence of the Landlord. This provision shall especially apply to any type of water damage. Lessee shall maintain, on the Premises, fire department approved fire extinguisher(s).

ARTICLE XIII: INSURANCE.

Tenant shall obtain and keep in force a Commercial General Liability Policy of Insurance protecting Tenant, Landlord and Landlord's Agent as Additional Insured's against claims of bodily injury, personal injury and property damage based upon or arising out of ownership, use, occupancy or maintenance of the Premises and all areas and appurtenant thereto. Tenant agrees to carry during the entire lease and furnish Landlord with a certificate of coverage prior to occupancy. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence, with an annual aggregate of not less than $2,000,000. Said coverage shall also be extended to include damage caused by heat, smoke, and or fumes from a hostile fire. The limits of said insurance shall however, not limit the liability of Tenant or relieve Tenant of any obligation hereunder. Should Tenant fail to provide Landlord with this certificate, Landlord may then obtain coverage on behalf of the Tenant and Tenant shall reimburse Landlord for the premium plus interest at 15% per annum until paid. Any increase in fire or other building insurance premiums caused by Tenant's stock or business operation, shall be paid by Tenant upon written notice from Landlord.

Tenant and Landlord each hereby waives any and all rights of recovery against each other, or against the officers, Partners, employees, agents and or representatives of the other, for loss of, or damage to such waiving party or its Property or the property of others under its control, where such loss or damage is insured against and actually covered under any property insurance policy in force at such time of such loss or damage, but such waiver extends only to the extent of the actual insurance coverage. Landlord and Tenant shall, upon obtaining the insurance policy required, give notice to the insurance carrier that the mutual waiver of subrogation is contained in this lease.

ARTICLE XIV: FIRE DAMAGE, OTHER.

Should the leased Premises be partially damaged or totally destroyed by fire or other catastrophe not caused by the Tenant's negligence, this lease may then be terminated provided the Premises cannot be reasonably restored within 99 days. In the event of such termination, the rent shall be prorated to the date said Premises are reasonably untenable, in Landlord's opinion. Landlord/Agent shall not be liable for loss of business or other damage as a result of such casualty, so long as it is not caused by act's, omissions or negligence of the Landlord.

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INITIALS

ARTICLE XV: TENANT DEFAULT.

Tenant shall be deemed to be in default of this Lease if Tenant fails to pay, when due, the rent or any other sum required by this Lease to be paid to Landlord, or if Tenant violates any other condition, provision or term of this Lease and fails to cure such default within (5) days after written notice is given by Landlord to Tenant. In the event of Tenant's default, Landlord may: (a) Declare the Lease immediately terminated; re-enter the leased Premises; and expel Tenant or any other person(s) occupying the same. (b) Re-enter and re-let the leased Premises on behalf of the Tenant, and apply any rent received from the new tenant toward the deficiency in rent due from the Tenant under this Lease; provided, however, such re-entering and re-letting shall not release Tenant from any obligation of Tenant hereunder. Tenant agrees to pay Landlord/agent a fee of $750.00 or 6% of gross rents which ever is greater to re-let the Premises. None of the Tenant's remedies herein shall be considered exclusive of any other remedy, but the same shall be cumulative and in addition to every other remedy provided by law or in equity.

ARTICLE XVI: SUBLEASE, ASSIGNMENT & EARLY TERMINATION.

Tenant shall not sublet the whole or any part of the leased Premises, nor assign this lease without prior written consent of the Landlord which consent will not be unreasonably withheld. Any sub-letting or assignment without written consent of Landlord shall be voidable at Landlord's option. Landlord's written consent either to an assignment or an entire or partial sub-lease shall not release the Tenant herein from any obligation under this lease. Should Tenant request and be granted an assignment, sublet or early termination, Tenant shall compensate Landlord's agent $750.00 for administrative time plus cost of credit reports. In the event of early termination, sublet or assignment of lease, Landlords additional fees shall also apply with amount to be determined by Landlord. Landlord may withhold or condition in its sole discretion and is not obligated to grant such requests.

ARTICLE XVII: NOTICES & RENT PAYMENT:

Any notice to be given by Landlord to Tenant shall be written and sent to the Tenant's leased Premises at **3266 W. Galveston Rd #104. Apache Junction, AZ 85120.** Tenant agrees to notify Landlord/Agent of any changes in residence address or phone number or business phone within 48 hours of change. Any notice from Tenant to Landlord shall be written and sent to (Property Manager) **Mike Frost at 3266 W. Galveston Dr. #101 AJ, AZ 85120**. All notices shall be written and shall be deemed given upon personal delivery or when deposited in the US Mails, properly addressed with postage prepaid for delivery by regular, registered or certified mail.

ARTICLE XIII: CONDEMNATION.

It is agreed between the parties hereto that if the whole or any part of the leased Premises or common area is taken by any competent governmental authority for any public or quasi-public use or purpose, then and in that event, at Landlord's option, this lease shall cease and terminate as of the date when possession of the part so taken shall be required for such use and purpose. All damages awarded for such taking shall belong to Landlord. Tenant shall not be entitled to any compensation from Landlord, but may have its own action against condemning authority.

ARTICLE XiX: LANDLORDS AND MECHANICS LIENS.

Landlord shall have first lien for the payment of reserved rent and any other sums due herein on all personal property owned by Tenant which may hereafter be placed in or on the leased Premises. If Landlord exercises its Landlord Lien and locks out Tenant for failure to pay sums due, then Tenant agrees to pay Landlord for lockout expenses plus $250 to Landlord's Agent for time incurred. Tenant shall promptly pay for all labor and materials ordered by Tenant for the Premises. Tenant shall not have any authority to create any liens for labor or materials on the Landlord's interest on the leases Premises. Tenant agrees to indemnify Landlord/agent for all attorney fees and costs incurred in connection with any suit filed by or against any lien claimant or other creditor of Tenant.

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INITIALS

ARTICLE XX: ATTORNEY'S FEES & COSTS.

Any costs or other expenses incurred by Landlord or Landlord's agent in enforcing the terms and conditions of this lease, by taking advise of legal counsel, instituting or prosecuting legal action, or otherwise shall be paid by Tenant.

ARTICLE XXI: SUBORDINATION/ESTOPPEL.

Upon request from the Landlord, Tenant agrees to subordinate in writing its rights hereunder to the lien of any Deed of Trust or mortgage now or hereafter in force or to be placed against the Premises. Tenant also agrees to sign estoppel certificates when requested by Landlord, its Agent or lender which verifies this lease is in effect. Notwithstanding anything stated herein, the provisions of this paragraph shall be self executing, at Landlord's option if Tenant fails to sign the documents within five (5) days of request.

ARTICLE XXII: WAIVER.

A waiver of any condition or covenant in this lease by Landlord shall not be deemed to imply or constitute a further waiver of the same, any other, or like condition or covenant herein.

ARTICLE XXIII: LEGAL RESPONSIBILITY.

This lease shall apply to and be binding upon the successors, heirs, and or assigns of the parties hereto and any mention of the singular shall include the plural and of the plural, the singular.

ARTICLE XXIV: ENVIRONMENTAL.

TENANT REPRESENTS AND AGREES THAT TENANT WILL NOT ENGAGE IN ANY ACTIVITY INVOLVING HAZARDOUS SUBSTANCES which for purposes of this lease shall mean any material, waste or substance which may or could pose a risk of injury or threat to health or the environment and any substance that is or becomes regulated by any federal, state, or local law or which could create an environmental condition affecting the Premises soil, air, surface, or groundwater, which could require remedial action and/or may result in claims, demands and/or liabilities by or to third parties or permit any third party to do so. Tenant's failure to perform or observe any of the above representations and warranties shall constitute a substantial breach of this lease and shall entitle Landlord to pursue any and all remedies allowed by law or in equity. **(See Article III concerning Agreed Use Of Premises.)**

ARTICLE XXV: COMPLIANCE WITH LAWS.

Tenant shall, at its sole cost and expense, comply with the requirements of all municipal, state, and federal authorities now in force and which may hereafter be in force pertaining to the use of said property including all environmental laws and regulations of any governmental agency having jurisdiction over the premises. The judgment of any court of competent jurisdiction (unless an appeal is taken from such judgment by Tenant) or the admission of Tenant in any action or proceeding against Tenant, whether Landlord be a part thereto or not, that Tenant has violated any such order or statute in said use, shall be conclusive of that fact as between the Landlord and Tenant.

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INITIALS

ARTICLE XXVI: INDEMNITY.

Tenant shall indemnify, defend and hold Landlord, its agents and it's employees harmless from and against any INDEMNITY and all expenses, costs, liabilities, including without limitation, reasonable attorney fees, incurred directly or indirectly or arising out of Tenant's use of the Premises pursuant to this lease or Tenant's breach of this lease. Further, Tenant hereby releases and waives any claims against Landlord and its agents and employees relating to the condition (including environmental conditions Tenant may have caused) of the leased Premises.

ARTICLE XXVII: UTILITY SERVICES.

Utilities and services paid by tenant: Electric, Telephone, Internet, any other service not provided herein by Landlord. Tenant shall pay any security deposit, and connection charges, required by any utility company to furnish service to Tenant. Landlord reserves the right to charge an additional fee for water usage (over 1000 gallons per month) and/or for trash removal, should it become necessary depending on amount of trash produced by the individual Tenant. Trash bins are for the disposal of "normal trash" only. If your business requires removal of additional products your CAM fee will be increased for an additional fee charged by the disposal company to provide additional removal services. Said fees shall be based on actual costs charged by Disposal Company. Landlord shall pay for and provide care for landscaping and electricity for exterior security lighting which shall be installed and maintained by Landlord per building plan.

ARTICLE XXIII: PARKING & WATER RETENETION AREAS.

Tenant for the use and benefit of the Tenant, it's agents, employees, customers and licensees, shall have the non-exclusive right in common with Landlord, and other present and future owners, tenants and their agents, customers, licensees, and others, to use the common areas, during the entire term of this Lease, or any extension thereof, foringress and egress, roadway, and automobile parking, provided, however, Tenant and Tenants employees may, upon Landlords written request, park in areas designated as employee parking. There shall be no outdoor storage of any type. Water retention areas are for that purpose only. Anyone allowed to have a concrete slab in the area for purpose of holding a cooling unit, compressor or other use shall be first approved by Landlord and shall be used for no other purpose what so ever.

ARTICLE XXIX : AGENT DISCLOSURE.

Tenant acknowledges from inception of leasing discussion that Joshua Bleak is not a licensed Real Estate agent. Joshua Bleak represents only the Landlord as agent on this lease. Tenant acknowledges the associated Landlord's agent and company's agent shall be held harmless in any and all actions against the Landlord.

ARTICLE XXX: AMERICANS WITH DISABILITIES.

Landlord makes no warranty or representation as to whether or not the Premises complies with the Americans with Disabilities Act or any similar laws. Any expenses for additions or modifications necessary for Tenants use shall be the sole responsibility of said Tenant.

ARTICLE XXXI: OTHER PROVISIONS.

Tenant shall sweep daily as needed and keep free of refuse the parking lot directly adjacent to the demised Premises. Tenant shall at all times properly maintain any and all equipment in premises so as to avoid any fire or other potential hazards. No Smoking is allowed inside the structure at any time.

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INITIALS

ARTICLE XXXII: ADDENDUMS.

Addendum "A" stating monthly rent amounts (including monthly payment of common area maintenance, Operating fees, management fees, rental tax and property tax), which are to be paid monthly with and in addition to the monthly rents. Addendum "B" concerning signage, Attached financial statement and credit release forms as provided by Tenant. All such Addendum's and Attachments shall be considered a part of said lease.

ARTICLE XXXIII: ATTORNEY REVIEW.

The Tenants also acknowledge that they have the right to have the lease reviewed by the lawyer of their choice and have _____declined, or had reviewed by _____.

COMMERCIAL/INDUSTRIAL LEASE

ARTICLE XXXIV: ACKNOWLEDGEMENTS, ADDENDUMS & ATTACHMENTS.

The parties hereby waive their respective rights to trial by jury and hereby agree to mediation and or arbitration in disputes arising between parties and or Brokers/Agents in any action or proceeding involving the lease or property or arising out of this agreement except in a situation involving Tenant default, Landlord shall have the right to file for a court proceeding to enforce terms of lease. No representation or recommendation is made by Landlord, Real Estate Broker or Agent as to the legal sufficiency, legal effect, or tax consequences of this lease. Landlord and Tenant have carefully read and reviewed all terms and provisions contained herein and accept all terms and conditions as outlined in said lease and its Addendums (A and B) and its Attachments, including but not limited to, Financial Statement and Credit Report.

Property Manager Date

Tenant - Owner of Date

INITIALS

Exhibit 10.25

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made as of the 3rd day of April, 2011 between **SILVER HORN MINING LTD.,** a Delaware corporation ("Silver Horn"), and **Daniel R. Bleak** ("Consultant") .

WHEREAS Consultant performed certain professional services (the "Professional Services") for Silver Horn during the months of April, May and June of 2011 and Silver Horn desires to compensate Consultant for his professional services.

NOW THEREFORE in consideration of the services performed and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1 **Compensation for Professional Services.** Silver Horn agrees to compensate Consultant $5,000.00 per month for the months of April, May and June of 2011 for professional services provided by Consultant.

2 **Non-Employee Status.** Both Silver Horn and Consultant acknowledge that Consultant is a director of Silver Hom and that Consultant is not an employee of Silver Horn.

3 **Amendment.** This Agreement may be amended only by a writing signed by Consultant and a duly authorized representative of Silver Horn.

4 **Entire Agreement.** This Agreement represents the entire understanding and agreement concerning the Professional Services. Each of the parties shall from time to time and, at all times, do all further acts and execute and deliver all such further documents and assurances, as may be reasonably required, in order to fully perform and carry out the terms of this Agreement.

5 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date set forth above.

/s/Daniel R. Bleak
(Consultant)

SILVER HORN MINING LTD.
Per:
Name: /s/Daniel R. Bleak
Title: Chief Executive Officer

Exhibit 10.26

SERVICES AND EMPLOYEE LEASING AGREEMENT

This Services and Employee Leasing Agreement ("Agreement") is made as of June 1, 2011, by and between MJI Resource Management Corp., an Arizona corporation ("MJI"), and Silverhorn Mining Ltd., a Delaware corporation ("SVH").

BACKGROUND

MJI desires to provide to SVH the services set forth on Schedule A (the "Services"), as well as to make available certain of its employees, as identified in Schedule B to this Agreement (the "Leased Employees"); provided in each case that the individual Leased Employee expressly consents to being leased to SVH.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. SERVICES

1.1 Payment for Services. For the duration of the Term, MJI will provide the Services to SVH in accordance with the terms and provisions specified in Schedule A to this Agreement (and such other services as may be agreed between MJI and SVH from time to time). In exchange for the Services, in addition to such other amounts payable by SVH to MJI hereunder, SVH shall pay to MJI the amount of Fifteen Thousand Dollars ($15,000.00) per month (the "Services Fee") for the duration of the Term; provided, however, that the Services Fee shall be appropriately adjusted for any additional services to be provided by MJI (as agreed by the parties), or upon the termination of this Agreement, as the case may be.

2. LEASED EMPLOYEES

2.1 The Leased Employees. Schedule B to this Agreement sets forth a list of the Leased Employees, with the following information for each such Leased Employee: (a) such employee's position with MJI; (b) the functions and duties to be performed by each Leased Employee pursuant to this Agreement; and (c) the Leasing Costs for each leased employee, expressed on a monthly basis.

2.2 Services of Leased Employees. Subject always to the express consent in advance of each individual Leased Employee to be leased to SVH, MJI hereby agrees to make available each of the Leased Employees for the purpose of performing the functions and duties set forth on Schedule B on behalf of and at the direction of SVH until the earliest to occur of (a) expiry of the Term (as defined below), (b) termination of the leasing arrangement with respect to any such Leased Employee pursuant to Section 2.4 , or (c) termination of this Agreement pursuant to Section 3.2. MJI will use its commercially reasonable efforts to cause the Leased Employees to render services to SVH.

2.3 Payments for Leased Employees.

(a) MJI shall be responsible for (i) the payment to the Leased Employees of salaries, travel and business expenses, and the provision of any benefits, statutory or otherwise, including, without limitation, any severance or similar benefits, earned, incurred or accrued by the Leased Employees; (ii) making any pension deductions which each Leased Employee has agreed to be made from his or her salary, and paying any employer pension contributions which MJI may be obliged to make, if any; and (iii) paying or deducting from the Leased Employees' salaries and/or benefits, as the case may be, and remitting to the appropriate governmental entities, such sums as may be required to be paid by an employer or deducted or withheld from employees' compensation and/or benefits under the provisions of any law now in effect or hereafter put into effect, including, but not limited to, pay-related social insurance and income tax.

(b) SVH agrees to pay MJI a monthly fee (the "Employee Fee") for the Services for each month that Services are provided under the terms of this Agreement equal to the sum of the Leasing Costs incurred by MJI during such period; provided, however, that the Employee Fee shall be pro-rated to reflect any period of time during such month in which a Leased Employee does not perform Services on behalf of SVH. For purposes of this Agreement, the term "Leasing Costs" with respect to each Leased Employee shall be the amount set forth next to such Leased Employee's name on Schedule A to this Agreement (which amount comprises all costs to be incurred by MJI during the stated period with respect to such Leased Employee, including but not limited to such Leased Employee's salary or wage, as the case may be). In addition, SVH shall reimburse MJI for all travel and business expenses (the "Expenses") incurred by the Leased Employees in providing the Services to SVH, in accordance with MJI's policies therefor; provided, however, that, in order to be entitled to reimbursement from SVH, SVH must approve all such Expenses in advance.

(c) SVH shall pay to MJI an amount equal to the sum of (i) the Expenses and (ii) the Employee Fee for the Services rendered by the Leased Employees in any particular month within fifteen (15) days of receipt of MJI's invoice requesting payment of such Expenses and Employee Fee for such month. Upon termination of this Agreement, SVH shall have the right to conduct an audit of the books and records of MJI during normal business hours to verify the fees paid and any adjustments shall be settled promptly after such review, as mutually agreed by the parties.

(d) Except for holidays observed by SVH, which shall be deemed to be days that the Leased Employees have supplied Services, SVH shall not pay MJI for any day that a particular Leased Employee does not supply Services to SVH; provided, however, that SVH shall pay MJI for days or portions thereof during which any Leased Employee does not supply Services as a result of his or her illness or accidental injury to the extent that MJI is obligated under its Employee Benefit Plans to pay the Leased Employee for such absences from its general assets. In the event that any Leased Employee fails to render Services on SVH's behalf, SVH shall give prompt notice of such failure to MJI, which notice shall include a listing of the periods of time in which such Leased Employee failed to render the Services.

2.4 Termination of Leased Employees.

(a) During the term of this Agreement, MJI shall use all commercially reasonable efforts to continue the employment of each Leased Employee through the Term. Notwithstanding the foregoing, MJI shall retain the exclusive right to discipline and/or terminate the employment of any of the Leased Employees for any reason or no reason, pursuant to MJI's policies and procedures. In the event that MJI decides to terminate or discipline a Leased Employee, MJI will (i) give prior written notice to SVH, and (ii) comply with all applicable laws. If any of the Leased Employees shall cease to be employed by MJI, the leasing arrangement with respect to such Leased Employee shall automatically be terminated, and MJI will not be obligated to provide a replacement to SVH notwithstanding anything contained in this Agreement to the contrary. In addition, MJI shall promptly notify SVH if, during the Term, any of the Leased Employees submits a resignation to terminate his or her employment with MJI.

(b) SVH may terminate the leasing arrangement under this Agreement with respect to any one or more of the Leased Employees at any time upon written notice to MJI; provided, however, that this Agreement shall remain in full force and effect with respect to the remaining Leased Employees, until there are no remaining Leased Employees being leased by SVH pursuant to this Agreement.

2.5 SVH Obligations. SVH undertakes the responsibilities and has the rights set forth in this Section 2.5 with respect to each of the Leased Employees rendering services hereunder:

(a) SVH will be responsible for the training of any Leased Employee, in the event SVH introduces new products or services during the Term for which the Leased Employees require training;

(b) Strategic, operational or other business-related decisions regarding the business conducted by the SVH (the "Business") shall exclusively be the responsibility of SVH, and MJI shall be under no responsibility nor liability for any actions or omissions by SVH or any Leased Employee with respect thereto.

(c) SVH will cooperate with MJI, and will grant MJI reasonable access to such information so as to permit MJI to fulfill its obligations as the employer of the Leased Employees, including, without limitation, employee benefit enrollment, benefit management, salary administration, discipline and termination.

(d) SVH agrees to maintain records of actual hours worked by each of the Leased Employees to the extent that the status of such employees, as determined by MJI, requires the maintenance of records regarding time worked, and report such hours worked to MJI.

2.6 MJI Representations and Covenants. MJI shall maintain all employment-related records for the Leased Employees. MJI shall maintain the Leased Employees at its premises located in Apache Junction, AZ. MJI shall promptly notify the Leased Employees as to the nature of this Agreement.

3. TERM

3.1 Term. This Agreement shall commence on the date hereof and shall continue for a period of One (1) year (the "Term").

3.2 Termination. This Agreement shall terminate automatically upon the earlier to occur of: (i) expiry of the Term, or (ii) the termination of the leasing arrangement with respect to all of the Leased Employees in accordance with the terms and conditions of this Agreement. In addition, either party may at any time immediately terminate this Agreement in the event of a material breach by the other party of the terms hereof which breach, if capable of remedy, shall not have been remedied within fourteen (14) days following the date upon which notice of the material breach shall have been served.

4. CONFIDENTIAL INFORMATION

4.1 Confidential Information. Any information or materials received by MJI or the Leased Employees from SVH, its affiliates, customers or suppliers, or developed by Leased Employees in connection with the Services under this Agreement and not generally available to the public will constitute confidential information of SVH ("Confidential Information"). Confidential Information may include, without limitation, information or data relating to the technology, research, studies, testing, products, services, finances, business plans, marketing plans, regulatory plans, strategies, legal affairs, customers, potential customers, prospects, opportunities, contracts or assets of SVH or its affiliates or third parties entrusting any such information or data to SVH. Any Confidential Information received by MJI shall be retained in confidence and shall be used, disclosed and copied solely for the purposes of exercising its rights or fulfilling its obligations under this Agreement. MJI will not disclose, in whole or in part, in public or in private, any of the Confidential Information except as specifically directed by an officer of SVH, nor will MJI use or allow the Leased Employees or others to use any Confidential Information for any purpose other than for the benefit of SVH or as specifically approved in advance by an officer of SVH.

4.2 Return of Confidential Materials. Insofar as MJI has access to or control of Confidential Information of SVH, MJI will deliver any and all such Confidential Information and all copies thereof to SVH at no charge, within five (5) business days after SVH's request and, in any event, upon the expiration or termination of this Agreement. In addition, in the event that any Leased Employee ceases to be a Leased Employee under the terms of this Agreement (either because of the termination of this Agreement or the termination of the leasing arrangement with respect to such Leased Employee in accordance with the terms and conditions of this Agreement), MJI agrees to direct such Leased Employees to deliver immediately to SVH any and all Confidential Information of SVH received by such Leased Employee. MJI agrees that it will promptly notify SVH if it learns that any Leased Employee is inappropriately utilizing or has inappropriately utilized SVH's Confidential Information. Similarly, SVH agrees that (i) it will promptly notify MJI if it learns that any Leased Employee is violating or has violated any of his or her confidentiality obligations to MJI; and (ii) to the extent that SVH obtains any Confidential Information of MJI as a result of the leasing arrangements contemplated by this Agreement, SVH will deliver any and all such Confidential Information and all copies thereof to MJI at no charge, within five (5) business days after MJI's request and, in any event, upon the expiration or termination of this Agreement.

4.3 Survival. This Article 4 shall survive the termination of this Agreement.

5. PROPRIETARY RIGHTS

5.1 Leased Employee Agreement. MJI agrees to cause each of the Leased Employees to execute a Leased Employee Agreement in the form attached hereto as Schedule BI (each, a "Leased Employee Agreement"). Each Leased Employee shall have executed a Leased Employee Agreement prior to commencing work for SVH.

5.2 Assignment of Proprietary Rights. For the purposes of this Agreement, any inventions, discoveries, improvements, enhancement, designs, written materials, computer programs, derivative work, integrated circuit topographies, mask works or other intellectual property lawfully developed in the course of the provision of Services or the performance of any other function or duty by the Leased Employees during the Term, which would belong to MJI in accordance with the terms of any employment or other agreement made between MJI and the Leased Employees or otherwise, is referred to herein as the "Leased Employee Intellectual Property." MJI hereby assigns to SVH, all of its rights, title and interest in the Leased Employee Intellectual Property, and shall provide whatever assistance, support or help, and/or execute whatever other documentation as is necessary to enable SVH to obtain, secure, perfect, defend or maintain any rights therein.

5.3 Survival. This Article 5 shall survive the termination of this Agreement.

6. INDEMNIFICATION

6.1 Indemnification of SVH. Subject to Section 6.3, MJI will indemnify and hold harmless SVH against all losses, liability, damage, claims, demands, or suits and related costs and expenses incurred by SVH relating to (i) a Leased Employee's status as an employee of MJI, including, without limitation, those that arise with respect to any employee benefit plan or other employment or compensation matter (including, without limitation, the cost of any severance or termination or redundancy payments, statutory or otherwise) which MJI must make to the Leased Employee upon termination of his or her employment; and (ii) such Leased Employee's status as such that arise from the acts or omissions of MJI, its employees, consultants and agents in violation of applicable law.

6.2 Indemnification of MJI. Subject to Section 6.3, SVH will indemnify and hold harmless MJI against all losses, liability, damage, claims, demands, or suits and related costs and expenses incurred by MJI relating to a Leased Employee's status as such that arise from acts or omissions of SVH, its employees, consultants and agents in violation of applicable law. Notwithstanding the foregoing, in no event shall SVH be directly responsible, or have any obligation to indemnify MJI, for any liability, loss or obligation of MJI with respect to the termination of employment of any of the Leased Employees (including, without limitation, any severance or termination or redundancy payment, whether statutory or otherwise) which MJI must make to such Leased Employee upon termination of his or her employment.

6.3 Disclaimer of Certain Liabilities. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY RESULTING FROM ANY VIOLATION OF ANY PROVISION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY LOST REVENUE, PROFITS, BUSINESS ADVANTAGE OR OPPORTUNITY**.

6.4 Survival. This Article 6 shall survive the termination of this Agreement.

7. MISCELLANEOUS

7.1 Governing Law. This Agreement shall be governed in all respects by the laws of Arizona without regard to provisions regarding choice of laws.

7.2 Survival. The representations, warranties, covenants and agreements made herein shall survive any investigation made by any party hereto and the closing of the transactions contemplated hereby.

7.3 Successors and Assigns. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties to this Agreement whose rights or obligations hereunder are affected by such amendments. This Agreement and the rights and obligations in it may not be assigned by any party hereto without the written consent of the other parties hereto; provided, however, that SVH shall have the right to assign all of its rights and obligations under this Agreement to any Person in connection with the sale of the business in accordance with the Operating Agreement, whether by merger, sale of assets or any equivalent transaction.

7.4 Entire Agreement. This Agreement and the Schedules and Exhibits to this Agreement, which are hereby expressly incorporated in this Agreement, constitute the entire understanding and agreement between the parties with regard to the subjects hereof and thereof.

7.5 Notices. Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and shall be conclusively deemed to have been duly given: (a) when hand delivered to the other party; (b) when received if sent by facsimile at the address set forth below; or (c) five (5) business days after deposit in the U.S. mail with first-class or certified mail receipt requested postage prepaid and addressed to the other party as set forth below:

If to MJI:
3266 W. Galveston Dr., Suite 101
Apache Junction, AZ 85120
Fax: 480-288-6532
Attention: John Eckersley

If to SVH:
3266 W. Galveston Dr., Suite 101
Apache Junction, AZ 85120
Fax: 480-288-6532
Attention: Daniel Bleak

Each person making a communication hereunder by facsimile shall promptly confirm receipt by telephone to the person to whom such communication was addressed each communication made by it by facsimile pursuant hereto, but the absence of such confirmation shall not affect the validity of any such communication. A party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Section 7.5 by giving the other party written notice of the new address in the manner set forth above.

7.6 Amendments and Waivers. Any term of this Agreement may be amended only with the written consent of each of the parties to this Agreement.

7.7 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to SVH or to MJI, upon any breach or default of any party hereto under this Agreement, shall impair any such right, power or remedy of SVH, or MJI nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring, nor shall it be construed as a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of SVH or MJI of any breach or default under this Agreement or any waiver on the part of SVH or MJI of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to SVH or MJI, shall be cumulative and not alternative.

7.8 Legal Fees. In the event of any action at law, suit in equity or arbitration proceeding in relation to this Agreement, any Units, any assets or liabilities described herein, the prevailing party, shall be paid by the nonprevailing party a reasonable sum for attorneys' fees and expenses incurred by such prevailing party.

7.9 Titles; Construction. The titles of the Sections, paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Whenever the words "included," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." No rule of construction shall be applied to the disadvantage of a party by reason of that party having been responsible for the preparation of this Agreement or any part hereof.

7.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

7.11 Severability. In case any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but only to the extent that such construction is in accord with the intent of the parties as evidenced by this Agreement.

7.12 No Third-Party Beneficiaries. Except as expressly set forth in this Agreement to the contrary, nothing in this Agreement shall confer any rights upon any person or entity that is not a party hereto, or a successor in interest or a permitted assignee of a party to this Agreement.

7.13 No Employment Relationship Created. Nothing in this Agreement shall be deemed to create an employment relationship between any of the Leased Employees and SVH or to make MJI and SVH joint employers.

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

MJI Resource Management Corp.

/s/John Eckersley
John Eckersley
President

Silverhorn Mining Ltd.

/s/Daniel Bleak
Daniel Bleak
CEO

EXHIBIT 23.1

Randall N. Drake, C.P.A., P.A.

1981 Promenade Way
Clearwater, Florida 33760
Phone: (727) 536-4863

Consent of Independent Registered Public Accounting Firm

I consent to the inclusion in the Prospectus, of which this Registration Statement on Form S-1 is a part, of the report dated March 29, 2011 relative to the financial statements of Silver Horn Mining LTD. as of December 31, 2010 and 2009 and for each of the years then ended.

I also consent to the reference to my firm under the caption "Experts" in such Registration Statement.

/s/ Randall N. Drake, CPA, PA
Randall N. Drake, CPA, PA

Clearwater, Florida

July 22, 2011