EXHIBIT 11
Via email: jMurtha@woodburnandwedge.com

July 16, 2015

Woodburn and Wedge
Attorneys at Law
Sierra Plaza
6100 Neil Road, Suite 500
Reno, Nevada
89511-1149

Attention: Messrs. John F. Murtha and Chris Wicker

Dear Messrs. Murtha and Wicker:

Re: Interest Rate Review for Transactions between Gryphon Gold Corporation ("GGN") and Waterton Global Value LP ("Waterton")

Dear Sirs:

You have asked us to calculate the effective annual rate of interest for the bridge loan facility (the "Bridge Loan") between GGN and Waterton, as well as the Senior Gold Stream facility between GGN and Waterton (the "Credit Facility").

I have prepared this calculation pursuant to a letter of engagement with Woodburn and Wedge dated May 27, 2015.

Purpose of Report

The purpose of this report is to provide actuarial certificates confirming the effective annual rates of interest at which Waterton received interest payments from GGN on the Bridge Loan and Credit Facility as described in this report. We have treated the Bridge Loan and the Credit Facility as two separate transactions for the purpose of this report.

Background, Data & Assumptions

Our understanding of the transactions regarding the Bridge Loan and the Credit Facility is based on the materials provided by Mr. Jordan Schultz of Dentons Canada LLP and Mr. Robert Sandy of PricewaterhouseCoopers LLP, including both of Mr. Jordan Schultz's letters of April 20, 2015 to Mr. Robert Sandy. This letter includes the data and assumptions upon which our calculations are based. Where possible, we have verified calculations and have described any discrepancies.

With respect to the Bridge Loan:

a) The principal amount borrowed was $1,500,000, assumed to be fully drawn on March 20, 2012.

b) $130,000 in legal, structuring and other fees were paid in order to receive the Bridge Loan. The fees are assumed to have been paid on the date that the credit was advanced.
c) As defined in section 347(2) of the Criminal Code, the credit advanced was $1,370,000, equal to the principal amount borrowed less the fees.

d) Interest was accrued on the outstanding amount at an annual rate of 15%. We have assumed that this interest rate is an effective annual rate of interest and that the interest would be paid at the end of the loan term.

e) Under the Bridge Loan, Waterton received warrants valued at $137,291 according to the December 31, 2012 10-Q Report filed by GGN (the “10-Q Report”). We have relied on the figure from the 10-Q Report.1 We have assumed that Waterton received the value of the warrants on the date that credit was advanced.

f) The term specified in the Bridge Loan was 60 days, however the loan was actually repaid 31 days later.

With respect to the Credit Facility:

a) On April 18, 2012, GGN entered into a $15 million Senior Gold Stream facility with Waterton (the “Credit Facility”). Our understanding is that the $15 million was used to repay $7.5 million in existing secured debentures, repay the $1.5 million Bridge Loan, and provide $6 million in working capital.

b) The initial terms of the Credit Facility were as follows:

i. Term of two years;

ii. Interest payments due the last day of each month commencing October 31, 2012;

iii. Principal payments due the last day of each month commencing May 31, 2013;

iv. The loans carried interest at an effective annual rate of 5% per annum;

v. GGN paid a 1% overall structuring fee;

vi. GGN paid a 1% additional structuring fee on each Advance;

vii. GGN issued 14,062,500 Series T Warrants to Waterton, with an exercise price of $0.16 per share valued at $1,039,566 as per the 10-Q Report;2

viii. GGN paid total "debt offering costs" of $585,091; and

ix. The Credit Facility includes a discounting provision whereby each $1 principal repayment only reduced the outstanding principal by $0.80, effectively resulting in a premium of 25%.

c) GGN also executed a Gold and Silver Supply Agreement on April 18, 2012 (the "Supply Agreement") giving Waterton the right (but not the obligation) to purchase all of the Mine’s production until operations ceased. Furthermore, the Supply Agreement gave Waterton a 1% discount on all purchases for as long as the loan was outstanding plus the later of three years or after the sale of 150,000 ounces of gold.

d) The Credit Facility was fully drawn on April 19, 2012.

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1 The 10-Q Report explains that the value of the Bridge Loan warrants was determined using the Black-Scholes model.
2 The 10-Q Report explains that the value of the Bridge Loan warrants was determined using the Black-Scholes model.
e) The Credit Facility was amended on September 24, 2012 to increase the total principal amount from $15 million to $20 million (the "First Amendment"). The terms of the First Amendment were as follows:

i. The term of the loan was extended to November 31, 2014, for a total of 31 months;

ii. Monthly principal payments were amended to begin December 31, 2012. Repayments started at $50,000 per month and increased to approximately $900,000 per month;

iii. The structuring fee on each additional Advance was increased to 2% (which only applied to the additional $5 million advanced);

iv. GGN paid total "amended debt offering costs" of $705,649. We have assumed that these "amended debt offering costs" include the $585,091 in "debt offering costs" paid under the original terms of the agreement; and

v. The Supply Agreement was amended to allow Waterton to purchase all of the Mine's production at a 3% discount to current market prices.

f) We have assumed that the additional $5 million was drawn immediately.

g) On January 30, 2013, GGN entered into a contribution agreement with Waterton and Borealis Holdings LLC ("Holdings", a Waterton entity) (the "Contribution Agreement"), under which Waterton (through Holdings) obtained a 60% interest in Borealis in exchange for writing off $17 million of the then outstanding indebtedness owed to Waterton. Under the Contribution Agreement, the $17 million purchase price was divided into $13.35 million of principal and the remainder being "additional amounts owing in respect thereto". The amended facility actually only reduced the principal by $13.3 million, from $19.95 million to $6.65 million, as the $50,000 December principal payment did not appear to be accounted for in the Contribution Agreement calculation.

h) The reduction of the principal was reflected in another amendment to the Credit Facility, also dated January 30, 2013 (the "Third Amendment"). The terms of the Third Amendment were as follows:

i. The principal amount outstanding was reduced to $6,650,000, resulting in a reduction of $13.3 million to the principal amount outstanding at that time;

ii. GGN was permitted to repay principal amounts in cash, gold, or units of Borealis;


i) For the purpose of this report, the principal amount of the Credit Facility is $13,350,000. This is the amount of the total principal borrowed by GGN in exchange for the payment of $62,500 on December 31, 2012 and the $17 million written off in January 30, 2013.

j) Fees of $585,091 were paid to receive $15,000,000 under the Credit Facility. The prorated portion of the fees attributable to the $13,350,000 principal was $390,548. We assumed that the remaining portion of the fees (which we ignored in our calculations) was in respect of the $6,650,000 principal still outstanding after the Third Amendment.
k) Fees of $120,558 were paid to receive $5,000,000 under the First Amendment of the Credit Facility. The prorated portion of the fees attributable to the $13,350,000 principal was $80,472. We assumed that the remaining portion of the fees (which we ignored in our calculations) was in respect of the $6,650,000 principal still outstanding after the Third Amendment.

l) As noted above in b) iv., interest was accrued on the outstanding amount at an annual rate of 5%. We have assumed that this interest rate is an effective annual rate of interest and that the interest would be paid at the end of the loan term.

m) The value of the premium in respect of the principal of $13.3 million noted in b) ix. was $3,325,000 (i.e. 13.3 million x 0.25).

n) An additional credit of $375,000 was applied in order for GGN to write off $17,000,000 as part of the Contribution Agreement. The $13,300,000 principal and the $3,325,000 premium comprise the remainder of the $17,000,000 written off.

o) Waterton received a total value of $1,039,566 in warrants from the Credit Facility. We have relied on this figure from the GGN 10-Q Report. The prorated portion of the warrants attributable to the $13,350,000 principal was $693,910. We assumed that the remaining portion of the warrants (excluded from our calculations) was in respect of the $6,650,000 still outstanding after the Third Amendment. We have assumed that Waterton received the value of the warrants on the date that credit was originally advanced.

p) The value of the Supply Agreement was determined by using the net sales of $12,608,898 for the 9 months ending December 31, 2012, as per the 10-Q Report. We used this net sales figure to estimate the daily sales and then applied a 1% discount from April 18, 2012 to September 23, 2012 and a 3% discount from September 2, 2012 to January 30, 2013. The resulting value of the discounts was $249,645, and prorating for the $13,350,000 principal resulted in a value of $166,638 for the discounts. We assumed that the remaining portion of the discounts (excluded from our calculations) was in respect of the $6,650,000 still outstanding after the Third Amendment. We assumed that Waterton received the value of the discounts over the term of the Credit Facility i.e. from April 12, 2012 to January 30, 2013.

q) At the time of the Contribution Agreement, 75% of the Credit Facility (the original $15,000,000 advance) had been outstanding for 286 days, and the remaining 25% ($5,000,000) had been outstanding for 128 days.

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2 The 10-Q Report explains that the value of the Credit Facility warrants was determined using the Black-Scholes model.
**Results**

The effective annual rates of interest are as follows:

<table>
<thead>
<tr>
<th>Bridge Loan</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>Fees</td>
<td>$130,000</td>
</tr>
<tr>
<td>Net Credit</td>
<td>$1,370,000</td>
</tr>
<tr>
<td>Interest Rate</td>
<td>15% per annum</td>
</tr>
<tr>
<td>Warrant Value</td>
<td>$137,291</td>
</tr>
<tr>
<td>Original Term</td>
<td>60 days</td>
</tr>
<tr>
<td>Actual Term</td>
<td>31 days</td>
</tr>
<tr>
<td>Effective Interest Rate - Original Term of 60 days</td>
<td>279.48%</td>
</tr>
<tr>
<td>Effective Interest Rate - Reduced Term of 31 days</td>
<td>1,059.37%</td>
</tr>
</tbody>
</table>

**Credit Facility**

<table>
<thead>
<tr>
<th>Credit Facility</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Advanced</td>
<td>$13,350,000</td>
</tr>
<tr>
<td>Prorated Fees at April 18, 2012</td>
<td>$390,548</td>
</tr>
<tr>
<td>Prorated fees as September 24, 2012</td>
<td>$80,472</td>
</tr>
<tr>
<td>Interest Rate</td>
<td>5% per annum</td>
</tr>
<tr>
<td>Premium Paid</td>
<td>$3,325,000</td>
</tr>
<tr>
<td>Additional Credit Fee</td>
<td>$375,000</td>
</tr>
<tr>
<td>Prorated Warrant Value</td>
<td>$693,910</td>
</tr>
<tr>
<td>Gold &amp; Silver Discounts</td>
<td>$166,638</td>
</tr>
<tr>
<td>Principal repayment as at December 31, 2012 (inc. premium)</td>
<td>$62,500</td>
</tr>
<tr>
<td>$15 million Credit Facility Term at time of transaction</td>
<td>286 days</td>
</tr>
<tr>
<td>$5 million Credit Facility Term at time of transaction</td>
<td>128 days</td>
</tr>
<tr>
<td>Effective Interest Rate</td>
<td>77.01%</td>
</tr>
</tbody>
</table>

**Conclusions**

This report and the related calculations have been prepared in accordance with accepted actuarial practice in Canada. I am responsible for the content of this report and would be pleased to answer any questions you have on the report and/or the attached three Actuarial Certificates.
Sincerely,

Brendan George, FIA, FCIA, FSA, CFA
Partner, George & Bell Consulting
Vancouver Office:
(604) 871-4151 Cell: (604) 551-4312
bgeorge@georgeandbell.com

Enclosures
ACTUARIAL CERTIFICATE

Re: Bridge Loan based on 60-day term

I hereby certify that I have determined the effective annual rate of interest below based on the following loan terms and background information included in the body of this report effective on the date noted below:

Principal: $1,500,000
Fees: $130,000
Warrant value: $137,291
Interest rate on credit advanced: 15% per annum
Term: 60 days
Effective annual rate of interest: 279.48%

I further certify that, in my opinion:

1. The above-described result is based on data supplied to me which are sufficient and reliable for purposes of my calculations.
2. The assumptions and methods applied are suitable for purposes of such calculations.
3. Such calculations have been performed in accordance with accepted actuarial practice in Canada.

Brendan George, FIA, FCIA, FSA, CFA
July 16, 2015
ACTUARIAL CERTIFICATE

Re: Bridge Loan based on 31-day term

I hereby certify that I have determined the effective annual rate of interest below based on the following loan terms and background information included in the body of this report effective on the date noted below:

- Principal: $1,500,000
- Fees: $130,000
- Warrant value: $137,291
- Interest rate on credit advanced: 15% per annum
- Term: 31 days
- Effective annual rate of interest: 1,059.37%

I further certify that, in my opinion:

1. The above-described result is based on data supplied to me which are sufficient and reliable for purposes of my calculations.
2. The assumptions and methods applied are suitable for purposes of such calculations.
3. Such calculations have been performed in accordance with accepted actuarial practice in Canada.

Brendan George, FIA, FCIA, FSA, CFA
July 16, 2015
ACTUARIAL CERTIFICATE

Re: Credit Facility

I hereby certify that I have determined the effective annual rate of interest below based on the following loan terms and background information included in the body of this report effective on the date noted below:

Principal Advanced: $13,350,000
Fees at April 18, 2012 $390,548
Fees at September 24, 2012 $80,472
Warrant value: $693,910
Discounts: $166,638
Premium: $3,325,000
Additional credit: $375,000
Interest rate on credit advanced: 5% per annum
Term: 286 days (75%); 128 days (25%)
Principal repayment on Dec, 31, 2012
(including premium): $62,500
Effective annual rate of interest: 77.01%

I further certify that, in my opinion:

1. The above-described result is based on data supplied to me which are sufficient and reliable for purposes of my calculations.
2. The assumptions and methods applied are suitable for purposes of such calculations.
3. Such calculations have been performed in accordance with accepted actuarial practice in Canada.

Brendan George, FIA, FCIA, FSA, CFA
July 16, 2015
Appendix A – Calculation Details

In order to calculate the effective annual interest rate under each scenario, the following steps were taken:

1. The value at the start of the loan term \(T_0\) was determined to be the principal amount less any fees, warrants or charges assumed to be paid at the start of the term.

2. The value at the end of the loan term \(T_N\) was determined to be the principal amount plus any interest accrued, additional fees or premiums assumed to be paid at the end of the term.

3. The effective annual interest rate was then determined to be the annual compound rate required to accumulate the value at the start of the loan term to the value at the end of the loan term.

**Bridge Loan based on 60-day term:**

1. \( T_0 = \$1,500,000 - \$130,000 - \$137,291 = \$1,232,709 \)
   (principal less fees and warrants paid)

2. \( T_N = \$1,500,000 \times \left( 1 + 15\% \right)^{60/365} = \$1,534,860.77 \)
   (principal plus interest accrued)

3. \( T_N = T_0 \times \left( 1 + i \right)^n \)

   \[ i = \left( \frac{T_N}{T_0} \right)^{1/n} - 1 = \left( \frac{\$1,534,860.77}{\$1,232,709.00} \right)^{365/60} - 1 = 279.48\% \]
Bridge Loan based on 31-day term:

1. $T_0 = \$1,500,000 - \$130,000 - \$137,291 = \$1,232,709$
   (principal less fees and warrants paid)

2. $T_n = \$1,500,000 \times (1 + 15\%)^{31/365} = \$1,517,911.38$
   (principal plus interest accrued)

3. $T_n = T_0 \times (1 + i)^n$

   \[
   i = \left(\frac{T_n}{T_0}\right)^{1/n} - 1 = \left(\frac{\$1,517,911.38}{\$1,232,709.00}\right)^{365/31} - 1 = 1059.37\% 
   \]
Credit Facility:

The effective annual interest rate of 77.01% is the rate of interest that results in the accumulation of all GGN receipts being equal to the accumulation of all GGN payments as at January 30, 2013. The details of the receipts and payments are included below:

<table>
<thead>
<tr>
<th>Date</th>
<th>GGN receives:</th>
<th>GGN pays:</th>
<th>Apply pro-rata factor?</th>
<th>GGN receives (pro-rata):</th>
<th>GGN pays (pro-rata):</th>
<th>Notes:</th>
<th>Days:</th>
<th>Accumulation of receipts:</th>
<th>Accumulation of payments:</th>
</tr>
</thead>
<tbody>
<tr>
<td>19-Apr-12</td>
<td>$15,000,000</td>
<td>Y</td>
<td>$10,012,500</td>
<td>Principal</td>
<td></td>
<td>286</td>
<td>15,662,789.45</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>24-Sep-12</td>
<td>$5,000,000</td>
<td>Y</td>
<td>$3,337,500</td>
<td>Principal</td>
<td></td>
<td>128</td>
<td>4,077,487.25</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>19-Apr-12</td>
<td>$1,039,566</td>
<td>Y</td>
<td>$693,910</td>
<td>Warrants</td>
<td></td>
<td>286</td>
<td>1,085,500.23</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>30-Jan-13</td>
<td>$670,639</td>
<td>N</td>
<td>$670,639</td>
<td>Interest owing to Jan. 2013</td>
<td>0</td>
<td>-</td>
<td>670,639.14</td>
<td>-</td>
<td></td>
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<tr>
<td>30-Jan-13</td>
<td>$3,325,000</td>
<td>N</td>
<td>$3,325,000</td>
<td>Premiums paid</td>
<td>0</td>
<td>-</td>
<td>3,325,000.00</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>9-Sep-12</td>
<td>$249,645</td>
<td>Y</td>
<td>$166,638</td>
<td>Value of gold discounts</td>
<td>143</td>
<td>-</td>
<td>208,418.78</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>18-Apr-12</td>
<td>$585,091</td>
<td>Y</td>
<td>$390,548</td>
<td>Original fees</td>
<td>287</td>
<td>-</td>
<td>611,900.39</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>24-Sep-12</td>
<td>$120,558</td>
<td>Y</td>
<td>$80,472</td>
<td>Amendment #1 fees</td>
<td>128</td>
<td>-</td>
<td>98,314.74</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>30-Jan-13</td>
<td>$375,000</td>
<td>N</td>
<td>$375,000</td>
<td>Additional fees at Borealis transaction</td>
<td>0</td>
<td>-</td>
<td>375,000.00</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>31-Dec-12</td>
<td>$62,500</td>
<td>N</td>
<td>$62,500</td>
<td>$50,000 payment plus premium</td>
<td>30</td>
<td>-</td>
<td>65,503.41</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>30-Jan-13</td>
<td>$13,300,000</td>
<td>N</td>
<td>$13,300,000</td>
<td>Borealis write off of principal</td>
<td>0</td>
<td>-</td>
<td>13,300,000.00</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

19,740,277 19,740,277