

SECTION 3.4 *Authority; Due Authorization; Binding Agreement; Approval.*

(a) Redfish has all requisite corporate power and authority to enter into this Agreement and to perform its obligations under this Agreement, subject, with respect to the Merger, to the Redfish Stockholder Approval under the DGCL.

(b) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite corporate action on the part of Redfish (other than, with respect to the Merger, the Redfish Stockholder Approval and the filing and recordation of appropriate merger documents as required by the DGCL).

(c) This Agreement has been duly executed and delivered by Redfish and, assuming the due authorization, execution and delivery hereof by Dorado, constitutes a legal, valid and binding obligation of Redfish enforceable against Redfish in accordance with its terms, subject, however, to the effects of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(d) The board of directors of Redfish (the "**Redfish Board of Directors**"), at a meeting duly called and held, has unanimously (i) determined that this Agreement and the transactions contemplated hereby (including the Merger) are advisable, (ii) approved and adopted this Agreement and the transactions contemplated hereby (including the Merger), and (iii) resolved (subject to Section 6.3) to recommend the adoption of this Agreement by the stockholders of Redfish (the "**Redfish Stockholders**"), all of which determinations, approvals and resolutions have not been rescinded, modified or withdrawn as of the date hereof.

SECTION 3.5 *No Violation; Consents.*

(a) Except as set forth in Schedule 3.5, the consummation of the transactions contemplated hereby will not violate, conflict with or result in a breach of any provision of, constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, result in the termination of, accelerate the performance required by, result in a right of termination or acceleration under, require any offer to purchase or any prepayment of any debt or result in the creation of any lien, security interest or encumbrance upon any of the properties, or assets of Redfish or any of the Redfish Subsidiaries under any of the terms, conditions or provisions of (i) any provision of the governing documents of Redfish or any Redfish Subsidiary, (ii) any provision of any contract or agreement or any bank loan, indenture or credit agreement, in each case to which Redfish or any Redfish Subsidiary is a party, (iii) assuming the governmental filings, approvals, consents and authorizations referred to in Section 3.5(b) are duly and timely made or obtained and that the Redfish Stockholder Approval in accordance with the DGCL is duly obtained, any applicable law, ordinance, rule or regulation of any Governmental Authority or (iv) any applicable order, writ, judgment or decree of any court or other competent authority, other than, in the case of (ii), (iii) and (iv) above, for such violations, defaults or other occurrences which do not, individually or in the aggregate, have a Redfish Material Adverse Effect.

(b) Except for (i) any required filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations thereunder (the "**HSR Act**"), (ii) the filing and recordation of appropriate merger documents as required by the DGCL or applicable law of other states in which Redfish is qualified to do business, (iii) the applicable requirements of (A) the Securities Act of 1933 (including the rules and regulations thereunder, the "**Securities Act**"), the Securities Exchange Act of 1934 (including the rules and regulations thereunder, the "**Exchange Act**") and any other applicable U.S. state or federal securities laws, and (B) the NYSE, (iv) any governmental authorizations, consents, approvals or filings necessary for transfers of permits and licenses or made in connection with the transfer of interests in or the change of control of ownership in oil and natural gas properties and (v) such other authorizations, consents, approvals or filings the failure of which to obtain or make would not, individually or in the aggregate, have a Redfish Material Adverse Effect or prevent or materially delay consummation of the Merger, or otherwise prevent Redfish or any Redfish Subsidiary from performing its obligations under this Agreement, no authorization, consent or approval of or filing with any Governmental Authority is required to be obtained or made by Redfish or any Redfish Subsidiary for the execution and delivery by Redfish of this Agreement or the consummation by