

# EXHIBIT 1

*Confidential Treatment Requested*EXHIBIT A

Name	Title	Employer	Business Address	Home Address	Earliest Date on Which Person Become Privy to Information About Transaction
Candace Adargo	Support Staff	Windes & McClaughry Accountancy Corporation	111 W. Ocean Blvd 22 <sup>nd</sup> Floor Long Beach, CA 90802		July 31, 2013
Dave Anderson	President & CEO	Celestron	2835 Columbia Street, Torrance, CA 90503 USA		May 23, 2013
Victor Aniceto	V.P. International Sales	Celestron	2835 Columbia Street, Torrance, CA 90503 USA		July 15, 2013
Richard Arthur	Senior Corporate Specialist	National Corporate Research, Ltd.	523 W. 6 <sup>th</sup> Street, Suite 544, Los Angeles, CA 90014		July 12, 2013
David Bobby	Vice President	Rosenthal & Rosenthal	1370 Broadway NY, NY 10018		April 17, 2013
Cheryl Cabeles	Support Services	Windes & McClaughry Accountancy Corporation	111 W. Ocean Blvd 22 <sup>nd</sup> Floor Long Beach, CA 90802		July 31, 2013
Amir Cannon	Director of Operations	Celestron	2835 Columbia Street, Torrance, CA 90503 USA		July 15, 2013
Jeffrey Carrick	Audit Manager	Windes & McClaughry Accountancy Corporation	111 W. Ocean Blvd 22 <sup>nd</sup> Floor Long Beach, CA 90802		July 31, 2013
Alba Chavez	Associate	Baker Tilly Mexico	Blvd. Agua Caliente 4558 Piso 11 Ofic. Torres de Agua Caliente 1105		August 5, 2013
Jack Chen	Director	Pacific Telescope Corp.	Unit160, 11880 Hammersmith Way, Richmond, BC, Canada		May 23, 2013

*Confidential Treatment Requested*

Name	Title	Employer	Business Address	Home Address	Earliest Date on Which Person Become Privy to Information About Transaction
James Chiu	V.P. Sales	Ningbo Sunny Electronic Co., Ltd.	No. 199 Anshan Road, Chengong New Area, Yu Yao, Jiangsu, China		May 23, 2013
Ryan Choate	Audit Senior Manager	Windes & McClaughry Accountancy Corporation	111 W. Ocean Blvd 22 <sup>nd</sup> Floor Long Beach, CA 90802		July 31, 2013
Shen Chong	President	Abacus Translation Services	401 N. Garfield Ave #1 Alhambra, CA 91801		August 5, 2013
Farha Chowdry	Associate	Sheppard Mullin Richter & Hampton LLP	379 Lytton Ave Palo Alto, CA 94301		June 4, 2013
Carrie Chung	Audit Manager	Windes & McClaughry Accountancy Corporation	111 W. Ocean Blvd 22 <sup>nd</sup> Floor Long Beach, CA 90802		July 31, 2013
Will Chuchawat	Partner	Sheppard Mullin Richter & Hampton LLP	333 South Hope Street, 43rd Floor Los Angeles, CA 90071		May 24, 2013
Paul Cowie	Partner	Sheppard Mullin Richter & Hampton LLP	379 Lytton Ave Palo Alto, CA 94301		June 14, 2013
Christopher G. Dorman	Attorney	Phillips Lytle LLP	620 Eighth Avenue New York, NY 10018		July 1, 2013
Rachael Franklin	Executive Assistant	Windes & McClaughry Accountancy Corporation	18201 Von Karman Ave. Suite 1060 Irvine, CA 92612		July 31, 2013
Keith Gercken	Partner	Sheppard Mullin Richter &	17th Floor Four Embarcadero		June 5, 2013

*Confidential Treatment Requested*

Name	Title	Employer	Business Address	Home Address	Earliest Date on Which Person Become Privy to Information About Transaction
		Hampton LLP	Center San Francisco, CA 94111		
Ben Hauck	V.P. Domestic Sales	Celestron	2835 Columbia Street, Torrance, CA 90503 USA		July 16, 2013
Salvador Hernandez	Partner	Baker Tilly Mexico	Ejército Nacional 7695 E 7 Ciudad Juarez, Chih.		August 2, 2013
Keith Higgins	Support Staff	Windes & McClaghry Accountancy Corporation	111 W. Ocean Blvd 22 <sup>nd</sup> Floor Long Beach, CA 90802		July 31, 2013
Brent Horstman	Partner	Sheppard Mullin Richter & Hampton LLP	333 South Hope Street, 43rd Floor Los Angeles, CA 90071		June 30, 2013
Laurence Huen	Consultant	Laurence Huen	Unit 115, 11960 Hammersmith Way, Richmond, BC, Canada		May 23, 2013
Susan Hwang	Special Counsel	Sheppard Mullin Richter & Hampton LLP	333 South Hope Street, 43rd Floor Los Angeles, CA 90071		June 16, 2013
Eric Kopit	Director of Product Development	Celestron	2835 Columbia Street, Torrance, CA 90503 USA		July 15, 2013
Thomas Lauria	Sr. Vice President	Rosenthal & Rosenthal	1370 Broadway NY, NY 10018		April 18, 2013
Corey Lee	SVP Product Development	Celestron	2835 Columbia Street, Torrance, CA 90503 USA		June 6, 2013

*Confidential Treatment Requested*

Name	Title	Employer	Business Address	Home Address	Earliest Date on Which Person Become Privy to Information About Transaction
Samuel Leung	First Vice President	East West Bank	135 N. Los Robles Ave, Pasadena, CA 91101		June 17, 2013
Malika Levarlet	Associate	Sheppard Mullin Richter & Hampton LLP	1300 I Street, N.W. 11th Floor East Washington, D.C. 20005		June 4, 2013
Lauren Lewis	Associate	Sheppard Mullin Richter & Hampton LLP	379 Lytton Ave. Palo Alto, CA 94301		July 5, 2013
Amy Lo	Vice President	East West Bank	135 N. Los Robles Ave, Pasadena, CA 91101		June 28, 2013
Joseph Lupica	Consultant	Lupica Consulting Services	16461 Ladona Circle Huntington Beach, CA, 92649 USA		May 23, 2013
Robert L. Magielnicki	Partner	Sheppard Mullin Richter & Hampton LLP	1300 I Street, N.W. 11th Floor East Washington, D.C. 20005		June 4, 2013
Thad McBride	Partner	Sheppard Mullin Richter & Hampton LLP	1300 I Street NW Washington, DC 20005		June 6, 2013
Sean McFerson	Tax Partner	Windes & McClaughry Accountancy Corporation	111 W. Ocean Blvd 22nd Floor		August 8, 2013
Edgar Mercado	Audit Senior Accountant	Windes & McClaughry Accountancy Corporation	111 W. Ocean Blvd 22 <sup>nd</sup> Floor Long Beach, CA 90802		July 31, 2013
Michelle Meskill	Marketing Manager	Celestron	2835 Columbia Street, Torrance,		July 15, 2013

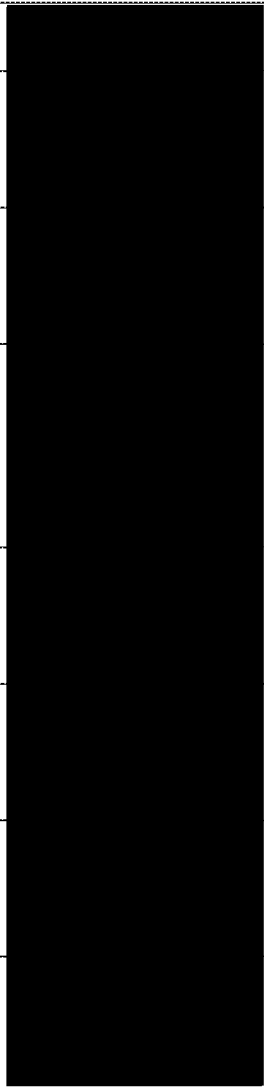
*Confidential Treatment Requested*

Name	Title	Employer	Business Address	Home Address	Earliest Date on Which Person Become Privy to Information About Transaction
			CA 90503 USA		
Marilyn T. Newmark	Secretary	Phillips Lytle LLP	620 Eighth Avenue New York, NY 10018		July 1, 2013
Peter Ni	President	Ningbo Sunny Electronic Co., Ltd.	No. 199 Anshan Road, Chengong New Area, Yu Yao, Jiangsu, China		May 23, 2013
James Occhiogrosso	Exec. Vice President	Rosenthal & Rosenthal	1370 Broadway NY, NY 10018		April 18, 2013
Kerry O'Neill	Associate	Sheppard Mullin Richter & Hampton LLP	30 Rockefeller Plaza, 39th Floor New York, NY 10112		June 16, 2013
Nika B. Palama	Associate	Sheppard Mullin Richter & Hampton LLP	70 W. Madison St., Fl. 48, Chicago, IL 60602		June 14, 2013
JeAnne Reyes	Summer Associate	Sheppard Mullin Richter Hampton, LLP until July 26, 2013	379 Lytton Ave. Palo Alto, CA 94301		June 21, 2013
Paul Roth	CFO	Celestron	2835 Columbia Street, Torrance, CA 90503 USA		June 6, 2013
Ron Ryland	Partner	Sheppard Mullin Richter & Hampton LLP	70 W. Madison St., Fl. 48, Chicago, IL 60602		July 15, 2013
Jason Schendel	Partner	Sheppard Mullin Richter & Hampton LLP	379 Lytton Ave. Palo Alto, CA 94301		June 4, 2013
Lyle	Audit Partner	Windes &	18201 Von		July 31, 2013

*Confidential Treatment Requested*

Name	Title	Employer	Business Address	Home Address	Earliest Date on Which Person Become Privy to Information About Transaction
Scheppele		McClaughry Accountancy Corporation	Karman Ave. Suite 1060 Irvine, CA 92612		
David Shen	President	Suzhou Synta Optical Technology Co., Ltd.	No.65, Yushan Road, New District, Suzhou, Jiangsu, China		May 23, 2013
Sylvia Shen	Director	Pacific Telescope Corp.	Unit 160, 11880 Hammersmith Way, Richmond, BC, Canada		May 23, 2013
Jung Son	Partner	Sheppard Mullin Richter & Hampton LLP	379 Lytton Ave. Palo Alto, CA 94301		June 5, 2013
Rajesh Sood	Managing Director	FocalPoint Securities, LLC	11150 Santa Monica Blvd, Suite 1550 Los Angeles, CA 90025		May 24, 2013
John Stigi	Partner	Sheppard Mullin Richter & Hampton LLP	1901 Avenue of the Stars, 16th Fl. Los Angeles, CA 90067		June 30, 2013
Duane Stullich	Managing Director	FocalPoint Securities, LLC	11150 Santa Monica Blvd, Suite 1550 Los Angeles, CA 90025		May 24, 2013
Anup Suresh	Attorney	Sheppard Mullin Richter & Hampton LLP	379 Lytton Ave., Palo Alto, CA 94301		August 5, 2013
Cindy Tan	Vice President	East West Bank	135 N. Los Robles Ave, Pasadena, CA 91101		June 28, 2013
John Tishler	Partner	Sheppard Mullin Richter &	12275 El Camino Real, Suite 200, San		May 25, 2013

*Confidential Treatment Requested*

Name	Title	Employer	Business Address	Home Address	Earliest Date on Which Person Become Privy to Information About Transaction
		Hampton LLP	Diego, CA 92130		
Joey Tongson	Legal Assistant	Sheppard Mullin Richter & Hampton LLP	379 Lytton Ave. Palo Alto, CA 94301		June 19, 2013
Cynthia Whitaker	Legal Assistant	Sheppard Mullin Richter & Hampton LLP	379 Lytton Ave. Palo Alto, CA 94301		June 17, 2013
Carol Xu	Intern	Sheppard Mullin Richter & Hampton LLP	26th Floor, Wheelock Square, 1717 Nanjing Road West, Shanghai, China		May 24, 2013
Bessie Yin	First Vice President	East West Bank	135 N. Los Robles Ave, Pasadena, CA 91101		June 28, 2013
Joey Zhuang	Paralegal	Sheppard Mullin Richter & Hampton LLP	15th Floor, China World Tower 1, Beijing, China		June 24, 2013
James Zimmerman	Partner	Sheppard Mullin Richter & Hampton LLP	15th Floor, China World Tower 1, Beijing, China		June 24, 2013
Elizabeth Zukley	Office Administrator	Sheppard Mullin	70 W. Madison St., Fl. 48, Chicago, IL 60602		July 2, 2013



**EXHIBIT B**

The following is a detailed chronology setting forth the dates and descriptions of all significant meetings, communications, events, and developments leading up to the corporate disclosure.

On May 17, 2013, MEAD signed an Agreement and Plan of Merger ("JOC Merger Agreement") with a wholly-owned subsidiary of Jinghua Optics and JOC North America LLC ("JOC"). JOC and MEAD issued a press release announcing the execution of the JOC Merger Agreement on the afternoon of May 17, 2013. **Following such public announcement of the JOC Merger Agreement, Ningbo Sunny Electronic Co., Ltd. (the "Ningbo") and its affiliates began considering a potential strategic transaction with MEAD.**

After a number of discussions with its consultants and advisors, including Ningbo's outside legal counsel, Sheppard Mullin Richter & Hampton, LLP ("SMRH"), Ningbo determined to submit an unsolicited offer to acquire MEAD. On June 11, 2013, SMRH, on behalf of Ningbo, delivered to MEAD a non-binding indication of interest which indicated that Ningbo or its wholly-owned subsidiary would purchase all of the outstanding MEAD common stock for the aggregate purchase price of \$5,500,000 (or \$4.21 per share) pursuant to a merger agreement on substantially the same terms as the JOC Merger Agreement.

After receipt of Ningbo's unsolicited indication of interest on June 11, 2013, the MEAD Board of Directors (the "MEAD Board") held a special meeting. The MEAD Board determined that the proposal from Ningbo would reasonably be expected to result in or lead to a proposal superior to the JOC Merger Agreement and authorized MEAD's management to engage in negotiations and discussions with Ningbo in compliance with the terms of the JOC Merger Agreement.

On June 12, 2013, as required by the terms of the JOC Merger Agreement, MEAD notified JOC of Ningbo's proposal and provided JOC with a copy of the proposal. On June 13, 2013, Ningbo signed a confidentiality agreement with MEAD, and on June 14, 2013, MEAD first provided Ningbo and SMRH with access to due diligence materials regarding MEAD through a virtual data room.

On June 18, 2013, the MEAD Board held a special meeting and discussed with MEAD's outside legal counsel, O'Neil LLP ("O'Neil"), the preparation of the first draft of the merger agreement with Ningbo. Also on June 18, 2013, Mr. Joseph Lupica resigned as President and CEO of Celestron and, thereafter, began providing consulting services to Ningbo in connection with the transaction.

On June 21, 2013, MIT Capital, Inc. ("MITC") commenced a tender offer ("MITC Tender Offer") to purchase the outstanding shares of MEAD common stock for a purchase price of \$3.65 per share. Also on June 21, 2013, the MEAD Board held a special meeting. The MEAD Board first discussed the initial draft of the merger agreement with Ningbo prepared by O'Neil, which had been sent to the MEAD Board prior to the meeting. Next, the MEAD Board discussed the MITC Tender Offer. The MEAD Board concluded that, although the price in the MITC Tender Offer was \$0.20 higher than the price in the JOC Merger Agreement, the MITC

*Confidential Treatment Requested*

Tender Offer was subject to many conditions and tentatively concluded not to make any recommendation regarding the MITC Tender Offer. Instead, the MEAD Board directed MEAD's management to release a "stop, look and listen" press release urging MEAD's stockholders not to accept or reject the MITC Tender Offer until MEAD had filed with the Securities and Exchange Commission a solicitation/recommendation statement as to whether MEAD recommends acceptance or rejection of the MITC Tender Offer, expresses no opinion, or is unable to take a position.

On June 22, 2013, O'Neil delivered a first draft of an Agreement and Plan of Merger (the "Merger Agreement") to SMRH. Between June 22 and June 28, 2013, O'Neil and SMRH engaged in a number of discussions regarding the terms of the Merger Agreement. On June 28, 2013, SMRH delivered a revised draft of the Merger Agreement to O'Neil, which O'Neil forwarded to the MEAD Board and management.

Also on June 28, 2013, Mr. Peter Ni, an affiliate of Ningbo, caused Sunny Optics, Inc. (the "Buyer") and Sunny Optics Merger Sub, Inc. ("Merger Sub") to be formed in the State of Delaware, both of which were formed in connection with the Merger Agreement and the transactions contemplated thereby. Mr. Ni is the sole stockholder of Buyer and Buyer is the sole stockholder of Merger Sub. In addition, Mr. Ni is also the sole director and sole officer of both Buyer and Merger Sub.

On July 2, 2013, the MEAD Board held a special meeting. The MEAD Board again discussed the terms of the MITC Tender Offer. The MEAD Board concluded that the previously executed JOC Merger Agreement was superior to the conditional MITC Tender Offer.

On July 3, 2013, the MEAD Board held a special meeting. The MEAD Board reviewed the terms of the Merger Agreement and the other aspects of Ningbo's proposal. The MEAD Board then determined in good faith that Ningbo's proposal was superior to the JOC Merger Agreement. Consequently, the MEAD Board directed MEAD's management to provide JOC five business days prior written notice of MEAD's intention to accept Ningbo's proposal, all as required under the JOC Merger Agreement. On July 5, 2013, MEAD filed with the SEC a solicitation/recommendation statement on Schedule 14D-9 recommending that MEAD's stockholders reject the MITC Tender Offer. On July 5, 2013, Ningbo provided a revised proposal to MEAD. On July 5, 2013, MEAD provided JOC five business days prior written notice of MEAD's intention to accept Ningbo's proposal, all as required under the JOC Merger Agreement. On July 11, 2013, JOC notified MEAD that JOC would not be increasing its offer to acquire MEAD and JOC waived the remainder of the five business day notice period required under the JOC Merger Agreement.

On July 16, 2013, Buyer and Merger Sub signed the Merger Agreement with MEAD and MEAD terminated the JOC Merger Agreement. Also on July 16, 2013, Buyer entered into a Note Purchase Agreement with MEAD. Pursuant to the Note Purchase Agreement, Buyer loaned MEAD \$250,000, all of which was used to pay the \$250,000 termination fee payable by MEAD to JOC pursuant to the JOC Merger Agreement. In addition, the executive officers of MEAD entered into a voting agreement with Buyer. MEAD and Ningbo issued a joint press release announcing the merger on the afternoon of July 16, 2013.

*Confidential Treatment Requested*

Below are specific responses to items B.1-B.6 of your Request:

1. As described above, the initial contact between Ningbo and MEAD regarding a potential business combination involving the two companies occurred on June 11, 2013 when Ningbo delivered an unsolicited non-binding indication of interest to MEAD.
2. Ningbo did not use an investment banker in connection with this transaction.
3. As noted above, pricing was discussed and terms were contemplated by Ningbo after the May 17, 2013 announcement of the JOC Merger Agreement, however, pricing and terms of the transaction were not discussed with MEAD until after Ningbo delivered the unsolicited non-binding indication of interest on June 11, 2013.
4. As described above, the preliminary due diligence began on June 14, 2013. Due diligence continued until the corporate disclosure.
5. As described above, Ningbo executed a Nondisclosure Agreement with MEAD on June 13, 2013.
6. Ningbo was first apprised of the proposed business combination with MEAD on or about May 23, 2013, following the announcement of the JOC Merger Agreement. The Board of Directors of Buyer formally approved the transaction by Action by Written Consent by Sole Director on July 16, 2013.

*Confidential Treatment Requested*

**EXHIBIT C-1**

**SUNNY OPTICS, INC. AND SUNNY OPTICS MERGER SUB, INC. BOARD AND  
STOCKHOLDER MINUTES**

**ACTION BY WRITTEN CONSENT OF THE SOLE DIRECTOR  
OF  
SUNNY OPTICS, INC.**

July 16, 2013

The undersigned, constituting the sole member of the Board of Directors (the "Board") of Sunny Optics, Inc., a Delaware corporation (the "Company"), hereby consents in writing to the adoption of the following resolutions, pursuant to Section 141(f) of the Delaware General Corporation Law (the "DGCL"):

**A. AGREEMENT AND PLAN OF MERGER**

**WHEREAS**, the Board has been presented with and has carefully reviewed the Agreement and Plan of Merger, substantially in the form attached hereto as Exhibit A (the "Sunny Merger Agreement"), by and among Meade Instruments Corp., a Delaware corporation ("Meade"), the Company, and Sunny Optics Merger Sub, Inc., a Delaware corporation (the "Merger Sub"), pursuant to which Merger Sub will merge with and into Meade, with Meade surviving as a wholly owned subsidiary of the Company (the "Merger");

**WHEREAS**, in connection with the Merger, Merger Sub was created as a wholly owned subsidiary of the Company, with the Company being the sole stockholder of Merger Sub;

**WHEREAS**, after due consideration and deliberation, the undersigned has determined that entering into the Sunny Merger Agreement and the transactions contemplated by the Sunny Merger Agreement, including the Merger, is fair to, and in the best interests of, the Company and its sole stockholder;

**WHEREAS**, after due consideration and deliberation, the undersigned has determined that the creation of Merger Sub as a wholly owned subsidiary of the Company, is fair to, and in the best interest of, the Company and its sole stockholder;

**WHEREAS**, after due consideration and deliberation, the undersigned has determined that entering into all other agreements and documents to be executed by the Company in connection with the Sunny Merger Agreement, including the Voting Agreement, in substantially the form attached hereto as Exhibit B (collectively, with such other agreements and documents are referred to herein as the "Merger Transaction Documents"), and performance of the transactions contemplated thereby, are fair to, and in the best interests of, the Company and its sole stockholder; and

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the terms and conditions of the Sunny Merger Agreement, the Merger and the Merger Transaction Documents, the consummation of the transactions contemplated thereby, the performance by the Company of its obligations thereunder and the compliance by the Company with the terms and conditions thereof be, and they hereby are, in all respects adopted, approved, ratified and confirmed;

SMRH:409301049.3

**RESOLVED, FURTHER**, that the officers of the Company are hereby authorized and directed to execute and deliver on behalf of the Company the Sunny Merger Agreement and the Merger Transaction Documents, to make such changes and amendments to such agreements as they may deem necessary or appropriate (the Board's approval of such changes and amendments shall be evidenced by the execution and delivery of the respective document by any such officer) and thereafter to cause the Company to perform all of its obligations and duties with respect to such agreements;

**RESOLVED, FURTHER**, that the officers of the Company are hereby authorized and directed to solicit Peter Ni, as sole stockholder of the Company, for his approval of the Merger, the Sunny Merger Agreement and the Merger Transaction Documents;

**RESOLVED, FURTHER**, that the prior actions by the officers of the Company in connection with the creation of the Merger Sub, the Merger, the Sunny Merger Agreement and the Merger Transaction Documents are hereby approved, adopted and ratified in all respects; and

**RESOLVED, FURTHER**, that the officers of the Company are hereby authorized and directed to execute and deliver all documents, file all certificates and notifications with appropriate federal, state and local authorities and take such additional actions as may be necessary or appropriate to carry out the intent of the foregoing resolutions.

**B. APPROVAL OF SECURED CONVERTIBLE PROMISSORY NOTE FINANCING**

**WHEREAS**, Meade, JOC North America LLC ("JOC") and JOCNA Inc. entered into an Agreement and Plan of Merger dated May 17, 2013 (the "JOC Merger Agreement" and, together with the Sunny Merger Agreement, the "Merger Agreements"). In connection with the execution of the Sunny Merger Agreement, Meade will become obligated to pay JOC a \$250,000 termination fee (the "Termination Fee") pursuant to the terms of the JOC Merger Agreement;

**WHEREAS**, the Company has agreed to loan up to an additional aggregate principal amount of \$500,000 (in two additional tranches) to Meade upon the occurrence of a delay in the closing of the Merger caused in connection with an Antitrust Proceeding or an Antitrust Order (as those terms are defined in the Sunny Merger Agreement);

**WHEREAS**, in the judgment of the Board, it is deemed to be in the best interests of the Company and its sole stockholder that the Company loan up to an aggregate of \$750,000 of capital to Meade (the "Bridge Financing") pursuant to the terms of that certain Secured Convertible Note Purchase Agreement (the "Note Purchase Agreement"), such loan amounts to be evidenced by Secured Convertible Promissory Notes (the "Notes") and to be secured by the assets of Meade pursuant to the terms of the Security Agreement (the "Security Agreement");

**WHEREAS**, the Note Purchase Agreement, the Notes and Security Agreement (collectively, the "Bridge Agreements"), are substantially in the forms attached hereto as Exhibits C, D, E, F and G respectively; and

**WHEREAS**, the Board has determined that the Bridge Financing is just and reasonable to the Company and its sole stockholder.

**NOW, THEREFORE, BE IT RESOLVED**, that the form, terms and provisions of the Bridge Agreements be, and the same hereby are, adopted and approved;

**RESOLVED FURTHER**, that the form, terms and provisions of the Notes to be issued to Meade, be, and they hereby are, adopted and approved;

**RESOLVED FURTHER**, that the proper officers of the Company be, and each of them hereby is, authorized and directed to negotiate, execute and deliver, in the name and on behalf of the Company, the Bridge Agreements and the Notes, and any other related agreements and documents deemed necessary by the officers of the Company to effectuate the Bridge Financing (the "Bridge Transaction Documents"), in such number of counterparts as such officers shall deem advisable, and with such changes therein and additions thereto as may be approved by such officers (the execution thereof by such officers to be conclusive evidence of approval of any such changes or additions);

**RESOLVED FURTHER**, that the proper officers of the Company be, and they hereby are, authorized and directed to take all actions necessary and appropriate to deliver the Bridge Transaction Documents and any other related agreements and documents, and to perform the Company's obligations thereunder; and

**RESOLVED FURTHER**, that the proper officers of the Company, each with full power to act alone, be and each of them hereby is, authorized, directed and empowered, on behalf and in the name of the Company, to carry out and fully perform the terms and provisions of each document delivered pursuant to the foregoing resolutions, make all such arrangements, to do and perform all such acts and things, including, without limitation, soliciting appropriate consents or waivers from the sole stockholder (if applicable), and to execute and deliver all such instruments, documents, certificates and other documents as they may deem necessary or appropriate in order to effectuate fully the purpose of each and all of the foregoing resolutions and the transactions contemplated thereby (hereby ratifying and confirming any and all actions taken heretofore and hereafter by such officers to accomplish such purposes).

**C. INTERCREDITOR AND SUBORDINATION AGREEMENT**

**WHEREAS**, the Board has been presented with and carefully reviewed the Intercreditor and Subordination Agreement, substantially in the form attached hereto as Exhibit H (the "Subordination Agreement"), by and among Rosenthal & Rosenthal, Inc. ("Rosenthal"), the Company and Meade pursuant to which the parties wish to define their relative rights of payment of debt;

**WHEREAS**, Meade and Rosenthal are party to certain agreements, security agreements and other documents, which include the Financing Agreement dated December 28, 2012 by and between Meade and Rosenthal (the "Loan Agreement") as well as the Loan Documents (as such term is defined in the Loan Agreement), pursuant to which Rosenthal makes loans and provides other financial accommodations (the "Senior Loan") to Meade. All documents executed in connection with the Senior Loan, as the same may be amended from time to time, are hereinafter collectively referred to as the "Senior Creditor Documents";

**WHEREAS**, the Company intends to make one or more loans to Meade as contemplated in the Bridge Financing whereby Meade intends to issue Notes to the Company;

**WHEREAS**, in connection with the issuance of the Notes, Meade agrees and is obligated to make payments ("Subordinated Debt") to the Company pursuant to and as evidenced by the Notes;

**WHEREAS**, the Subordinated Debt is secured by the lien and security interest of the Company in the assets and property described in the, and granted pursuant to the Security Agreement contemplated in the Bridge Financing;

**WHEREAS**, after due consideration and deliberation, the undersigned has determined that entering into the Subordination Agreement and the transactions contemplated by the Subordination Agreement, is fair to, and in the best interests of, the Company and its sole stockholder;

**NOW, THEREFORE, BE IT RESOLVED**, that the form, terms and provisions of the Subordination Agreement be, and the same hereby are, adopted and approved;

**RESOLVED FURTHER**, that the proper officers of the Company be, and each of them hereby is, authorized and directed to negotiate, execute and deliver, in the name and on behalf of the Company, the Subordination Agreement, and any other related agreements and documents deemed necessary by the officers of the Company to effectuate the transaction, in such number of counterparts as such officers shall deem advisable, and with such changes therein and additions thereto as may be approved by such officers (the execution thereof by such officers to be conclusive evidence of approval of any such changes or additions); and

**RESOLVED FURTHER**, that the proper officers of the Company be, and they hereby are, authorized and directed to take all actions necessary and appropriate to deliver the Subordination Agreement and any other related agreements and documents, and to perform the Company's obligations thereunder.

**D. ESCROW AGREEMENT**

**WHEREAS**, the Board has been presented with and carefully reviewed the Escrow Agreement, substantially in the form attached hereto as Exhibit I (the "Escrow Agreement"), by and among Meade, the Company and JPMorgan Chase Bank, NA (the "Escrow Agent") pursuant to which the Company agrees to deposit with the Escrow Agent the sum of \$500,000 in connection with the Merger; and

**WHEREAS**, after due consideration and deliberation, the undersigned has determined that entering into the Escrow Agreement and the transactions contemplated by the Escrow Agreement, is fair to, and in the best interests of, the Company and its sole stockholder.

**NOW, THEREFORE, BE IT RESOLVED**, that the form, terms and provisions of the Escrow Agreement be, and the same hereby are, adopted and approved;



**RESOLVED FURTHER**, that the proper officers and authorized persons of the Company, including but not limited to, Peter Ni and Joseph A. Lupica, Jr., be, and each of them hereby is, authorized and directed to negotiate, execute and deliver, in the name and on behalf of the Company, the Escrow Agreement, and any other related agreements and documents deemed necessary by the officers or authorized persons of the Company to effectuate the transaction, in such number of counterparts as such officers or authorized persons shall deem advisable, and with such changes therein and additions thereto as may be approved by such officers or authorized persons (the execution thereof by such officers or authorized persons to be conclusive evidence of approval of any such changes or additions); and

**RESOLVED FURTHER**, that the proper officers and authorized persons named herein of the Company be, and they hereby are, authorized and directed to take all actions necessary and appropriate to deliver the Escrow Agreement and any other related agreements and documents, and to perform the Company's obligations thereunder.

**E. DEMAND PROMISSORY NOTE**

**WHEREAS**, the Board has been presented with and carefully reviewed the Demand Promissory Note, substantially in the form attached hereto as Exhibit J (the "Demand Note"), in which Peter Ni intends to loan the Company the principal amount of One Million Dollars (\$1,000,000.00);

**WHEREAS**, the Demand Note will be issued by the Company to Peter Ni upon Mr. Ni's loaning the Company the principal amount of One Million Dollars (\$1,000,000.00); and

**WHEREAS**, after due consideration and deliberation, the undersigned has determined that issuing the Demand Note, is fair to, and in the best interests of, the Company and its sole stockholder.

**NOW, THEREFORE, BE IT RESOLVED**, that the form, terms and provisions of the Demand Note be, and the same hereby are, adopted and approved;

**RESOLVED FURTHER**, that the proper officers of the Company, be, and each of them hereby is, authorized and directed to negotiate, execute and deliver, in the name and on behalf of the Company, the Demand Note, and any other related agreements and documents deemed necessary by the officers of the Company to effectuate the transaction, in such number of counterparts as such officers shall deem advisable, and with such changes therein and additions thereto as may be approved by such officers (the execution thereof by such officers to be conclusive evidence of approval of any such changes or additions); and

**RESOLVED FURTHER**, that the proper officers of the Company be, and they hereby are, authorized and directed to take all actions necessary and appropriate to deliver the Demand Note and any other related agreements and documents, and to perform the Company's obligations thereunder.

**F. APPOINTMENT OF AUTHORIZED SIGNATORY**

**WHEREAS**, the Board has determined that it is in the best interests of the Company to appoint Joseph A. Lupica, Jr. as an “Authorized Signatory” of the Company for the express purpose of executing and filing the following U.S. Securities and Exchange Commission documents: (i) the FORM ID – Uniform Application for Access Codes to File on EDGAR (the “FORM ID”) and (ii) the Schedule 13D disclosing the Company’s beneficial ownership of Meade (the “Schedule 13D”).

**NOW, THEREFORE, BE IT RESOLVED**, that Joseph A. Lupica, Jr. be, and is hereby is, appointed as Authorized Signatory of the Company, authorized on behalf of the Company to do or cause to be done all such acts or things, to pay all such fees and expenses, and to sign and deliver, or cause to be signed and delivered, each of the FORM ID and the Schedule 13D, and any such related documents, in the name and on behalf of the Company, as the case may be, or otherwise, as deemed by the Board to be necessary or advisable or convenient in order to carry out or perform the business of the Company.

**G. OMNIBUS RESOLUTIONS**

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that each of the officers of the Company is authorized and empowered to take such other actions and sign such other documents as may be necessary or advisable to carry out the intent and accomplish the purposes of the foregoing resolutions; and

**RESOLVED, FURTHER**, that the Company is hereby authorized and directed to pay any and all fees, costs and expenses arising in connection with any of the foregoing resolutions.

[Remainder of the Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this Action by Written Consent of the Sole Director as of the date first set forth above.

Director:



Peter Ni

SIGNATURE PAGE TO ACTION BY WRITTEN CONSENT OF THE SOLE DIRECTOR OF SUNNY OPTICS, INC.