

Registration No. _____

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM SB-2
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

SUPER VISION INTERNATIONAL, INC.
(Name of small business issuer in its charter)

<S>	<C>	<C>
Delaware	7389	59-3046866
(State or Jurisdiction of incorporation or organization)	(Primary standard industrial classification code number)	(I.R.S. employer I. D. number)

Super Vision International, Inc.
8210 Presidents Drive
Orlando, Florida 32809
(407) 857-9900

(Address and telephone number
of principal executive offices and
principal place of business)

Brett M. Kingstone, President
Super Vision International, Inc.
8210 Presidents Drive
Orlando, Florida 32809
(407) 857-9900

(Name, address and telephone number
of agent for service)

Copies to:

Suzan A. Abramson, Esquire
Katz, Kutter, Haigler, Alderman Bryant & Yon, P.A.
111 N. Orange Avenue, Suite 900
Orlando, Florida 32801
(407) 841-7100

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

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, check the following box. [X]

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 or 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 or the earlier effective registration statement for the same offering. []

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. []

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CALCULATION OF REGISTRATION FEE

<TABLE> <CAPTION>	Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee

<S>	<C>	<C>	<C>	<C>	<C>
Class A Common	249,480	\$ 5.53/(1)/	\$1,379,624.40	\$ 344.91	
Stock, \$.001 Par	28,918	\$ 5.53/(2)/	\$ 159,916.54	\$ 39.98	
Value	149,688	\$ 8.02/(2)/	\$1,200,497.80	\$ 300.12	
Total	428,086		\$2,740,038.70	\$ 685.01	

(1) Calculated solely for the purpose of determining the registration fee pursuant to Rule 457(c) under the Securities Act based upon the average of the high and low sales prices of our Class A Common Stock on November 15, 2001, as reported by the Nasdaq SmallCap Market.

(2) Reflects shares of Class A Common Stock issuable upon exercise of warrants. The proposed maximum offering price per share was calculated in accordance with Rule 457(g) under the Securities Act.

Pursuant to Rule 416, this Registration Statement includes such indeterminate number of additional shares as may be required for issuance upon the exercise of the warrants as a result of any adjustment in the number of shares issuable by reason of the anti-dilution provisions of the warrants.

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.

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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 we are not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

[SUBJECT TO COMPLETION - DATED NOVEMBER 20, 2001]

SUPER VISION INTERNATIONAL, INC.

428,086 SHARES OF CLASS A COMMON STOCK

The Super Vision International, Inc. stockholder listed in the table included in the "Selling Stockholder" section of this prospectus, which begins on page 32, is offering for sale all of the shares of our Class A Common Stock, par value \$.001 per share, covered by this prospectus. The 428,086 shares of Class A Common Stock covered by this prospectus include both outstanding shares and shares issuable pursuant to the exercise of warrants held by the selling stockholder. The selling stockholder must first exercise the warrants and acquire the underlying shares of Class A Common Stock before they can resell those shares under this prospectus.

The prices at which the selling stockholder may sell the shares will be determined by the prevailing market prices for the shares or in negotiated transactions. Super Vision will not receive any of the proceeds from the sale of the shares of Class A common stock by the selling stockholder. We will, however, receive an indeterminate amount of proceeds if all of the warrants issued to the selling stockholder are exercised.

We have two classes of common stock outstanding, Class A common stock and Class B common stock. The Class A common stock and Class B common stock are identical in all respects except that the Class B common stock has five votes per share while the Class A common stock has one vote per share. Further, the Class B common stock is convertible into Class A common stock on a share-for-share basis and has limited transferability.

INVESTMENT IN OUR CLASS A COMMON STOCK INVOLVES A HIGH DEGREE OF RISK. SEE "RISK FACTORS" BEGINNING ON PAGE 5.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

Trading in our Class A common stock is conducted on the Nasdaq SmallCap Market under the symbol "SUPVA". On November 15, 2001, the closing price of the Class A common stock on the Nasdaq SmallCap Market was \$5.60.

The date of this prospectus is _____, 2001.

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You should rely only on the information contained in this prospectus. We have not authorized anyone to provide you with information different from that contained in this prospectus. This prospectus constitutes an offer to sell or a solicitation to buy shares only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery or of any sale of Class A common stock.

ABOUT THIS PROSPECTUS AND WHERE YOU CAN FIND MORE INFORMATION

In this prospectus, unless the context otherwise requires, "Super Vision," "we," "our," "us," the "company" and similar expressions refer to Super Vision International, Inc., a Delaware corporation, and its subsidiary, but not to the selling stockholder identified under the caption "Selling Stockholder."

We file annual, quarterly and special reports, proxy statements and other information with the Securities and Exchange Commission, or the SEC. You may inspect and copy these materials at the public reference facilities maintained by the SEC at:

Judiciary Plaza	Citicorp Center
Room 1024	500 West Madison Street
450 Fifth Street, N.W.	Suite 1400
Washington, D.C. 20549	Chicago, Illinois 60661

You also may obtain copies of these materials from the SEC at prescribed rates by writing to the Public Reference Section of the SEC, 450 Fifth Street, N.W., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for more information on the operation of the public reference rooms. You also can find our SEC filings at the SEC's website at <http://www.sec.gov>.

We have filed with the SEC a registration statement on Form SB-2 under the Securities Act of 1933, as amended, or the Securities Act, with respect to the shares of Class A common stock offered in this prospectus. This prospectus is part of that registration statement and, as permitted by the SEC's rules, does not contain all of the information set forth in the registration statement. For further information about our common stock, and us, we refer you to those copies of contracts or other documents that have

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been filed as exhibits to the registration statement. Statements relating to such documents are qualified in all respects by such reference. You can review and copy the registration statement and its exhibits and schedules from the SEC at the addresses listed above or from its Internet site.

PROSPECTUS SUMMARY

This summary highlights certain information we present more fully in the rest of this prospectus. We encourage you to read the entire prospectus carefully.

Super Vision International, Inc.

We are a world leader in the design and manufacture of LED and fiber optic lighting products, signs and displays for applications in the signage, swimming pool, architectural, and retail industries. We derive our revenues primarily from sales of SIDE-GLOW(R) and END-GLOW(R) fiber optic lighting cables, and fiber optic lighting sources, accessories, endpoint signs and displays. We also design, market and sell fiber optically lit waterfalls and water features. We market and distribute our products primarily through a network of independent sales representatives and distributors.

Our SIDE-GLOW(R) fiber optic lighting cable utilizes a patented center core in the manufacturing process to produce a plastic cable which, used in conjunction with a halogen or metal-halide light source, emits light along its entire length. We market our SIDE-GLOW(R) cable as an alternative to neon lighting for indoor and outdoor architectural accents and large signs and displays. Our SIDE-GLOW(R) fiber optic lighting cable is flexible and easy to install, is not prone to the breakage associated with glass neon tubes and is energy efficient, providing significant savings in electrical costs. In addition, unlike neon, which remains a constant color, the light source for our fiber optic lighting cable makes the cable capable of changing color. While our fiber optic lighting products cannot yet achieve neon's level of brightness and are generally more costly to purchase and install, we believe the benefits of our SIDE-GLOW(R) cable outweigh these factors for a large segment of the current neon market.

During the first half of 2001, we introduced a new line of lighting products using LED technology for signs, safety/warning lamps, lighting strips, swimming pools and spas, architectural lighting, or wherever a small light source is required. Our FlexLED product was designed specifically for

illuminating channel letters.

Our "point-to-point" fiber optic lighting products employ fiber optic strands to create signs and other types of displays in virtually unlimited shapes, sizes, designs and colors using fiber optic end points to illuminate a logo or other image. These products have been incorporated in point of purchase signs, outdoor advertising, trade shows and interior displays by numerous theatres, restaurants, nightclubs, hotels and other businesses.

Super Vision was incorporated in Delaware in December 1993 and is the successor by merger to a Florida corporation of the same name which was incorporated in January 1991. Our principal executive offices are located at 8210 Presidents Drive, Orlando, Florida 32809, and our telephone number is (407) 857-9900.

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The Offering

Class A Common Stock Offered..... 428,086 shares/(1)/

Class A Common Stock Outstanding as of
September 30, 2001..... 2,082,610 shares/(2)/

NASDAQ SmallCap Symbol..... Class A Common Stock SUPVA

/(1)/ Of the shares of Class A common stock being offered by the selling stockholder, an aggregate of 178,606 shares are subject to warrants under which we will receive an indeterminate amount of proceeds if all of the warrants are exercised in full.

/(2)/ Does not include an aggregate of 438,875 shares issuable upon the exercise of warrants. There can be no assurance that any such warrants will be exercised. Does not include (i) 450,000 shares issuable upon the exercise of options granted or available for grant under the Company's 1994 Stock Option Plan, as amended and restated or (ii) 483,264 shares of Class B common stock automatically convertible into an equivalent number of shares of Class A common stock upon the sale or transfer of the Class B shares.

Summary Consolidated Financial Data

The following table sets forth our summary consolidated financial data. This table does not represent all of our financial information. You should read this information together with our financial statements and the notes to those statements beginning on page F-1 of this prospectus and the information under "Management's Discussion and Analysis of Financial Condition and Results of Operations." Historical results are not necessarily indicative of future results.

Statement of Operations Data

<TABLE>
<CAPTION>

	Year Ended December 31,		Nine Months Ended September 30,	
	2000	1999	2001	2000
	----	----	----	----
			(unaudited)	(unaudited)
<S>	<C>	<C>	<C>	<C>
Revenues	\$ 11,654,167	\$ 9,809,260	\$8,786,708	\$7,648,531
Costs and expenses	(11,696,267)	(9,849,860)	9,268,486	7,857,323
Net loss	(259,211)	(355,741)	(698,842)	(333,902)
Net loss per common share	(0.10)	(0.14)	(0.27)	(0.13)

Balance Sheet Data:

<TABLE>
<CAPTION>

	December 31, 2000	September 30, 2001
	-----	-----
		(unaudited)
<S>	<C>	<C>
Working Capital	\$ 6,010,293	\$ 5,584,301
Total Assets	12,511,760	11,653,555
Total Liabilities	4,558,622	4,336,068
Stockholders' equity	7,953,138	7,317,487

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RISK FACTORS

Any investment in our Class A common stock involves a high degree of risk. You should carefully consider the following risks relating to our business and our Class A common stock, together with the other information described elsewhere in this prospectus. If any of the following risks actually occur, our business could be materially affected, the trading price of our Class A common stock could decline, and you might lose all or part of your investment. The risks and uncertainties described below are, however, not the only ones facing us. Additional risks and uncertainties not currently known to us or that we currently consider immaterial may also impair our operations.

We Have a History of Operating Losses and May Not be Able to Operate Profitably

We have experienced annual losses of (\$259,211), (\$355,741) and

(\$1,541,478) for each of the years ended December 31, 2000, 1999 and 1998, respectively. Our net loss for the nine months ended September 30, 2001 was (\$698,842). Our company faces significant challenges in order to reach profitability. Some of these challenges are discussed in detail in these Risk Factors. In order for our company to be successful and to grow, we will need to successfully address these challenges. Most of our expenses are fixed in nature, and we generally are unable to reduce our expenses significantly in the short-term to compensate for any unexpected delay or decrease in anticipated revenues. As a result, we may continue to experience losses on a quarterly or annual basis, which could cause the market price of our Class A common stock to decline.

General Economic and Industry Conditions May Effect Our Business

Any general economic, business or industry conditions that cause customers or potential customers to reduce or delay their purchases of lighting products, signs or displays could have a material adverse effect on our business, prospects and financial performance. Worldwide economic conditions could have an effect on the demand for our products and could result in declining revenue and earnings. The U.S. economy has been softening since the end of 2000. If this trend continues, as appears likely, we may experience difficulties collecting accounts receivable, sales and demand for our products may decrease, and our operating results will probably suffer.

Our Quarterly Operating Results Fluctuate as a Result of Many Factors

Our quarterly revenues and operating results have fluctuated and are likely to continue to vary from quarter to quarter due to a number of factors, many of which are not within our control. Factors that could affect our revenues include, among others, the following:

- . competitive factors, such as competitive pricing pressure and the potential introduction of new products by competitors;
- . manufacturing factors, including constraints in our manufacturing and assembly operations and shortages or increases in the prices of raw materials and components;
- . sales and distribution factors, such as changes in product mix or distribution channels resulting in lower margins, increases in sales and marketing expenses, the loss of a significant distributor or sales representative, and seasonality of sales;
- . product development and introduction problems, such as increased research, development and marketing expenses associated with new product introductions, delays in the introduction of new products and technologies, and adverse effects on sales of existing products;
- . our ability to control costs, including levels of expenses relative to revenue levels;

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- . our ability to develop, introduce, market and gain market acceptance of new products and product enhancements in a timely manner;
- . the size, timing, rescheduling or cancellation of significant customer orders;
- . changes in our pricing policies and the pricing policies of our suppliers and competitors, pricing concessions on volume sales, as well as increased price competition in general;
- . our success in expanding and implementing our sales and marketing programs;
- . our relatively small level of backlog at any given time;
- . the mix of sales among our products;
- . deferrals of customer orders in anticipation of new products, or product enhancements;
- . risks and uncertainties associated with our international business;
- . expenses that may be incurred in litigation;
- . personnel changes;
- . currency fluctuations and our ability to get currency out of certain foreign countries; and
- . general economic and market conditions, including housing market trends, interest rates and the weather.

In addition, our sales in any quarter may consist of a relatively small number of large customer orders. As a result, the timing of a small number of orders may impact our quarter-to-quarter results. The loss of, or a substantial reduction in, orders from any significant customer could seriously harm our business, financial condition and results of operations.

Our quarterly operating results are also substantially affected by the market's acceptance of our products and the level and timing of orders received. Significant portions of our expenses are relatively fixed in advance based upon our forecasts of future sales. If sales fall below expectations in any given quarter, our operating results will be adversely affected. In addition, certain product development and marketing expenditures may vary significantly from

quarter to quarter and are made well in advance of potential resulting revenue.

Due to all of the factors listed above and other risks discussed in this prospectus, our future operating results could be below the expectations of securities analysts or investors. If that happens, the trading price of our Class A common stock could decline. As a result of these quarterly variations, you should not rely on quarter-to-quarter comparisons of our operating results as an indication of our future performance.

If Fiber Optic Lighting Products Do Not Gain Wider Market Acceptance Our Business and Financial Performance May Suffer

We derive our net sales and income primarily from selling SIDE-GLOW(R) and END GLOW(R) fiber optic cables, light sources, lighting accessories, endpoint signs and displays, and fiber optically lit waterfalls and water features. Our fiber optic lighting products compete with traditional lighting technologies such as neon and florescent lighting. Traditional lighting technologies have the advantage of a long history of market acceptance and familiarity as compared to our products. The initial purchase price of our fiber optic lighting products is typically higher than conventional lighting, and our products tend to be less bright than conventional alternatives. Our continued success will depend upon increased acceptance of fiber optic lighting products as an alternative to neon and other traditional lighting technologies. Our future results are dependent upon continued growth of the fiber optic lighting market.

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As part of our sales and marketing strategy, we actively seek to educate our target markets as to the advantages of fiber optic lighting systems. We believe that achievement of this objective is critical to our future success. Fiber optic lighting products may not continue to gain market share within the overall lighting market or competitors may introduce better lighting technologies, displacing fiber optic lighting products in the market. As a growth company, either of these occurrences could have a material adverse effect on our business, results of operations, and the value of our securities.

Our Sales are Dependent Upon New Construction Levels and are Subject to Seasonal Trends

Sales of our lighting products depend significantly upon the level of new building construction and renovation. Construction levels are affected by housing market trends, interest rates and the weather. Sales of our pool and spa lighting products depend substantially upon the level of new pool construction. Because of the seasonality of construction, our sales of swimming pool and lighting products, and thus our overall revenues and income, have tended to be significantly lower in the first quarter of each year. Various economic and other trends may alter these seasonal trends from year to year, and we cannot predict the extent to which these seasonal trends will continue.

Our Future Success Depends on the Successful Development and Market Acceptance of New Products.

We believe our revenue growth and future operating results will depend in part on our ability to complete development of new products and enhancements to existing products, introduce these products in a timely, cost-effective manner, achieve broad market acceptance of these products and enhancements, and reduce our product costs. We may not be able to introduce any new products or any enhancements to our existing products on a timely basis, or at all. In addition, the introduction of any new products could adversely affect the sales of certain of our existing products. Market acceptance of our new products depends upon many factors, including our ability to accurately predict market requirements and evolving industry standards, our ability to resolve technical challenges in a timely and cost-effective manner and achieve manufacturing efficiencies, the perceived advantages of our new products over traditional products, and the marketing capabilities of our independent distributors and strategic partners.

We Have Significant International Sales and Are Subject to Risks Associated with Operating in International Markets

International product sales represented approximately 17% of our total revenues for the year ended December 31, 2000 and approximately 26% for the year ended December 31, 1999. We believe our international distributors are better able to service international markets due to their understanding of local market conditions and best business practices. International business operations are subject to inherent risks, including, among others:

- . unexpected changes in regulatory requirements, tariffs and other trade barriers or restrictions;
- . longer accounts receivable payment cycles;
- . difficulties in managing and staffing international operations;
- . potentially adverse tax consequences;
- . the burdens of compliance with a wide variety of foreign laws;
- . import and export license requirements and restrictions of the United States and each other country in which we operate;
- . exposure to different legal standards and reduced protection for intellectual property rights in some countries;

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- . currency fluctuations and restrictions; and

. political, social and economic instability.

Any of these factors may adversely effect our future international sales and, consequently, our business and operating results. Furthermore, as we increase our international sales, our total revenues may also be affected to a greater extent by seasonal fluctuations resulting from lower sales that typically occur during the summer months in Europe and other parts of the world.

We believe that international sales will continue to represent a significant portion of our revenues, and that continued growth and profitability may require further expansion of our international operations. Many of our international sales are currently denominated in U.S. dollars. As a result, an increase in the relative value of the dollar could make our products more expensive and potentially less price competitive in international markets. We do not engage in any transactions as a hedge against risks of loss due to foreign currency fluctuations.

Competition is Increasing In a Number of Our Markets

The lighting industry is highly competitive. Our product lines span major segments within the lighting industry and, accordingly, our products compete in a number of different markets with a number of different competitors. We compete with independent distributors, importers, manufacturers, and suppliers of lighting fixtures and other consumer products. Our competitors include some very large and well-established companies. Many of our competitors have far greater name recognition and greater financial, technological, marketing and customer service resources than we do. This may allow them to respond more quickly to new or emerging technologies and changes in customer requirements. It may also allow them to devote greater resources to the development, promotion, sale and support of their products than we can. Our competitors market products that compete with our products on the basis of price and other factors. Some of these competitors do not maintain warehouse operations or do not perform all of the services we provide, which requires us to charge higher prices. The relatively low barriers to entry into the lighting industry and the limited proprietary nature of many lighting products also permit new competitors to enter the industry easily. Our ability to compete successfully in this highly competitive market depends upon our ability to manufacture and purchase quality components on favorable terms, ensure our products meet safety standards, deliver our products promptly at competitive prices, and provide a wide range of services. We anticipate that any future growth in fiber optic lighting will be accompanied by continuing increases in competition. Increased competition is likely to result in price reductions, reduced gross margins and loss of market share, any of which could seriously harm our business, financial condition and results of operations.

We May Not be Able to Adequately Protect or Enforce Our Intellectual Property Rights

We consider our technology and procedures proprietary. If we are not able to adequately protect or enforce the proprietary aspects of our technology, competitors could be able to access our proprietary technology and our business, financial condition and results of operations could be harmed. We currently attempt to protect our technology through a combination of patent, copyright, trademark and trade secret laws, employee and third party nondisclosure agreements and similar means. Despite our efforts, other parties may attempt to disclose, obtain or use our technologies. Our competitors may also be able to independently develop products that are substantially equivalent or superior to our products or design around our patents. In addition, the laws of some foreign countries do not protect our proprietary rights as fully as do the laws of the United States. As a result, we may not be able to protect our proprietary rights adequately in the United States or abroad.

We may receive notices that claim we have infringed upon the intellectual property of others. Even if these claims are not valid, they could subject us to significant costs. We have engaged in litigation in the past, and litigation may be necessary in the future to enforce our intellectual property rights or to determine the validity and scope of the proprietary rights of others. Litigation may also be necessary to defend against claims of infringement or invalidity by others. An adverse outcome in litigation or any similar proceedings could subject us to significant liabilities to third parties, require us to license disputed

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rights from others or require us to cease marketing or using certain products or technologies. We may not be able to obtain any licenses on terms acceptable to us, or at all. We also may have to indemnify certain customers or strategic partners if it is determined that we have infringed upon or misappropriated another party's intellectual property. Any of these results could adversely affect our business, financial condition and results of operations. In addition, the cost of addressing any intellectual property litigation claim, both in legal fees and expenses, and the diversion of management resources, regardless of whether the claim is valid, could be significant and could seriously harm our business, financial condition and results of operations.

We Rely on Third Parties for a Significant Portion of Our Sales; Terms and Conditions of Sales are Subject to Change With Very Little Notice

We rely significantly on indirect sales channels to market and sell our products. Most of our products are sold through independent distributors and agents. Our current agreements with indirect sales channels are non-exclusive with regard to lighting products in general, but exclusive with respect to fiber optic and LED lighting products. We anticipate that any such agreements we enter into in the future will be on similar terms. Furthermore, our agreements are generally short-term, and can be cancelled by these sales channels without significant financial consequence. We cannot control how these sales channels perform and cannot be certain that either our customers or we will be satisfied

by their performance. If these distributors and agents significantly change their terms with us, or change their historical pattern of ordering products from us, there could be a significant impact on our revenues and profits.

We Depend on Third-Party Suppliers

We depend on others to manufacture a significant portion of the component parts we incorporate into our products. We purchase our component parts from numerous third-party manufacturers and believe that numerous alternative sources of supply are readily available for most component parts. We depend on our suppliers to satisfy performance and quality specifications and to dedicate sufficient production capacity for components within scheduled delivery times. We do not maintain contracts with any of our suppliers; instead, we purchase our components pursuant to purchase orders placed from time to time in the ordinary course of business. This means we are vulnerable to unanticipated price increases.

We purchase fiber optic strands from a single Japanese supplier. While we believe alternative sources for fiber optic strands are available to enable us to produce our endpoint signs and displays, the SIDE-GLOW(R) and END GLOW(R) cables require fiber optic material of a higher quality than we believe is currently available elsewhere. Accordingly, the loss of this supplier or delays in obtaining shipments could have a material adverse effect on our operations until such time as an alternative supplier could be found.

We may be subject to various import duties applicable to materials manufactured in foreign countries and, in addition, may be affected by various other import and export restrictions, as well as other considerations or developments impacting upon international trade, including economic or political instability, shipping delays and product quotas. These international trade factors will, under certain circumstances, have an impact both on the cost of components (which will, in turn, have an impact on the cost to us of the manufactured product) and the wholesale and retail prices of our products.

We Depend on Key Employees in a Competitive Market for Skilled Personnel; the Loss of the Services of any of our Key Employees Could Materially Affect our Business

Our future success will depend to a large extent on the continued contributions of certain key employees, many of whom would be difficult to replace. Our success depends upon the continued contributions of Brett Kingstone, our Chairman of the Board, President and Chief Executive Officer. Our future success also will depend on our ability to attract and retain qualified technical, sales, marketing and management personnel, for whom competition is intense. The loss of, or failure to attract and retain, any such persons could delay product development cycles, disrupt our sales and marketing functions, disrupt our operations, or otherwise harm our business or results of operations.

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Our Business is Subject to Additional Risks that Could Materially and Adversely Affect Our Future Business, Including:

- . manufacturing risks, including the risks of shortages in materials or components necessary to our manufacturing and assembly operations, and the risks of increases in the prices of raw materials and components;
- . sales and distribution risks, such as risks of changes in product mix or distribution channels that result in lower margins;
- . risks of the loss of a significant customer;
- . risks of the effects of volume discounts that we grant from time to time to our larger customers, including reduced profit margins; and
- . risks of product returns and exchanges; we cannot be assured that we will not experience component problems in the future that could require increased warranty reserves and manufacturing costs.

Our President and Chief Executive Officer Controls a Significant Percentage of Our Common Stock

On September 30, 2001, Brett M. Kingstone, our Chairman of the Board, President and Chief Executive Officer, owned beneficially approximately 14% of our outstanding common stock, including all of the outstanding shares of our Class B Common Stock. Mr. Kingstone has approximately 57% of the voting power of our outstanding shares and is able to control all matters requiring stockholder approval, including election of directors and approval of significant corporate transactions. This concentration of ownership, which is not subject to any voting restrictions, could limit the price that investors might be willing to pay for our Class A common stock. In addition, Mr. Kingstone is in a position to impede transactions that may be desirable for other stockholders. He could, for example, make it more difficult for anyone to take control of us.

The Trading Price of Our Class A Common Stock is Volatile

The trading price of our Class A common stock has been subject to wide fluctuations in the past. Since January 2000, our Class A common stock has traded at prices as low as \$5.50 per share and as high as \$9.88 per share. We may not be able to increase or sustain the current market price of our Class A common stock in the future. As such, you may not be able to resell your shares of Class A common stock at or above the price you paid for them. The market price of our Class A common stock could continue to fluctuate in the future in response to various factors, including, but not limited to:

- . quarterly variations in operating results;

- . our ability to control costs and improve cash flow;
- . shortages announced by suppliers;
- . acquisitions of businesses, products or technologies;
- . changes in pending litigation or new litigation;
- . changes in investor perceptions;
- . introduction of new products or product enhancements by us or by our competitors; and
- . changes in earnings estimates or investment recommendations by securities analysts.

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The stock market in general has recently experienced volatility, which has particularly affected the market prices of equity securities of many high technology companies. This volatility has often been unrelated to the operating performance of these companies. These broad market fluctuations may adversely affect the market price of our Class A common stock. In the past, companies that have experienced volatilities in the market price of their securities have been the subject of securities class action litigation. If we were to become the subject of a class action lawsuit, it could result in substantial losses and divert management's attention and resources from other matters.

Our Stock Structure and Certain Anti-Takeover Provisions May Affect the Price of Our Common Stock

Certain provisions of our certificate of incorporation could make it difficult for a third party to acquire us, even though an acquisition might be beneficial to our stockholders. These provisions could limit the price that investors might be willing to pay in the future for shares of our common stock. Our Class A common stock entitles the holder to one vote per share and our Class B common stock entitles the holder to five votes per share. The disparity in the voting rights between our common stock, as well as Mr. Kingstone's beneficial ownership of all of the Class B common stock, could discourage a proxy contest or make it more difficult for a third party to effect a change in our management and control. In addition, our Board of Directors is authorized to issue, without stockholder approval, up to 5,000,000 shares of preferred stock with voting, conversion and other rights and preferences superior to those of our common stock, as well as additional shares of Class B common stock. Our future issuance of preferred stock or Class B common stock could be used to discourage an unsolicited acquisition proposal.

We Do Not Pay Cash Dividends

We have never paid cash dividends on our common stock and do not anticipate paying any cash dividends on either class of our common stock in the foreseeable future.

We May Be Subject to Additional Risks

The risks and uncertainties described above are not the only ones facing our company. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also adversely affect our business operations.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Some of the information in this prospectus contains forward-looking statements that involve substantial risks and uncertainties. You can identify these statements by forward-looking words such as "may," "will," "expect," "anticipate," "believe," "intend," "estimate" and "continue" or similar words. You should read statements that contain these words carefully for the following reasons:

- . the statements discuss our future expectations;
- . the statements contain projections of our future earnings or of our financial condition; and
- . the statements state other "forward-looking" information.

We believe it is important to communicate our expectations to our investors. There may be events in the future, however, that we are not accurately able to predict or over which we have no control. The risk factors listed above, as well as any cautionary language in this prospectus, provide examples of risks, uncertainties and events that may cause our actual results to differ materially from the expectations we describe in our forward-looking statements. Before you invest in our class A common stock, you should be aware that the occurrence of any of the events described in the above risk factors, elsewhere in this prospectus and other events that we have not predicted or assessed could have a material adverse effect on our earnings, financial condition and business. If the events described above or other

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unpredicted events occur, then the trading price of our Class A common stock could decline and you may lose all or part of your investment.

USE OF PROCEEDS

The shares of our Class A common stock offered under this prospectus are for the account of the selling stockholder. We will not receive any of the proceeds from sales of the shares by the selling stockholder. However, 178,606 of the shares covered by this prospectus are subject to issuance by us pursuant to the exercise of warrants. Warrants to purchase up to 149,688 shares have an exercise price of \$8.02 per share. We will not receive any proceeds from the exercise of the remaining 28,918 warrants. Any cash proceeds we receive from the exercise of these warrants would be used for general corporate purposes.

MARKET PRICES OF CLASS A COMMON STOCK

Our Class A common stock has been quoted in the Nasdaq SmallCap Market under the symbol SUPVA since March 1994. The following table sets forth the high and low bid prices for our Class A common stock as reported by the Nasdaq SmallCap Market for the periods indicated.

	Bid Prices	
	High	Low
Year Ending		
December 31,		
2001		
First Quarter	7	5-1/2
Second Quarter	7-3/5	6-1/8
Third Quarter	7	5-3/4
Year Ended		
December 31,		
2000		
First Quarter	9-7/8	6
Second Quarter	8-3/8	7-5/8
Third Quarter	8	7
Fourth Quarter	7-3/4	5-1/2
Year Ended		
December 31,		
1999		
First Quarter	6-1/8	3-7/8
Second Quarter	6	4-5/8
Third Quarter	5-1/8	3-3/4
Fourth Quarter	6-1/2	4-1/8

As of November 7, 2001, we believe that there were approximately 575 holders of record of our Class A common stock.

We have never paid any cash dividends, and we do not intend to pay any cash dividends on our Class A common stock for the foreseeable future. We intend to reinvest our earnings, if any, in the growth and expansion of our business. There are no restrictions that limit our ability to pay dividends or that are likely to do so in the future.

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CAPITALIZATION

The following table sets forth our capitalization as of September 30, 2001. The table should be read in conjunction with our consolidated financial statements and the notes thereto included elsewhere in this prospectus.

<TABLE>
<CAPTION>

	September 30, 2001
	(unaudited)
<S>	<C>
Obligation under capital lease	\$ 2,994,419
Stockholders' Equity:	
Preferred stock, \$.001 par value, 5,000,000 shares authorized, none issued	
Class A common stock, \$.001 par value, authorized 16,610,866 shares, 2,082,610 issued and outstanding at September 30, 2001	2,083
Class B common stock, \$.001 par value, 3,389,134 shares authorized, 483,264 issued and outstanding at September 30, 2001	483
Accumulated other comprehensive loss	(23,292)
Additional paid-in capital	10,597,336
Accumulated deficit	(3,259,123)

Total stockholders' equity	\$ 7,317,487
Total capitalization	\$ 11,653,555

</TABLE>

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

The following discussion and analysis should be read in conjunction with our consolidated financial statements and notes thereto appearing elsewhere in this prospectus.

Results of Operations

Year Ended December 31, 2000 compared to December 31, 1999

Revenues

Our revenues are derived primarily from sales of SIDE-GLOW(R) and END GLOW(R) fiber optic cables and light sources, LED lighting products, lighting accessories, endpoint signs and displays, and fiber optically lit waterfalls and water features. Revenues for the year ended December 31, 2000 were approximately \$11,654,000 as compared to \$9,809,000 during the preceding year, an increase of approximately \$1,845,000 or 19%. This increase was primarily the result of sales growth in the pool and spa market, and the architectural market, which increased 87% and 29%, respectively, over 1999 levels. Both international and sign revenues decreased 23% as compared to 1999.

We derived approximately 28% of our total revenues from Hayward Pool Products, Inc. in 2000 compared to approximately 19% in 1999. Previously, Hayward was the exclusive worldwide distributor of our fiber optic lighting products in the swimming pool and spa market. On August 15, 2001, we reached an agreement with Hayward terminating Hayward's exclusive distribution rights as of September 30, 2001. Our agreement with Hayward allowed us to commence direct selling of our fiber optic lighting products in the swimming pool and spa market worldwide, except in the United States and Canada, as of August 15, 2001, and within the United States and Canada as of October 1, 2001. Pursuant to our agreement, Hayward has requested us to repurchase certain fiber optic lighting products previously sold by us to Hayward. We are obligated to repurchase the inventory at Hayward's cost of \$300,000. We have agreed to pay Hayward \$150,000 on or before December 31, 2001 and \$150,000 on or before January 1, 2002. In connection with exercising its option to request us to repurchase certain inventory, Hayward has elected to forfeit and cancel warrants covering 49,896 shares of our Class A common stock.

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The termination of Hayward's exclusive distribution rights also released Hayward from any annual minimum purchase commitments for 2001 and beyond.

Gross Margin

Gross margin for the year ended December 31, 2000 increased to approximately \$3,736,000, a 7% increase over 1999. Our gross margin percentage was 32% for the year ended December 31, 2000 as compared to 36% for 1999. Gross margin is dependent, in part, on product mix, as well as our mix of customers, which fluctuates from time to time. Our decrease in gross margin percentage was mainly due to a lower mix of fiber optic cable sales and an increase in the reserve for potentially slow moving or obsolete inventory. Cable sales accounted for approximately 40% of total revenues for 2000, as compared to 49% for 1999. The margin decline was further impacted by sales of approximately \$1,318,000, or 28% of cable related products, to Hayward. As part of the now terminated distribution agreement between our company and Hayward, Hayward received a significant discount from list price. Excluding the increase in the inventory reserve of approximately \$111,000, gross margin for the year ended December 31, 2000 was approximately \$3,847,000 or 33%.

Selling, General and Administrative Expenses

Selling, general and administrative expenses for the year ended December 31, 2000 were approximately \$3,323,000, or 29% of revenues, compared to approximately \$2,978,000, or 30% of revenues, for 1999, an increase of approximately \$345,000, or 12% over the preceding year. An increase in legal fees relating to our prosecution of a patent infringement action with respect to our fiber optic cable was the major contributing factor to the expense increase over 1999.

Research and Development

Research and development costs were approximately \$455,000 for the year ended December 31, 2000 compared to approximately \$544,000 for 1999, a decrease of 16%. Research and development costs are expensed as incurred, primarily in advance of any related sales and in some cases may not ultimately generate sales. The decline from 1999 was primarily due to the cancellation of product development efforts in mid 1999. Research and development expense represented approximately 4% of revenues in 2000 as compared to 6% in 1999.

Interest

We had interest income for the year ended December 31, 2000 of

approximately \$187,000 compared to approximately \$131,000 for 1999 due to higher average cash balances during the year. Interest expense of approximately \$439,000 for the year ended December 31, 2000 compared to approximately \$444,000 for 1999 related to the capital lease for our facility in Orlando, Florida.

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Income Tax

We have a full valuation allowance against income tax benefits resulting from losses incurred on operations and, as a result, there was no provision for income tax in 2000 or 1999.

Net Loss

Our net loss for the year ended December 31, 2000 was approximately \$(259,000), or \$(0.10) per basic and diluted share, compared to a net loss of approximately \$(356,000), or \$(0.14) per basic and diluted share, for 1999. The decrease in the net loss was due to the increase in gross margin offset by higher selling, general and administrative expense and lower non-operating expenses.

Nine Months Ended September 30, 2001 compared to September 30, 2000

Total revenues for the nine months ended September 30, 2001 were approximately \$8,787,000 as compared to approximately \$7,649,000 for the nine months ended September 30, 2000 an increase of approximately \$1,138,000 or 15%. The increase was primarily the result of growth in the domestic architectural lighting and international markets, up approximately \$1,648,000 and \$311,000, respectively. Increased revenues in the architectural and international markets were principally offset by reductions in the pool and sign markets of approximately \$1,080,000 and \$298,000, respectively.

Gross margin for the nine months ended September 30, 2001 was approximately \$2,937,000 or 33% as compared to approximately \$2,295,000 or 30% for the nine months ended September 30, 2000. The increase in the amount of gross margin over the comparable period in 2000 was mainly due to the increased volume of domestic architectural lighting products. The increase in the gross margin percentage from 30% to 33% was the result of enhancements to our sales process, a lower mix of sales of pool related products to Hayward, and the implementation of cost reductions in material components.

Going forward our focus continues to be on improving gross margin and profitability. To that end, we intend to continue aggressively pursuing reducing the cost of our key material components. We are in the process of sourcing assembly of illuminators overseas, which we expect to have a favorable impact on our overall gross margin after 2001. We also expect that the assembly of illuminators overseas will yield excess manufacturing space that we are seeking to sublease.

Selling, general and administrative expenses were approximately \$3,095,000 for the nine months ended September 30, 2001 as compared to approximately \$2,169,000 for the same period in 2000, an increase of approximately \$927,000 or 43%. The increase was primarily due to additional sales and marketing related expenses to support our sales in the domestic architectural lighting market. We currently expect that selling, general and administrative expense will continue to increase in absolute dollars in order to support the distribution of our products in the domestic architectural lighting market.

Research and development costs were approximately \$324,000 for the nine months ended September 30, 2001 as compared to approximately \$335,000 for the same period in 2000.

Interest expense of approximately \$324,000 for the nine months ended September 30, 2001, as compared to approximately \$330,000 for the same period in 2000, relates to the capital lease for our facility in Orlando, Florida.

We have a full valuation allowance against income tax benefits resulting from losses incurred on operations and as a result there was no provision for income tax for the nine months ended September 30, 2001 or 2000.

The net loss for the nine months ended September 30, 2001 was approximately \$(699,000), or \$(0.27) per basic and diluted common share, as compared to a net loss of approximately \$(334,000), or \$(0.13) per basic and diluted common share, for the nine months ended September 30, 2000. The increase in loss is primarily due to higher selling, general and administrative expenses partially offset by

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increased gross margin, as well as a reduction in other income we had been receiving from the sublease of the warehouse portion of our facility. For the nine months ended September 30, 2000, other income also included funds received in connection with a supplier settlement in favor of our company.

Liquidity and Capital Resources

Historically, we have financed our operations primarily with cash flow from operations and equity capital.

At September 30, 2001, the Company had working capital of approximately \$5,584,000, a decrease of approximately 7.1% over working capital of approximately \$6,010,000 at December 31, 2000.

Nine months ended September 30, 2001 compared to September 30, 2000

Net cash used in operations amounted to approximately \$425,000 for the nine months ended September 30, 2001 compared to approximately \$152,000 of cash provided by operating activities for the nine months ended September 30, 2000. The most significant source of cash provided by operating activities was generated by a decrease in accounts receivable of approximately \$223,000, mainly due to the timing of customer payments. Cash used in operations during the first nine months of 2001 was mainly attributable to a decrease in accounts payable due to the timing of supplier payments, which amounted to \$105,233 and a net increase in inventory of approximately \$97,000. The net increase in inventory was the result of an increase of approximately \$239,000 primarily due to initial stocking levels of LED products to support the launch of our LED product line offset by a reduction in inventory of approximately \$142,000, related to the write off of products associated with litigation that was settled in May 2001.

Net cash provided by investing activities for the nine months ended September 30, 2001 amounted to approximately \$271,000. Proceeds from the sale of investments in the amount of approximately \$1,002,000 resulted from the maturity of U.S. Corporate Securities. The most significant use of cash for investing activities was the purchase for investment of a fixed income security, which amounted to approximately \$501,000. Other uses of cash for investing activities included the purchase of property and equipment for prototype and design, and the purchase of computer hardware, software, furniture, fixtures, and tooling in the amount of approximately \$219,000.

Net cash provided by financing activities for the nine months ended September 30, 2001 amounted to approximately \$29,000. Proceeds in the amount of approximately \$77,000 from the exercise of employee stock options were offset by payments of approximately \$48,000 on the capital lease obligation related to our facility.

Year ended December 31, 2000 compared to December 31, 1999

Net cash provided by operations amounted to approximately \$799,000 for the year ended December 31, 2000 as compared to approximately \$58,000 for the year ended December 31, 1999. The increase in cash provided by operations was primarily the result of an increase in accounts payable in 2000 of approximately \$395,000, due to the timing of payments to suppliers, which was partially offset by increases in prepaid expenses and inventory of approximately \$69,000 and \$158,000, respectively.

Net cash used by investing activities for the years ended December 31, 2000 and 1999 amounted to approximately \$310,000 and \$1,675,000, respectively. Capital expenditures of approximately \$247,000 for tooling, leasehold improvements in connection with the construction of our new showroom, computer and office equipment and trade show fixtures accounted for most of the investing activities for 2000.

The purchase of long-term investments in corporate bonds (approximately \$997,000) and short term fixed income mutual fund (approximately \$370,000) accounted for the primary use of cash from investing activities in 1999. The corporate bonds matured on August 1, 2001 and earned interest at the rate of 7%. The short term fixed income fund earns a fixed rate of interest at the current level of 7.56%.

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We also used cash in the amount of approximately \$284,000 in 1999 principally to upgrade manufacturing tooling and equipment.

Payments on capital lease obligations in the amount of approximately \$47,000 were offset by approximately \$58,000 in proceeds from the exercise of employee stock options in 2000.

Our company had available a \$1,000,000 line of credit during the first half of 1999. Amounts under the line were due on demand with interest payable monthly at the prime rate. Certain securities served as collateral for this line of credit. On July 15, 1999 we terminated the line of credit arrangement. Borrowings and repayments under the line of credit amounted to approximately \$405,000 during 1999.

We believe that available cash, together with funds expected to be generated from operations, will be sufficient to finance our working capital requirements, as well as planned expansion, for the next twelve months as currently contemplated.

DESCRIPTION OF BUSINESS

General

Our company is a world leader in the design and manufacture of energy efficient LED and fiber optic lighting products, signs and displays for applications in the signage, swimming pool, architectural, and retail industries.

Products and Services

SIDE-GLOW(R) END GLOW(R)

Our SIDE-GLOW(R) fiber optic lighting cables are marketed as an alternative to neon and other conventional lighting products, for use in accent lighting, theme lighting and lighting areas where maintenance and breakage are of concern to the end user. SIDE-GLOW(R) fiber optic lighting cable is flexible and easy to install, is not prone to the breakage associated with glass neon tubes and is energy efficient, providing significant savings in electrical costs and maintenance. In addition, the cables can be combined with standard or custom manufactured light sources and control systems to create color-changing patterns

and unique lighting systems. The cables are offered in a variety of diameters with a wide range of light sources.

END GLOW(R) cables are utilized to transmit cool, ultra violet and heat free light from a remote light source to the object or area being lighted. We market our END GLOW(R) cables in conjunction with our line of light sources and lighting accessories for a variety of applications from swimming pool and spa lighting to display case lighting and residential landscape lighting. END GLOW(R) cables allow for unique lighting of areas or objects with the added benefits of fiber optics. Utilizing our state of the art fiber optic cabling systems, we are able to custom manufacture END GLOW(R) cables to user specifications, in order to deliver the required amount of light to the object at the most affordable cost.

Our SIDE-GLOW(R) and END GLOW(R) cables have been incorporated in diverse locations worldwide. Applications of these products can be found in the following places: the world's largest fiber optically lit pool in the Westin Hotel, St. John's, U.S. Virgin Islands; Universal Studios CityWalk, Florida; the Coca-Cola sign in New York Times Square; and the Pepsi Cola sign in Caracas, Venezuela.

During 2000, our SIDE-GLOW(R) and END GLOW(R) cable products accounted for approximately 40% of our total revenues. We believe that this product area offers our largest growth potential and, therefore, we intend to devote the majority of our engineering, sales and marketing efforts to expand this area of our business and the related light source product lines described below.

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Light Sources

We manufacture a variety of light sources used in conjunction with our SIDE-GLOW(R) and END GLOW(R) fiber optic cables and lighting accessories to create full lighting systems. Each line of light sources was created to meet specific market needs and applications. The light sources are manufactured to meet the standards established by Underwriters Laboratories and comparable certifying bodies worldwide. We currently manufacture numerous standard catalog light sources for the following: endpoint fiber optic applications and certain SIDE-GLOW(R) applications; swimming pool and residential applications; display case and interior theme lighting industries; and commercial lighting and signage. We also manufacture a wide variety of custom light sources for specific market needs based on a survey of a customer's lighting applications.

We utilize control systems with our light sources to allow for customization of lighting systems. All of our light sources are designed to accept a variety of unique controller options, allowing the basic light sources to meet a wide variety of market needs. Multiple light sources can be sequenced using our proprietary control systems to create special lighting effects.

Light source product lines represented approximately 43% of our total revenue during 2000. We believe that maintaining a competitively priced and commercially superior line of light sources is critical to continued growth in all of our product lines and markets. We plan to devote significant resources to continue development of these products and markets.

Endpoint Signs and Displays

We design, manufacture, and install endpoint fiber optic signs and custom displays for advertising, signage and point of purchase displays. Custom patterns are created using sophisticated design tools and software, which are then tailored to customer specifications. These patterns are fed into automated equipment to produce drilled patterns in the subject material. Fiber optic filaments are then placed, treated and gathered to a light source. Utilizing a variety of techniques, the fibers are then ordered within the light source and computer generated color disk assembly to create the desired visual effects. During 2000, endpoint signs and displays accounted for approximately 5% of our total revenues.

Lighting Accessories

We sell a variety of lighting accessories and fixtures for use with our fiber optic cables and light sources. These fixtures include underwater lens assemblies, display case fixtures, downlights and landscape accessories. The accessories and fixtures are used to provide direct object lighting, decorative accent lighting and special effect lighting. We believe that providing these fixtures and accessories to the market enhances our ability to market our fiber optic products as a full lighting package, as opposed to a component line. During 2000, lighting accessories accounted for approximately 8% of our total revenues.

LED Lighting Systems

During the first half of 2001, we introduced a line of lighting products using LED technology for signs, safety/warning lamps, lighting strips, swimming pools and spas, architectural lighting, or wherever a small light source is required. Our FlexLED product was designed specifically for illuminating channel letters.

Waterfalls

We design and manufacture fiber optically lit waterfalls and water features primarily used in swimming pools and spas, through our wholly-owned subsidiary, Oasis Waterfalls LLC. During 2000, Oasis Waterfalls LLC accounted for approximately 4% of our total revenue.

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Sales and Marketing

Our products are utilized in a wide variety of applications; consequently, we use numerous marketing channels and strategies to reach target customers.

From November 1998 to October 2000, we had an exclusive distribution, sales and marketing agreement with Cooper Lighting, Inc. and Cooper Industries (Canada), Inc. pursuant to which Cooper acquired the North American rights to market, sell and distribute our products to certain markets including the architectural lighting market. In consideration for these rights, Cooper agreed to purchase up to \$47,075,000 of our products over a five-year period. Cooper did not meet its minimum purchase commitments. Effective October 31, 2000, we mutually agreed to terminate our distribution agreement with Cooper. We derived approximately 13% of our total revenue from Cooper during 2000, compared to approximately 26% in 1999. Separate from the distributorship agreement with Cooper, we received an order from Regent Lighting Corporation, an affiliate of Cooper, to supply outdoor lighting products. We derived approximately \$1,525,000, or 13% of our total revenues from Regent Lighting Corporation in 2000.

We currently market and distribute our architectural lighting products in North America through a network of approximately 90 lighting agencies covering the United States and Canada. These independent lighting agencies provide assistance in the lighting specification process and direct customers to purchase our products.

From September 1996 to October 2001, we had an exclusive distribution agreement with Hayward Pool Products, Inc., the world's largest swimming pool products supplier, pursuant to which Hayward acquired the worldwide rights to market and sell our fiber optic lighting products in the swimming pool and spa market. On August 15, 2001, we reached an agreement with Hayward terminating Hayward's exclusive distribution rights, as of September 30, 2001. Our agreement with Hayward allowed us to commence direct selling of our fiber optic lighting products in the swimming pool and spa market worldwide, except in the United States and Canada, as of August 15, 2001, and within the United States and Canada as of October 1, 2001. The termination of Hayward's exclusive distribution rights also released Hayward from any annual minimum purchase commitments for 2001 and beyond. We derived approximately 28% of our total revenues from Hayward in 2000 compared to approximately 19% in 1999.

We currently market and sell our lighting products in the swimming pool and spa market through a network of independent manufacturer's representatives. We believe our new direct distribution channels will allow us to more closely serve our customers as well as offer new services such as the bundling of product and installation.

International sales accounted for approximately 17% of our total revenue for 2000 compared to approximately 26% in 1999. We have entered into exclusive and non-exclusive marketing and sales arrangements with leading lighting companies in international territories. We provide technical expertise and limited marketing support, while our international distributors provide sales staff, local marketing, and product service. We believe our international distributors are better able to service international markets due to their understanding of local market conditions and best business practices.

We use a combination of direct marketing and manufacturer's representatives for our signage product lines in order to reduce end user costs. We also market endpoint signs and displays directly to end users, principally Fortune 500 companies worldwide. We also utilize direct sales efforts to create specific applications for our lighting products for large national commercial and retail lighting projects, including original equipment manufacturer (OEM) opportunities.

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Manufacturing and Suppliers

The fiber optic strands used in our endpoint signs and displays, as well as the production of our SIDE-GLOW(R) and END GLOW(R) cables, are purchased from a key Japanese supplier. While we believe there are alternative sources for the fiber optic strands used in the production of our endpoint signs and displays, we believe our SIDE-GLOW(R) and END GLOW(R) cables require fiber optic material of a higher quality than is available elsewhere.

We use customized cabling and extrusion equipment to internally produce our SIDE-GLOW(R) and END GLOW(R) cables. In August 1997, simultaneously with relocating to our current facility, we upgraded and retrofitted our cabling and extrusion equipment to increase quality and production capability. Monitoring and, when desirable, revising our manufacturing process has allowed us to increase quality, improve capabilities and maintain process control. In November 1998, we made process modifications, which yielded a 68% improvement in light output of our SIDE-GLOW(R) cables, which we began shipping in February 1999. We believe that as production volume increases, our equipment may further reduce the manufacturing costs of our SIDE-GLOW(R) and END GLOW(R) cables, and therefore allow us to offer our products to the market at prices equivalent to neon lighting. In the event our cabling and extrusion equipment is ever disabled for any significant period of time, we could outsource the manufacturing of our products.

We manufacture the light sources and control systems used with our SIDE-GLOW(R) and END GLOW(R) cables and endpoint signs and displays in our facility in Orlando, Florida. The designs of the light sources are considered proprietary, and we have U.S. patents issued with respect to certain designs. All endpoint signs and displays are manufactured directly by us based on the clients' specifications, or designed jointly by our client and our highly experienced personnel. We believe our ability to offer a full range of products,

and design, engineering and support services, are unique in the market place, and are important to our prospects for future growth.

Our production strategy is to continue to reduce materials costs. We intend to reduce our dependence on outside suppliers by expanding our manufacturing capabilities and engineering our products around off the shelf components combined with proprietary designs. We intend to continue research and development to further reduce production costs of existing products.

Research and Product Development

We constantly strive to enhance our existing products. We also plan to develop additional products and identify new markets and distribution channels. We consider our ability to constantly improve existing products, rapidly introduce new products to fill identified needs, and design solutions for custom applications to be critical to our growth. We believe our responsiveness to the market to be an important differentiating factor, and we will continue to provide rapid response to market trends. We believe that the increasing market for fiber optic lighting products in general may attract larger companies into the market with more capital and technical personnel than we currently employ. Accordingly, we plan to continue to explore joint product development activities with our marketing partners to maintain our competitive advantage and defend our market position.

During 2000, we spent approximately \$455,000 on engineering and product development activities, as compared to approximately \$544,000 in 1999. The decline is mainly due to the cancellation of several product development efforts. We feel our success will depend, in large part, on our ability to continue to improve and enhance our existing products as well as develop new products and applications for our technologies. In addition, we believe we must improve gross margins on all product lines through engineering and research.

We believe increased levels of spending on research and development may be necessary to successfully develop a product which has the brightness of neon and which can be sold at a comparable price. Additionally, as new market opportunities are found, increased levels of product development may be warranted to rapidly design, engineer and produce products to fill these market needs.

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Competition

We currently face competition from both traditional lighting technologies such as neon and florescent lighting and from competitors specifically engaged in fiber optic lighting. Several larger companies which are currently engaged in traditional lighting technologies or lighting component manufacturing have announced their intention of entering the fiber optic lighting market through acquisition or formation of divisions or subsidiaries dedicated to penetrating the fiber optic lighting market. There can be no assurance that a large conventional lighting company will not enter the market and utilize its resources to capture significant market share and adversely affect our operating results.

Traditional lighting technologies have the advantage of a long history of market acceptance and familiarity as compared to our fiber optic products. We actively seek to educate our target markets as to the advantages of fiber optic lighting systems and believe that achievement of this objective is critical to our future.

We must also compete with traditional lighting on the issues of maintenance costs, safety issues, energy usage, price and brightness. We believe our products can effectively compete against traditional lighting in the areas of maintenance costs, safety and energy consumption. Our lighting systems offer the advantage of centralized light source maintenance for lamp replacement. This feature is superior to other lighting systems, such as neon, which require maintenance throughout the lighting system. Additionally, the SIDE-GLOW(R) and END GLOW(R) cables are virtually maintenance and breakage free, as opposed to neon and other comparable lighting products which experience high breakage rates both in the field and in shipment. This reduced breakage also results in an additional advantage in the area of safety. Further, our products result in a voltage free light, which is particularly beneficial in wet and underwater applications, where risk of shock from electricity in the lighted path is an issue. Our products also eliminate the majority of heat and radiation at the light output, which can be advantageous in applications where these factors may not be desirable, particularly with respect to lighting accessories such as task lighting and display case lighting.

Our products may not favorably compete with traditional lighting on the basis of price for smaller lighting systems and in particular with neon systems in smaller scale applications, which comprise a large portion of the available market. Additionally, fiber optic lighting systems do not equal neon's brightness in a cost-effective manner for many applications. In applications calling for maximum brightness and competitive cost, our products may not be able to compete effectively with traditional lighting products.

Our company currently faces competition from a defined number of companies directly involved in the field of fiber optic lighting addressed by our SIDE-GLOW(R) and END GLOW(R) cables and light source products. These companies utilize a technology similar to ours and compete generally on the basis of price and quality. We believe our company may compete favorably in markets where price is the central issue. Our quality control system also allows us to compete on the basis of quality of product and services delivered. There can be no assurance, however, that the current competitors directly involved in this industry or a new competitor will not develop processes or technology which will allow them to decrease their costs, and consequently, erode our price advantage.

Patents and Proprietary Rights

We consider our technology and procedures proprietary and rely primarily on patent and trade secret laws and confidentiality agreements to protect our technology and innovations. Employees of our company, as well as technical consultants who may be hired from time to time, enter into confidentiality and/or invention assignment agreements and non-competition agreements providing for non-disclosure of our proprietary and trade secret information and the assignment to the company of all inventions, improvements, technical information and suggestions relating in any way to our business (whether patentable or not) which the employee or consultant develops during the period of their employment or association with our company. Despite these restrictions, it may be possible for competitors or customers to copy one or more aspects of our products or obtain information that we regard as proprietary. Furthermore, there can be no assurance that others will not independently develop products similar to those sold by us. We therefore believe that producing the highest possible quality products, at the most competitive prices, is the best means to protect against competitive innovations.

We have been issued a United States patent relating to the reflective center core used in the process of manufacturing our SIDE-GLOW(R) cables and have received Patent Cooperation Treaty protection of this patent overseas. We also have two United States patents on methods of manufacturing alternative versions of fiber optic cables. Additionally, we have acquired a United States patent related to the method of manufacturing a fiber optic image magnification device. While there is no guarantee that this patent can be developed into a commercially viable product, we believe that expansion of the applications for our fiber optic technologies are important to the possible achievement of future growth objectives. We have a fifth patent related to our light source technology and a device for connecting fiber optic cables to the light source. We also have several patent applications pending with respect to a variety of new product innovations and manufacturing methods.

We intend to continue to seek patent protection where appropriate for future developments, improvements and enhancements to our technology. There can be no assurance, however, that our existing patents or patents that may be issued in the future, will provide us with sufficient protection in the case of an infringement of our technology or that others will not independently develop technology comparable or superior to our technology. Although we believe that the products sold by us do not and will not infringe upon the patents or violate the proprietary rights of others, it is possible that such infringement or violation has occurred or may occur. In the event that products sold by us are deemed to infringe upon the patents or proprietary rights of others, we could be required to modify our products or obtain a license for the manufacture and/or sale of such products.

We have obtained approval for a registered trademark for the "Super Vision" name, and have filed for a European community trademark. Additionally, we have obtained registered trademarks on the brand names SIDE-GLOW(R) and END GLOW(R) related to our fiber optic cables, and European community trademark applications have been filed as well. We believe the trademarks may help in our efforts to achieve brand recognition, although there can be no assurance that our efforts will be successful.

Employees

At September 30, 2001, we had 62 full-time employees, including 5 in research and development, 14 in sales, marketing and customer service, 13 in finance and administration and 30 in production and quality control. None of our employees are currently covered by a collective bargaining agreement and we consider our employee relations to be good. We also utilize temporary and part time employees as required by the volume of business, primarily in the area of production.

Property

Our executive offices and manufacturing facility are located in approximately 70,000 square feet of leased space in Orlando, Florida. The lease expires in June 2012, and provides for a base monthly rental. Rental payments amounted to approximately \$582,000 for the year ended December 31, 2000. Max King Realty, an entity controlled by Brett Kingstone, owns the building that houses our facilities.

Legal Proceedings

On November 18, 1999, we filed a lawsuit (case number CI-99-9392) in the Circuit Court of the 9th Judicial Circuit in and for Orange County Florida against the following defendants: Jack Caruso, Samson Mong Wu, Susan Sumida Wu, Debbie Wu, Thomas Wu, Lily Cheung, Ruby Lee, James C. Lee, Tony Lee, Optic-Tech International Corporation, Shanghai Qiaolong Optic-Tech International Company, Ltd., Marsam Trading Corporation, Marsam Trading Corporation (HK) Ltd., David Winkler, Gitto/Global Corp., James J. Grimley, Nick Semenza, Rami Yosefian, Sanford Properties, Inc., Jose Rosario Cruz, Ronald Elgin Simon, and Travis Pochintesta. This is an industrial espionage action in state court. We have made various allegations against the twenty-two defendants, individually and collectively. These allegations include fraud, breach of contract, breach of fiduciary duty, tortious interference with existing business relationships, tortious interference with contractual relationships, tortious interference with prospective business advantage, unjust enrichment, violations of Florida's Uniform Trade Secrets Act, civil conspiracy, violations of Florida's RICO Act and other conduct sufficient to provide grounds for equitable relief (for example, replevin, accounting, constructive trust and injunctive relief). The

defendants have been enjoined from further violating their respective non-compete and confidentiality agreements with Super Vision. They are also prohibited from the exploitation of our business opportunities or prospective business opportunities, and enjoined from any and all acts, omissions or behavior which in any way has an adverse effect on our property interests. At this time, defendants Jack Caruso, Samson Wu, Susan Wu, Thomas Wu, David Winkler, Optic-Tech International Corporation and Tony Lee have invoked their Fifth Amendment right to protection from self-incrimination. These defendants attempted to stay the civil action pending the resolution of pending criminal charges against them, but their motion to stay was denied. Discovery (subject to the limitations prescribed by the Fifth Amendment privilege) and investigation is ongoing. On September 19, 2000 the Fifth District Court of Appeal ruled against the defendants in their appeal regarding their motion to dissolve the temporary injunction order. As of September 30, 2001, defendants Gitto/Global Corporation, Nick Semenza, James Grimely, Jose Rosario Cruz and Ronald Elgin Simon have been dismissed as parties in the case, while New England Electric Wire Corporation and WPI Group, Inc. a/k/a WPI Electronics, Inc. were added as parties for breaches of contract, which relate to the claims against the other party defendants. The case has not yet been scheduled for trial. Plans are to vigorously pursue this lawsuit.

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MANAGEMENT

Our executive officers and directors, their ages, and positions with the company, as of September 30, 2001 are as follows:

Name ----	Age -----	Position -----
Brett M. Kingstone	41	Chief Executive Officer, President and Chairman of the Board
Edgar Protiva	61	Director
Brian McCann	36	Director
Anthony T. Castor	49	Director
Fritz Zeck	60	Director
Robert Wexler	41	Director
Larry Calise	43	Chief Financial Officer

Each of our directors currently holds office until the next annual meeting of shareholders and until his successor is duly elected and qualified. Our officers serve at the discretion of the Board of Directors.

The principal occupation and business experience for each of our executive officers and directors for at least the last five years is as follows:

Brett M. Kingstone is our founder. He has been employed by us in a senior executive capacity and has been chairman of the company's board of directors since our formation in 1991. Since July 1999, Mr. Kingstone has been our Chairman of the Board, Chief Executive Officer and President. From November 1997 to July 1999, Mr. Kingstone served as our Chairman and Chief Executive Officer. From our inception to November 1997, he was Chairman, Chief Executive Officer and President. From October 1985 until January 1991, Mr. Kingstone served as an independent consultant in the area of fiber optic technology. Prior to that, from December 1988 until October 1989, he served as President of Fibermedia Corporation in Boulder, Colorado. From January 1984 to August 1985, he was a partner in Kingstone Prato, Inc., a venture capital partnership in Boulder, Colorado. From August 1981 through December 1983, he served as Vice President of Sales of Gekee Fiber Optics, Inc. in Palo Alto, California. Mr. Kingstone is a graduate of Stanford University and the author of two books - The Student Entrepreneur's Guide (McGraw-Hill) and The Dynamos (John Wiley & Sons; Koksaido Press).

Edgar Protiva became a director of Super Vision in March 1994. From 1980 to present, Mr. Protiva has been engaged in merchant banking with K.C.L. Associates

Brian McCann became a director of Super Vision in October 1995. From February 1998 until present, Mr. McCann has served as the President of ADVA Optical Networking, Inc., which provides optical networking solutions for computer operating systems. From 1996 to 1998, Mr. McCann was the Vice President of North American Business Development for ADVA GmbH Optical Solutions of Munich, Germany.

Anthony T. Castor III became a director of Super Vision in September 1996. Currently, Mr. Castor is serving as Vice Chairman and Director of Lynch Corporation, a producer of adhesive and coating systems as well as capital equipment for the electronic display and consumer tableware industries. He is

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also serving as President and Chief Executive Officer of Spinnaker Corporation, which is a subsidiary of Lynch Corporation. Mr. Castor also serves as President, Chief Executive Officer and a director of the Morgan Group, Inc., a specialty transportation company. From January 1998 until January 2000, Mr. Castor was President and Chief Executive Officer of Precision Industrial Corporation, a worldwide supplier of capital equipment for processing sheet metal. From 1994

until December 1997, Mr. Castor was the President and Chief Executive Officer of Hayward Industries, Inc., a supplier of pumps, filters, heaters and other accessories for the pool and spa industries and industrial equipment. From 1987 to 1993, Mr. Castor was Corporate Vice President of Crompton & Knowles Corporation, a supplier of specialty chemicals and process equipment and President of its wholly-owned subsidiary, Ingredient Technology Corporation.

Fritz Zeck became a director of Super Vision in January 1999. Since 1994, Mr. Zeck has served as President of Cooper Lighting, Inc., a manufacturer of lighting products. From 1985 until 1994, he served as Vice President of Sales for Cooper Lighting. Mr. Zeck joined Metalux in 1976 where he was Regional Sales Manager for the Central portion of the United States. He founded Lumark Lighting in 1978, which was a division of Metalux. Mr. Zeck serves as Cooper Lighting's designee to our Board of Directors.

Robert Wexler became a director of Super Vision in September 2001. From 1993 to present, Mr. Wexler has been a partner in the corporate department of the law firm of Krugman & Kailes LLP in Saddle Brook, New Jersey. Krugman & Kailes LLP serves as the general counsel for Hayward Industries, Inc. Mr. Wexler serves as Hayward Industries' designee to our Board of Directors.

Larry Calise became our Chief Financial Officer in February 2000. Prior to this he served as Vice President of Finance for nStor Corporation, a manufacturer of information storage and RAID solutions. From 1986 through 1996, he held positions of Controller, VP and Corporate Controller, and VP Finance and Administration for Philip Crosby Associates, which was later acquired by Alexander Proudfoot PLC, a multinational management consulting firm specializing in productivity and quality management. From 1982 to 1986, Mr. Calise was an Audit Supervisor for the CPA firm PricewaterhouseCoopers LLP.

Executive Compensation

The following table summarizes the compensation paid to our Chief Executive Officer during the years ended December 31, 2000, 1999 and 1998. Super Vision did not have any other executive officer or employee serving at the end of 2000 whose total annual salary and bonus exceeded \$100,000.

Summary Compensation Table

<TABLE>
<CAPTION>

	Annual compensation			All other Compensation(1)
	Year	Salary	Bonus	
<S>	<C>	<C>	<C>	<C>
Brett M. Kingstone(2)	2000	\$131,192	\$8,010	\$16,176
	1999	\$127,154	\$ 258	\$15,822
	1998	\$129,846	--	\$15,473

</TABLE>

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(1) Includes a monthly allowance of \$1,000 for automobile and other related expenses as well as the vested portion of Super Vision's 401(k) plan employer match.

(2) Mr. Kingstone is our President and Chief Executive Officer and serves as the Chairman of our Board of Directors.

Mr. Kingstone was not awarded any options during the year ended December 31, 2000.

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Employment Agreements

In January 1994, we entered into a three-year employment agreement with Brett Kingstone, our Chairman of the Board, Chief Executive Officer and President. The agreement with Mr. Kingstone is renewable automatically for successive one year terms and provides for a base annual salary (subject to annual increases and bonuses at the discretion of the Board of Directors) and a monthly automobile allowance of \$1,000.

In the event we terminate Mr. Kingstone's agreement, other than for cause, we have agreed to pay him severance in an amount equal to the annual base salary in effect for the balance of the term of the agreement plus six months. The agreement contains confidentiality and non-competition provisions.

We have no other employment agreements with our employees, although all employees sign confidentiality and non-competition agreements.

We have entered into indemnification agreements with certain of our directors and executive officers which provide that we will indemnify our directors and executive officers against expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by a director or executive officer in connection with any civil or criminal action or administrative proceeding arising out of the performance of his duties as an officer, director, employee or agent of our company.

Aggregate Option Exercises During Fiscal Year 2000 and Year-End Option Values

None of the options held by Mr. Kingstone, our only executive officer listed in the "Summary Compensation Table" above, were exercised during the year ended December 31, 2000. The following table shows information about the value of Mr. Kingstone's unexercised stock options at December 31, 2000.

<TABLE>
<CAPTION>

	Number of Securities Under- lying Unexercised Options at December 31, 2000		Value of Unexercised In- the-Money Options at December 31, 2000 (1)	
	Exercisable	Unexercisable	Exercisable	Unexercisable
<S>	<C>	<C>	<C>	<C>
Brett M. Kingstone	54,000	10,000	--	--

(1) The dollar values of any In-the-Money Options would be calculated by determining the difference between \$6.25 per share, the closing bid price of our Class A common stock on December 29, 2000, and the exercise price of the stock options. "In-the-Money" stock options are options for which the exercise price is less than the market price of the underlying stock on a particular date. Mr. Kingstone does not currently have any In-the-Money options.

Director Compensation

We compensate directors who are not employees of Super Vision with an annual fee of \$1,000 and an annual grant of 1,000 stock options for serving on our Board of Directors. For each Board or Committee meeting attended in person, directors also receive \$500. For meetings attended via telephone, directors receive \$250. We reimburse all directors for travel and other related expenses incurred in attending stockholder, Board and committee meetings. We do not compensate our employees for service as a director. We do, however, reimburse them for travel and other related expenses.

During the year ended December 31, 2000, pursuant to our 1994 Stock Option Plan, we granted options to purchase 1,000 shares of Class A common stock to Messrs. Edgar Protiva, Brian McCann, Anthony Castor, and Fritz Zeck, all directors of Super Vision. The options were granted on June 20, 2000 at an exercise price of \$7.63 and vested on December 20, 2000. In September 2001, we granted options to purchase 5,000 shares of our Class A Common Stock to Mr. Robert Wexler when he became a director of our company. These options may not be exercised until March 2002.

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Stock Option Plan

In January 1994, we adopted our 1994 Stock Option Plan covering 150,000 shares of our Class A Common Stock, pursuant to which our officers, directors and key employees are eligible to receive incentive and/or non-qualified stock options. The plan was subsequently amended and restated to increase the number of shares reserved for issuance from 150,000 to 450,000. The plan expires in January 2004, and is administered by the Board of Directors or a committee designated by the Board of Directors. The purposes of the plan are to ensure the retention of our existing executive personnel, key employees and consultants, to attract and retain new executive personnel, key employees and consultants and to provide additional incentive by permitting such individuals to participate in the ownership of our company. Criteria utilized by the Board of Directors or committee in granting options pursuant to the plan is consistent with these purposes.

Incentive stock options granted under the plan are exercisable for a period of up to 10 years from the date of grant at an exercise price which may not be less than the fair market value of the Class A Common Stock on the date of the grant, except that the term of an incentive stock option granted under the plan to a stockholder owning more than 10% of the outstanding Class A Common Stock may not exceed five years and its exercise price may not be less than 110% of the fair market value of the Class A Common Stock on the date of the grant. Upon the exercise of an option, payment may be made by cash, check or if provided in the option agreement, in shares of our Class A Common Stock having a fair market value equal to the exercise price of the options, or any other means that the Board or the committee determines. The options are non-transferable during the life of the option holder.

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Security Ownership of Certain Beneficial Owners and Management

The following table sets forth certain information regarding our common stock owned as of September 30, 2001, for the following (a) all persons we know to be "beneficial owners" of more than five percent of the outstanding common stock of Super Vision, and (b) the common stock owned beneficially by Super Vision directors and named executive officers and all executive officers and directors as a group. Each person has sole voting and sole investment power with respect to the shares shown, except as noted.

<TABLE>
<CAPTION>

Beneficial Owners (1)	Shares Beneficially Owned (2)				
	Number		Percent Ownership		Total Voting Power
	Class A	Class B	Class A	Class B	
<S>	<C>	<C>	<C>	<C>	<C>
Brett M. Kingstone (3)	345,387	483,264	14.24%	100%	57.03%
Kingstone Family Ltd Partnership II (4)	291,387	483,264	12.28%	100%	56.55%
Edgar Protiva (5)	13,498	--	*	--	*
Brian McCann (6)	11,000	--	*	--	*

Anthony Castor III(6).....	10,000	--	*	--	*
Fritz Zeck (6).....	7,000	--	*	--	*
Robert Wexler (9)	--	--	--	--	--
Hayward Industries, Inc.(7).....	399,168	--	17.88%	--	8.59%
Cooper Lighting, Inc. (8).....	250,369	--	12.02%	--	5.56%
All executive officers and directors as a group (seven persons) (10).....	386,885	483,264	15.69%	100%	57.42%

</TABLE>

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* Represents a percentage of beneficial ownership that is less than 1%.

- (1) Unless otherwise stated, the address for all persons listed above is Super Vision International, Inc., 8210 Presidents Drive, Orlando, Florida 32809.
- (2) "Beneficial ownership" is a technical term broadly defined by the Securities and Exchange Commission to mean more than ownership in the usual sense. For example, you "beneficially" own Super Vision common stock not only if you hold it directly, but also if you indirectly (through a relationship, a position as a director or trustee, or a contract or understanding) have or share the power to vote the stock, or to sell it, or if you have the right to acquire it within 60 days. The percent of shares beneficially owned as of September 30, 2001 was calculated based upon 2,565,874 outstanding shares, consisting of 2,082,610 shares of Class A common stock and 483,264 shares of Class B common stock outstanding and includes, for each person or group, any securities that person or group has the right to acquire within 60 days pursuant to options, warrants, conversion privileges or other rights.
- (3) This amount includes the following shares owned by the Kingstone Family Limited Partnership II (KFLPII), of which Mr. Kingstone controls and is the general partner: (i) 483,264 shares of Class B common stock; (ii) 289,187 shares of Class A common stock that may be acquired upon the exercise of warrants that were exercisable as of (or will become exercisable within 60 days after) September 30, 2001; and (iii) 2,200 shares Class A Common stock. In addition, this amount includes 54,000 shares of Class A common stock which may be acquired upon the exercise of options granted pursuant to the company's stock option plan.
- (4) The Kingstone Family Limited Partnership II (KFLPII) was formed in 1998 by Mr. Kingstone, and he is the general partner. KFLPII has granted Hayward Industries, Inc. an option to purchase up to 28,918 shares of Class A common stock that may be acquired upon exercise of the KFLPII warrants to purchase 289,187 shares of Class A common stock. These warrants granted to Hayward will vest only if the KFLPII fully or partially exercises the option to purchase 289,187 shares of Class A common stock. Similarly, KFLPII has granted Cooper Lighting, Inc. an option to purchase up to 28,918 shares of Class A common stock that may be exercised upon exercise of

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- the KFLPII warrants to purchase 289,187 shares of Class A common stock. These warrants granted to Cooper will vest only if the KFLPII fully or partially exercises the option to purchase the 289,187 shares of Class A common stock.
- (5) This amount includes 1,498 shares of Class A common stock. The balance of 12,000 shares of Class A common stock may be acquired upon the exercise of options granted for serving as a director of Super Vision that were exercisable as of September 30, 2001, or that will become exercisable within 60 days after September 30, 2001.
 - (6) All of these shares consist of Class A common stock, and all may be acquired upon the exercise of options granted for serving as a director of Super Vision that were exercisable as of September 30, 2001, or that will become exercisable within 60 days after September 30, 2001.
 - (7) The address of Hayward Industries, Inc. is 900 Fairmont Avenue, Elizabeth, New Jersey 07207. This amount represents 249,480 shares of Class A common stock, and also includes 149,688 warrants to purchase Class A common stock that were exercisable as of September 30, 2001. However, this amount does not include up to 28,918 shares that may be acquired upon exercise of the options owned by Hayward Industries described in footnote (4) above.
 - (8) The address of Cooper Lighting, Inc. is 1121 Highway 74 South, Peachtree City, Georgia 30269. This amount represents shares of Class A common stock, but does not include 28,918 shares that may be acquired upon exercise of the options owned by Cooper Lighting Inc., in footnote (4) above.
 - (9) Does not include options to purchase 5,000 shares of Class A Common Stock granted to Mr. Wexler when he became a director of the company. These options may not be exercised until March 2002.
 - (10) This amount includes shares that may be acquired upon exercise of options and warrants held by directors and executive officers of Super Vision that were exercisable as of September 30, 2001, or that will become exercisable within 60 days after September 30, 2001.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

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On September 27, 1996, Super Vision entered into a lease agreement with Max King Realty, an entity controlled by Mr. Kingstone, our President, Chief Executive Officer and Chairman of the Board, for approximately 70,000 square feet of warehouse and office space. We began occupying this facility in August 1997. The lease term expires in June 2012. Rental payments for the year ended December 31, 2000 amounted to approximately \$581,520.

On November 23, 1998, we entered into a Stock Purchase Agreement with Cooper Lighting, Inc., a subsidiary of Cooper Industries, Inc. (a New York Stock

Exchange company trading under the symbol "CBE") pursuant to which we sold Cooper 250,369 shares of our Class A common stock for a purchase price of \$2,000,000. In addition, we entered into a distributorship agreement with two of Cooper's subsidiaries pursuant to which they were granted certain exclusive distribution rights in the United States and Canada to market and sell our fiber optic lighting products in certain markets including the architectural market. Cooper was also granted a ten-year warrant to purchase an additional 250,369 shares of our Class A Common Stock at \$8.02 per share. Vesting of this warrant was tied to Cooper's achievement of certain annual minimum purchase commitments. Cooper did not meet its minimum purchase commitments. Effective as of October 31, 2000, we mutually agreed to terminate our distribution agreement with Cooper. As a result, no shares may be purchased under this warrant. In addition, we issued Cooper a warrant to purchase up to 517,950 shares of our Class A Common Stock at fair market value if the number of our outstanding shares of Class A Common Stock increased as a result of the exercise of other outstanding warrants to purchase our stock. This warrant expired unexercised in May 1999. The Kingstone Family Limited Partnership II, which is controlled by Brett Kingstone, our president, chairman of the board and chief executive officer, also granted Cooper an option to purchase up to 28,918 shares of our Class A common stock that may be acquired upon exercise of warrants to purchase 289,187 shares of Class A common stock held by the partnership. These warrants will vest only if the partnership fully or partially exercises its warrant to purchase 289,187 shares of our Class A common stock. We have agreed to register under the Securities Act of 1933, at our expense, all of the shares of Class A Common Stock owned by Cooper, and the shares Cooper may purchase upon exercise of the warrants described above. Cooper also has the right to designate one director to our Board of

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Directors. Its current designee is Fritz Zeck. We derived approximately 13% of our total revenues from Cooper in 2000 and approximately 26% in 1999.

On September 25, 1996, we entered into a Stock Purchase Agreement with Hayward Industries, Inc. pursuant to which we sold Hayward 249,480 shares of our Class A common stock at a purchase price of \$8.02 per share. In addition, we entered into a distributorship agreement with Hayward pursuant to which Hayward was granted certain exclusive worldwide distribution rights to sell our fiber optic lighting products in the swimming pool and spa market. On August 15, 2001, we reached an agreement with Hayward terminating Hayward's exclusive distribution rights, as of September 30, 2001. Our agreement with Hayward allowed us to commence direct selling of our fiber optic lighting products in the swimming pool and spa market worldwide, except in the United States and Canada, as of August 15, 2001, and within the United States and Canada as of October 1, 2001. The termination of Hayward's exclusive distribution rights also released Hayward from any annual minimum purchase commitments for 2001 and beyond.

Also, as part of the September 1996 transaction with Hayward, we granted Hayward a ten-year warrant to purchase an additional 249,480 shares of our Class A Common Stock at \$8.02 per share. Vesting of this warrant was tied to achievement of certain annual minimum purchase commitments by Hayward. As of December 2000, warrants to purchase 199,584 shares were vested under this warrant. As part of our August 2001 agreement with Hayward, Hayward has relinquished its rights to 20% of the warrants to purchase 249,480 shares by requesting us to repurchase certain inventory previously purchased from Super Vision and has further agreed that an additional 20% of these warrants would be canceled. In the event we do not timely pay Hayward for the returned inventory, 20% of the warrants canceled or relinquished by Hayward will be reinstated. In September 1996, we also issued Hayward a warrant to purchase up to 522,000 shares of our Class A Common Stock at fair market value if the number of our outstanding shares of Class A Common Stock increased as a result of the exercise of other outstanding warrants to purchase our stock. This warrant expired unexercised in May 1999. The Kingstone Family Limited Partnership II, which is controlled by Brett Kingstone, our president, chairman of the board and chief executive officer, also granted Hayward an option to purchase up to 28,918 shares of our Class A common stock that may be acquired upon exercise of warrants to purchase 289,187 shares of Class A common stock held by the partnership. These warrants will vest only if the partnership fully or partially exercises its warrant to purchase 289,187 shares of our Class A common stock. We have agreed to register under the Securities Act of 1933, at our expense, all of the shares of Class A common stock owned by Hayward, and the shares Hayward may purchase upon exercise of the warrants described above. Hayward has the right to designate one director to our Board of Directors. Its current designee is Robert Wexler. We derived approximately 28% of our total revenues from Hayward in 2000 and approximately 19% in 1999.

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DESCRIPTION OF SECURITIES -----

Authorized Stock

Our authorized capital consists of 20,000,000 shares of common stock, par value \$.001 per share, and 5,000,000 shares of preferred stock, par value \$.001 per share. None of the preferred stock is outstanding. Our common stock is divided into two classes, Class A common stock and Class B common stock.

Common Stock

Class A Common Stock

Of our authorized common stock, 16,610,866 shares are classified as Class A common stock of which 2,082,610 shares were issued and outstanding as of September 30, 2001. Each outstanding share of Class A common stock is entitled to one vote, either in person or by proxy, on all matters that may be voted upon

by the owners thereof at meetings of the shareholders. Our Class A common stock and Class B common stock vote together as a single class on all matters on which stockholders may vote, except when class voting is required by applicable law.

Holders of our Class A common stock are entitled to dividends, together with the holders of Class B common stock, pro rata based on the number of shares held, when, as and if declared by the Board of Directors, from funds legally available therefore. In the case of dividends or other distributions payable in our stock, including distributions pursuant to stock splits or division of our stock, only shares of Class A common stock will be distributed with respect to Class A common stock. In the event of the liquidation, dissolution or winding up of the affairs of the company, all assets and funds of the company remaining after the payment to creditors and to holders of preferred stock, if any, will be distributed, pro rata, among the holders of the Class A common stock and Class B common stock. Holders of Class A common stock are not entitled to preemptive, subscription, cumulative voting, or conversion rights, and there are no redemption or sinking fund provisions applicable to the Class A common stock. The rights of the holders of our Class A common stock will be subject to, and may be adversely affected by, the rights of the holders of any series of preferred stock that may be issued in the future, including voting, dividend, and liquidation rights.

Class B Common Stock

Super Vision is authorized to issue 3,389,134 shares of Class B common stock, of which 483,264 shares are issued and outstanding as of September 30, 2001 and held by one holder of record. Each share of Class B common stock is entitled to five votes on all matters on which stockholders may vote, including the election of directors. The Class A common stock and Class B common stock vote together as a single class on all matters on which stockholders may vote, except when class voting is required by applicable law.

Holders of Class B common stock are entitled to participate together with the holders of Class A common stock, pro rata based on the number of shares held, in the payment of cash dividends and in the liquidation, dissolution and winding up of the company subject to the rights of holders of preferred stock, if any. In the case of dividends, or other distributions payable in stock of the company, including distributions pursuant to stock splits or divisions of our stock, only shares of Class B common stock shall be distributed with respect to Class B common stock.

Shares of Class B common stock are automatically convertible into an equivalent number of fully paid and non-assessable shares of Class A common stock upon the sale or transfer of such shares by the original record holder thereof except to another holder of Class B common stock. Each share of Class B common stock also is convertible at any time upon the option of the holder into one share of Class A common stock. There are no preemptive, redemption, conversion or cumulative voting rights applicable to the Class B common stock.

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The disparity in the voting rights between our common stock, as well as Mr. Kingstone's beneficial ownership of all of the Class B common stock, could discourage a proxy contest or make it more difficult for a third party to effect a change in our management and control.

Options and Convertible Securities Presently Outstanding

The following options and convertible securities are currently outstanding: (i) 438,875 shares issuable upon the exercise of warrants, (ii) 450,000 shares issuable upon the exercise of options granted or available for grant under Super Vision's 1994 Stock Option Plan, and (ii) 483,264 shares of Class B common stock automatically convertible into an equivalent number of shares of Class A common stock upon the sale or transfer of the Class B shares.

Preferred Stock

Our Board of Directors has the authority to issue 5,000,000 shares of preferred stock, \$.001 par value, none of which is issued and outstanding. The Board of Directors has authority to issue the preferred stock in one or more series and to fix, by resolution, conditional, full, limited or no voting powers, and such designations, preferences and relative, participating, optional or other special rights, if any, as the Board may deem advisable. The Board may also set the qualifications, limitations or restrictions of the preferred stock, if any, including the number of shares in a series (which the Board may increase or decrease as permitted by Delaware law), liquidation preferences, dividend rates, conversion or exchange rights, redemption provisions of the shares constituting any series, and such other special rights and protective provisions with respect to any class or series as the Board may deem advisable without any further vote or action by the stockholders. Any shares of preferred stock so issued would have priority over the common stock with respect to dividend or liquidation rights or both and could have voting and other rights of stockholders. The issuance of preferred stock with voting or conversion rights may adversely affect the voting rights of the holders of common stock. We have no present plans to issue shares of preferred stock.

Transfer Agent and Registrar

Our transfer agent and registrar for our securities is American Stock Transfer & Trust Company located at 59 Maiden Lane, New York, New York, 10038.

Reports to Security Holders

We will furnish to our stockholders annual reports containing audited financial statements. We may issue other unaudited interim reports to our stockholders as we deem appropriate.

SELLING STOCKHOLDER

The following table provides:

- . The name of the selling stockholder;
- . The number of shares beneficially owned by the selling stockholder before the offering; and
- . The number of shares being offered by the selling stockholder under this prospectus;

The table has been prepared on the basis of information furnished to us by or on behalf of the selling stockholder. Because the selling stockholder may offer all or some of the shares pursuant to this offering, no estimate can be given regarding the amount of shares that will be held by the selling stockholder after this offering. The table assumes that the selling stockholder will sell all of the shares it is offering under this prospectus, and that the selling stockholder will not acquire additional shares of our Class A common stock before the completion of this offering. Assuming all of the shares offered under

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this prospectus are sold, the selling stockholder will own less than 1% of the total number of shares of our Class A common stock outstanding after this offering.

Except as described below, the selling stockholder does not have, nor within the past three years has it had, any position, office or other material relationship with us or any of our predecessors or affiliates.

The information in this table is as of the date of this prospectus. Information concerning the selling stockholder may change from time to time and any such changed information will be described in supplements to this prospectus if and when necessary.

Name - ----	Shares Beneficially Owned Before Offering -----	Shares Offered -----
Hayward Industries, Inc.	428,086 (1)	428,086

- (1) Includes (i) 149,688 shares of our Class A common stock that are subject to warrants currently exercisable, and (ii) 28,918 shares of our Class A common stock that are subject to warrants that may only be exercised if all or part of an option to purchase 289,187 shares of our Class A common stock is exercised by the Kingstone Family Limited Partnership II.

In March 1997, we granted a 10-year warrant to purchase 289,187 shares of Class A Common Stock at \$7.00 per share to Brett Kingstone, our president, chairman of the board and chief executive officer. Mr. Kingstone subsequently assigned this warrant to the Kingstone Family Limited Partnership II, which Mr. Kingstone controls and is the general partner.

On September 25, 1996, we entered into a Stock Purchase Agreement with Hayward Industries, Inc., pursuant to which we sold Hayward 249,480 shares of our Class A common stock at a purchase price of \$8.02 per share. In addition, we entered into a distributorship agreement with Hayward pursuant to which it was granted certain exclusive worldwide distribution rights to market and sell our fiber optic lighting products in the swimming pool and spa market. On August 15, 2001, we reached an agreement with Hayward terminating Hayward's exclusive distribution rights as of September 30, 2001.

As part of the September 1996 transaction, Hayward was also granted a ten-year warrant to purchase an additional 249,480 shares of our Class A Common Stock at \$8.02 per share. Vesting of this warrant was tied to achievement of certain annual minimum purchase commitments by Hayward. As of December 2000, warrants to purchase 199,584 shares were vested under this warrant. As part of our August 2001 agreement with Hayward, Hayward has relinquished its rights to 20% of the warrants to purchase 249,480 shares by requesting us to repurchase certain inventory previously purchased from Super Vision and has further agreed that an additional 20% of these warrants would be canceled. In the event that we do not timely pay Hayward for the returned inventory, 20% of the warrants canceled or relinquished by Hayward will be reinstated. Certain other warrants granted to Hayward as part of the September 1996 transaction have terminated or expired unexercised. The Kingstone Family Limited Partnership II, which is controlled by Brett Kingstone, our president, chairman of the board and chief executive officer, also granted Hayward an option to purchase up to 28,918 shares of our Class A common stock that may be acquired upon exercise of warrants to purchase 289,187 shares of Class A common stock held by the partnership. These warrants will vest only if the partnership fully or partially exercises its warrant to purchase 289,187 shares of our Class A common stock. We have agreed to register, at our expense, all of the shares of Class A common stock owned by Hayward, and the shares Hayward may purchase upon exercise of the warrants described above, under the Securities Act of 1933. Hayward has the right to designate one director to our Board of Directors. Its current designee is Robert Wexler.

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The selling stockholder, or its pledges, transferees or other successors in interest, may sell the shares of Class A common stock covered by this prospectus from time to time in public or private transactions occurring on or off NASDAQ, at prevailing market prices or at negotiated prices. Sales may be made directly to purchasers or through brokers or to dealers, who are expected to receive customary commissions or discounts. To this end, the selling stockholder may offer its shares for sale in one or more of the following transactions:

- . in the over-the-counter market;
- . through the facilities of any national securities exchange or United States automated inter-dealer quotation system of a registered national securities association on which any of the shares of Class A common stock are then listed, admitted to unlisted trading privileges, or included for quotation in privately negotiated transactions;
- . in transactions other than on such exchanges or in the over-the-counter market;
- . in connection with short sales of our Class A common stock;
- . by pledge to secure debts and other obligations;
- . in connection with the writing of non-traded and exchange-traded call options, in hedge transactions and in settlement of other transactions in standardized or over-the-counter options; or
- . in a combination of any of the above transactions.

If the selling stockholder sells its shares directly, or indirectly through underwriters, broker-dealers or agents acting on its behalf, in connection with such sales, the broker-dealers or agents may receive compensation in the form of commissions, concessions, allowances or discounts from the selling stockholder and/or the purchasers of the shares for whom they may act as agent or to whom they sell the shares as principal or both. Such commissions, concessions, allowances or discounts might be in excess of customary amounts. To comply with the securities laws of certain jurisdictions, the securities offered in this prospectus will be offered or sold in those jurisdictions only through registered or licensed broker-dealers. In addition, in certain jurisdictions the securities offered in this prospectus may not be offered or sold unless they have been registered or qualified for sale in those jurisdictions, or unless an exemption from registration or qualification is available and is complied with. We are not aware of any definitive selling arrangement at the date of this prospectus between the selling stockholder and any broker-dealer or agent. We will not receive any of the proceeds from the resale of the shares by the selling stockholder, but may receive certain funds as described under "Use of Proceeds."

In connection with the distribution of its shares, the selling stockholder may enter into hedging transactions with broker-dealers. In connection with such transactions, broker-dealers may engage in short sales of the shares in the course of hedging the positions they assume with the selling stockholder.

The selling stockholder may also sell the shares short and redeliver the shares to close out the short positions.

The selling stockholder may also enter into option or other transactions with broker-dealers that require the delivery of the shares to the broker-dealer.

The selling stockholder may also loan or pledge its shares to a broker-dealer. The broker-dealer may then sell the loaned shares or, upon a default, may sell the pledged shares.

The selling stockholder and any dealer acting in connection with the offering or any broker executing a sell order on behalf of the selling stockholder may be deemed to be an "underwriter" within the

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meaning of the Securities Act of 1933. In that case, any profit on the sale of shares by the selling stockholder and any commissions or discounts received by any such broker or dealer may be deemed to be underwriting compensation under the Securities Act of 1933. Any such broker or dealer may be required to deliver a copy of this prospectus to any person who purchases any of the shares from or through such broker or dealer. These shares may later be distributed, sold, pledged, hypothecated or otherwise transferred. In addition to any other applicable laws or regulations, the selling stockholder must comply with regulations relating to distributions by the selling stockholder, including Regulation M under the Securities Exchange Act of 1934, as amended.

We have agreed to pay all fees and expenses incident to the registration of the shares, except commissions and discounts of underwriters, brokers, dealers or agents and fees and expenses of counsel or any other professionals or other advisors, if any, to the selling stockholder. The selling stockholder may indemnify any broker, dealer, agent or underwriter that participates in transactions involving sales of the shares against certain liabilities, including liabilities arising under the Securities Act of 1933.

If shares are sold in an underwritten offering, the shares may be acquired by the underwriters for their own account and may be further resold from time to time in one or more transactions, including negotiated transactions, at market prices prevailing at the time of sale, at prices related

to such prevailing market prices, at negotiated prices, or at fixed prices. The names of the underwriters with respect to any such offering and the terms of the transactions, including any underwriting discounts, concessions or commissions and other items constituting compensation of the underwriters and broker-dealers, if any, will be set forth in a supplement to this prospectus relating to such offering. Any public offering price and any discounts, concessions or commissions allowed or reallocated or paid to broker-dealers may be changed from time to time. Unless otherwise set forth in a supplement to this prospectus, the obligations of the underwriters to purchase the shares will be subject to certain conditions precedent and the underwriters will be obligated to purchase all of the shares specified in such supplement if any such shares are purchased.

In order to comply with the securities laws of certain states, if applicable, the shares will be sold in such jurisdictions only through registered or licensed brokers or dealers. In addition, in certain states, the shares may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and both we and the selling stockholder qualify for the exemption.

LEGAL MATTERS

Katz, Kutter, Haigler, Alderman, Bryant & Yon, P.A., Orlando, Florida, will pass on the validity of the Class A common stock offered under this prospectus for us.

EXPERTS

The consolidated financial statements of Super Vision International, Inc. at December 31, 1999 and 2000, and for each of the two years in the period ended December 31, 2000, appearing in this prospectus and Registration Statement have been audited by Ernst & Young LLP, independent auditors, as set forth in their report thereon appearing elsewhere herein, and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

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Super Vision International, Inc
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Report of Independent Certified Public Accountants

Board of Directors
Super Vision International, Inc.

We have audited the accompanying consolidated balance sheets of Super Vision International, Inc. and its subsidiary as of December 31, 2000 and 1999, and the related consolidated statements of operations, stockholders' equity, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an

opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the 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 financial statements referred to above present fairly, in all material respects, the consolidated financial position of Super Vision International, Inc. and its subsidiary as of December 31, 2000 and 1999, and the consolidated results of their operations and their cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States.

Ernst & Young LLP

Orlando, Florida
March 7, 2001

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SUPER VISION INTERNATIONAL, INC.
CONSOLIDATED BALANCE SHEETS

<TABLE>

<CAPTION>

ASSETS

	December 31,	
	2000	1999
	-----	-----
<S>	<C>	<C>
Current Assets:		
Cash and cash equivalents	\$ 1,673,639	\$ 1,172,855
Investments	1,398,517	369,916
Trade accounts receivable, less allowance for Doubtful accounts of \$146,693 and \$133,819 at December 31, 2000 and 1999, respectively	2,024,701	2,039,042
Inventories, less reserve of \$411,474 and \$300,686 at December 31, 2000 and 1999, respectively	2,302,154	2,254,533
Advances to employees	-	3,081
Prepaid expense	83,348	14,251
Other assets	26,000	12,557
	-----	-----
Total current assets	7,508,359	5,866,235
	-----	-----
Property and Equipment:		
Machinery and equipment	1,641,962	1,573,769
Furniture and fixtures	453,661	423,466
Computers	768,476	735,655
Vehicles	36,620	16,581
Leasehold improvements	976,646	909,246
Property held under capital lease	3,081,000	3,081,000
	-----	-----
	6,958,365	6,739,717
Accumulated depreciation and amortization	(2,271,136)	(1,641,034)
	-----	-----
Net property and equipment	4,687,229	5,098,683
	-----	-----
Investments	-	997,740
Goodwill, less accumulated amortization of \$4,679 and \$936 at December 31, 2000 and 1999, respectively	21,524	25,268
Patents and trademarks less amortization of \$41,028 and \$29,441 at December 31, 2000 and 1999, respectively	134,321	113,456
Other assets	160,327	172,273
	-----	-----
	\$12,511,760	\$12,273,655
	=====	=====
LIABILITIES AND STOCKHOLDERS' EQUITY		

Current Liabilities:		
Accounts payable	\$ 1,317,007	\$ 922,245
Accrued compensation and benefits	86,918	69,104
Deposits	25,753	30,542
Current portion of obligation under capital lease	68,388	46,788
	-----	-----
Total current liabilities	1,498,066	1,068,679
	-----	-----
Obligation under capital lease	3,060,556	3,128,944
	-----	-----
Stockholders' Equity:		
Preferred stock, \$.001 par value, 5,000,000 shares Authorized, none issued	-	-
Class A common stock, \$.001 par value, authorized 16,610,866 shares, 2,065,543 and 2,054,102 issued and outstanding at December 31, 2000 and 1999, respectively	2,066	2,054
Class B common stock, \$.001 par value, 3,389,134 shares Authorized, 483,264 issued and outstanding at December 31, 2000 and 1999, respectively	483	483
Accumulated other comprehensive loss	(9,938)	-

Additional paid-in capital	10,520,808	10,374,565
Accumulated deficit	(2,560,281)	(2,301,070)
	-----	-----
Total stockholders' equity	7,953,138	8,076,032
	-----	-----
	\$12,511,760	\$12,273,655
	=====	=====

</TABLE>

See accompanying notes to consolidated financial statements.

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SUPER VISION INTERNATIONAL, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS

<TABLE>
<CAPTION>

	Year Ended December 31,	
	2000	1999
	-----	-----
<S>	<C>	<C>
Revenues	\$11,654,167	\$9,809,260
Cost and Expenses:		
Cost of sales	7,918,273	6,327,123
Selling, general and administrative	3,322,547	2,978,481
Research and development	455,447	544,256
	-----	-----
Total costs and expenses	11,696,267	9,849,860
	-----	-----
Operating loss	(42,100)	(40,600)
Non-operating income (expense):		
Interest income	186,693	131,283
Other Income	34,023	-
Gain on sale of investments	15,725	-
Interest expense	(438,792)	(443,930)
Loss on disposal of property and equipment	(14,760)	(2,494)
	-----	-----
Total non-operating expense	(217,111)	(315,141)
	-----	-----
Loss before income taxes	(259,211)	(355,741)
Income taxes	-	-
	-----	-----
Net loss	\$ (259,211)	\$ (355,741)
	=====	=====
Loss Per Common Share:		
Basic	\$ (0.10)	\$ (0.14)
	=====	=====
Diluted	\$ (0.10)	\$ (0.14)
	=====	=====

</TABLE>

See accompanying notes to consolidated financial statements.

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SUPER VISION INTERNATIONAL, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

<TABLE>
<CAPTION>

	Common Stock						Accumulated Other Comprehensive Loss
	Class A		Class B		Additional Paid-in Capital	Accumulated Deficit	
	Shares	Amount	Shares	Amount			
	-----	-----	-----	-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Balance, January 1, 1999	2,020,418	\$2,020	483,264	\$483	\$10,236,139	\$ (1,945,329)	\$ -
Issuance of common stock warrants	-	-	-	-	(4,377)	-	-
Common stock issued in connection with acquisition	31,250	31	-	-	132,781	-	-
Exercise of employee stock options	2,434	3	-	-	10,022	-	-
Net loss	-	-	-	-	-	(355,741)	-
	-----	-----	-----	-----	-----	-----	-----
Comprehensive loss							
Balance, December 31, 1999	2,054,102	\$2,054	483,264	\$483	\$10,374,565	\$ (2,301,070)	\$ -
Issuance of common stock warrants	-	-	-	-	87,816	-	-
Exercise of employee stock options	11,441	12	-	-	58,427	-	-
Net Loss	-	-	-	-	-	(259,211)	-

Unrealized loss on available-for-sale securities	-	-	-	-	-	-	-	\$ (9,938)
	-----	-----	-----	-----	-----	-----	-----	-----

Comprehensive loss

Balance, December 31, 2000	2,065,543	\$2,066	483,264	\$483	\$10,520,808	\$ (2,560,281)	\$ (9,938)
	=====	=====	=====	=====	=====	=====	=====

<CAPTION>

	Total Stockholders' Equity	Comprehensive Loss
<S>	<C>	<C>
Balance, January 1, 1999	\$8,293,313	\$ -
Issuance of common stock warrants	(4,377)	-
Common stock issued in connection with acquisition	132,812	-
Exercise of employee stock options	10,025	-
Net loss	(355,741)	(355,741)
	-----	-----
Comprehensive loss		\$ (355,741)
		=====
Balance, December 31, 1999	\$8,076,032	
Issuance of common stock warrants	87,816	
Exercise of employee stock options	58,439	
Net Loss	(259,211)	(259,211)
Unrealized loss on available-for-sale securities	(9,938)	(9,938)
	-----	-----
Comprehensive loss		\$ (269,149)
		=====
Balance, December 31, 2000	\$7,953,138	
	=====	

</TABLE>

See accompanying notes to consolidated financial statements.

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SUPER VISION INTERNATIONAL, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS

<TABLE>
<CAPTION>

	Year Ended December 31,	
	2000	1999
<S>	<C>	<C>
Cash Flows from Operating Activities:		
Net loss	\$ (259,211)	\$ (355,741)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation	642,966	595,998
Net loss on disposal of property and equipment	14,760	2,494
Amortization of intangible assets and goodwill	15,331	10,225
Increase in inventory reserve	110,788	144,871
Increase in other assets	(10,362)	(64,663)
Unrealized loss on available-for-sale securities	(9,938)	-
Common stock warrants expense	87,816	-
Changes in operating assets and liabilities, net of effects of acquisition in 1999:		
(Increase) decrease in:		
Accounts receivable, net	14,341	(1,123,472)
Inventory	(158,409)	199,609
Prepaid expense	(69,097)	86,558
Other assets and advances to employees	11,946	17,378
Increase (decrease) in:		
Accounts payable	394,762	583,545
Accrued compensation and benefits	17,814	(65,319)
Deposits	(4,789)	26,091
	-----	-----
Total adjustments	1,057,929	413,315
	-----	-----
Net cash provided by operating activities	798,718	57,574
	-----	-----

Cash Flows from Investing Activities:		
Purchase of investments	(30,861)	(1,367,656)
Purchase of property and equipment	(247,204)	(283,773)
Proceeds from disposal of equipment and furniture	932	1,327
Acquisition of patents and trademarks	(32,452)	(25,124)
	-----	-----
Net cash used in investing activities	(309,585)	(1,675,226)
	-----	-----
Cash Flows from Financing Activities:		
Cost of issuance of common stock warrants	-	(4,377)
Proceeds from exercise of employee stock options	58,439	10,025
Payments on capital lease obligation	(46,788)	(13,283)
Proceeds from short term borrowings	-	404,715
Payments on short term borrowings	-	(404,715)
	-----	-----
Net cash provided by (used in) financing activities	11,651	(7,635)
	-----	-----
Net Increase (Decrease) in Cash and Cash Equivalents	500,784	(1,625,287)
Cash and Cash Equivalents, beginning of period	1,172,855	2,798,142
	-----	-----
Cash and Cash Equivalents, end of period	\$1,673,639	\$ 1,172,855
	=====	=====
Supplemental Disclosure of Cash Flow Information:		
Cash paid during period for:		
Interest	\$ 438,722	\$ 432,645
	=====	=====

</TABLE>

See accompanying notes to consolidated financial statements.

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SUPER VISION INTERNATIONAL, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS, CONTINUED

<TABLE>
<CAPTION>

	Year Ended December 31,	
	2000	1999
	-----	-----
<S>	<C>	<C>
Supplemental Disclosure of Cash Flow Information Continued:		
Non-Cash Investing Activities:		
Assets acquired through issuance of common stock	-	\$132,812
	=====	=====

</TABLE>

See accompanying notes to consolidated financial statements.

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SUPER VISION INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2000

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

BUSINESS - Super Vision International, Inc. (the "Company") is engaged in

the design, manufacture and marketing of SIDE-GLOW/(R)/ and END GLOW/(R)/ fiber optic lighting cables, light sources and "point-to-point" fiber optic signs and displays. The Company's products have a wide variety of applications in the signage, swimming pool, architectural, advertising and retail industries.

BASIS OF CONSOLIDATION - The consolidated financial statements include the

accounts of Super Vision International, Inc. and its wholly owned subsidiary Oasis Waterfalls, LLC (collectively, the "Company"). All significant inter-company balances and transactions have been eliminated.

On October 18, 1999, Super Vision International, Inc. entered into an Asset Purchase Agreement with Oasis Falls International, Inc. and Maas Industries to acquire substantially all of the assets of these businesses in the amount of \$132,812, in exchange for 31,250 shares of the Company's Class A Common Stock, par value \$.001 per share. The assets acquired included inventory, tooling, machinery and certain intangible assets relating to tooling and intellectual property rights.

Proforma consolidated results of operations were not prepared as if the acquisition had occurred at the beginning of fiscal year 1999 since the acquisition was not significant. The acquisition has been accounted for under the purchase method of accounting with assets acquired recorded at fair market value as of the effective acquisition date, and the operating

results of the acquired business included in the Company's consolidated financial statements from that date. The excess of the purchase price over the fair value of the net assets acquired (goodwill) aggregated approximately \$26,000, and is being amortized on a straight-line basis over 7 years.

REVENUE RECOGNITION - Generally, the Company recognizes revenue for its products upon delivery to customers, provided no significant obligation remain and collection is probable.

CASH EQUIVALENTS - Temporary cash investments with an original maturity of three months or less are considered to be cash equivalents.

INVESTMENTS - Marketable equity securities and debt securities are classified as available-for-sale. Available-for-sale securities are carried at fair value, with the unrealized gains and losses, net of tax, reported in a separate component of shareholders' equity. The amortized costs of debt securities in this category is adjusted for amortization of premiums and accretion of discounts to maturity. Such amortization is included in investment income. Realized gains and losses and declines in value judged to be other-than-temporary on available-for-sale securities are included in investment income. The cost of securities sold are based on the specific identification method. Interest and dividends on securities classified as available-for-sales are included in investment income.

At December 31, 2000 and 1999 investments were comprised of U.S. Corporate Securities and equity securities of approximately \$1,008,000 and \$391,000, respectively as compared to \$1,021,000 and \$371,000, respectively at December 31, 1999. The investment in U.S. Corporate Securities matures in 2001.

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SUPER VISION INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2000

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued):

INVESTMENTS - continued

The amortized cost, unrealized losses, and fair values of the Company's available-for-sale securities held at December 31, 2000 are summarized as follows:

<TABLE>
<CAPTION>

	Amortized Costs	Costs	Gross Unrealized Losses	Estimated Fair Value
<S>	<C>	<C>	<C>	<C>
Available-for-sale securities	\$ 400,634	\$ 400,634	\$ (9,938)	\$ 390,696
Hold-to-maturity securities	\$1,007,821	\$1,033,200	\$ (7,620)	\$1,000,201

</TABLE>

There were no material unrealized gains or losses on securities at December 31, 1999.

RECENT ACCOUNTING PRONOUNCEMENTS - In December 1999, the Securities and

Exchange Commission ("SEC") issued Staff Accounting Bulletin No. ("SAB 101"), "Revenue Recognition in Financial Statements". SAB 101 summarizes the SEC's views in applying generally accepted accounting principles to revenue recognition in financial statements. The Company adopted SAB 101 in the fourth quarter of fiscal 2000. The adoption of SAB 101 did not have a material effect on the Company's operations or financial position.

In April 2000, the Financial Accounting Standards Board issued FASB Interpretation No. 44, "Accounting for Certain Transactions Involving Stock Compensation, an interpretation of APB Opinion No. 25." Among other issues, that interpretation clarifies the definition of employees for purposes of applying Opinion No. 25, the criteria for determining whether a plan qualifies as a non-compensatory plan, the accounting consequence of various modifications to the terms of a previously fixed stock option or award and the accounting for an exchange of stock compensation awards in a business combination. This interpretation is effective July 1, 2000, but certain conclusions in the interpretation cover specific events that occur after either December 15, 1998 or January 12, 2000. To the extent that this interpretation covers events occurring during the period after December 15, 1998, or January 12, 2000, but before the effective date of July 1, 2000, the effect of applying this interpretation is recognized on a prospective basis from July 1, 2000. The implementation of this interpretation does not have a material impact on the Company's financial statements.

SFAS No. 133 "Accounting for Derivative Instruments and Hedging Activities" is required to be adopted in years beginning after June 15, 2000. Because of the Company's minimal use of derivatives, management does not anticipate that the adoption of the new Statement will have a significant effect on operating results or the financial position of the Company.

INVENTORIES - Inventories are stated at the lower of cost (first-in, first-out method), or market. Provision is made for any inventory deemed excessive or obsolete.

PROPERTY AND EQUIPMENT - Property and equipment are stated at cost.

Depreciation is computed by the straight-line method and is charged to operations over the estimated useful lives of the assets. The estimated useful lives of the property and equipment range from 3 to 20 years. Property held under capital lease is amortized over the life of the lease. Related amortization expense is included with depreciation in the accompanying consolidated statements of operations and accumulated depreciation in the accompanying consolidated balance sheets. Maintenance and repairs are charged to expense as incurred. The carrying amount and accumulated depreciation of assets sold or retired are removed from the accounts in the year of disposal and any resulting gain or loss is included in results of operations.

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SUPER VISION INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2000

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued):

INTANGIBLE ASSETS AND GOODWILL - Intangible assets, which are recorded at

cost, consist of patents and trademarks which are owned by the Company and are being amortized over their contractual lives using the straight-line method. Goodwill represents the excess cost of the acquired business over the fair value of net assets acquired and is being amortized on a straight line basis over 7 years. At each balance sheet date, management assesses whether there has been any permanent impairment in the value of intangibles. The factors considered by management include trends and prospects as well as the effects of obsolescence, demand, competition and other economic factors. No impairment losses have been recognized in any of the periods presented.

LONG-LIVED ASSETS - The Company periodically evaluates the recoverability

of its long-lived assets based on expected undiscounted cash flows and will recognize impairment of the carrying value of long-lived assets, if any is indicated, based on the fair value of such assets.

DEPOSITS - Payments received by the Company for services to be provided in

the following year are deferred and recognized as revenue in the period the services are provided.

RESEARCH AND DEVELOPMENT - Research and development costs to develop new

products are charged to expense as incurred.

ADVERTISING - Advertising costs, included in selling, general and

administrative expenses, are expensed when the advertising first takes place.

INCOME TAXES - Income taxes are provided for the tax effects of

transactions reported in the financial statements and consist of taxes currently due plus deferred taxes resulting from temporary differences. Such temporary differences result from differences in the carrying value of assets and liabilities for tax and financial reporting purposes. The deferred tax assets and liabilities represent the future tax consequences of those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized.

USE OF ESTIMATES - The preparation of financial statements in conformity

with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

EARNINGS PER SHARE - Basic loss per share is computed by dividing net loss

available to common stockholders by the weighted average common shares outstanding for the period. Diluted loss per share is computed giving effect to all potentially dilutive common shares. Potentially dilutive common shares may consist of incremental shares issuable upon the exercise of stock options, adjusted for the assumed repurchase of the Company's common stock, at the average market price, from the exercise proceeds and also may include incremental shares issuable in connection with convertible securities. In periods in which a net loss has been incurred, all potentially dilutive common shares are considered antidilutive and thus are excluded from the calculation.

STOCK-BASED COMPENSATION - The Company follows Accounting Principles Board

 Opinion No. 25, "Accounting for Stock Issued to Employees" and related interpretations in accounting for its stock-based compensation plans rather than the alternative fair value accounting provided under SFAS No. 123 "Accounting for Stock-Based Compensation."

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SUPER VISION INTERNATIONAL, INC.
 NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2000

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued):

COMPREHENSIVE INCOME - Pursuant to SFAS No. 130, "Reporting Comprehensive Income," the Company is required to report comprehensive income and its components in its financial statements.

BUSINESS SEGMENTS - Pursuant to SFAS No. 131, "Disclosure About Segments of a Business Enterprise and Related Information," the Company is required to report segment information. As the Company only operates in principally one business segment, no additional reporting is required.

2. INVENTORIES:

Inventories consist of the following:

<TABLE>
 <CAPTION>

	December 31,	
	2000	1999
<S>	<C>	<C>
Raw materials	\$1,759,504	\$1,770,519
Work in process	12,461	105,428
Finished goods	941,663	679,272
	-----	-----
	2,713,628	2,555,219
Less: Reserve for inventories	(411,474)	(300,686)
	-----	-----
Net inventories	\$2,302,154	\$2,254,533
	=====	=====

</TABLE>

3. CAPITAL LEASE OBLIGATION:

The Company leases its operating facility from a corporation owned by the Company's chief executive officer. The lease has a fifteen-year term extending through June 15, 2012. Assets recorded under capital lease and included in property and equipment are as follows:

<TABLE>

<S>	<C>
Office/Warehouse building	\$3,081,000
Less accumulated amortization	(718,900)

	\$2,362,100
	=====

</TABLE>

At December 31, 2000, future minimum lease payments for the capital lease are as follows:

<TABLE>

<S>	<C>
Year ending December 31:	
2001	\$ 598,481
2002	610,596
2003	628,404
2004	641,127
2005	659,821
2006 and thereafter	4,604,030

Minimum lease payments	7,742,459
Less amount representing interest and executory costs	(4,613,515)

Present value of net minimum lease payments under capital lease	\$ 3,128,944
	=====

</TABLE>

Deposits paid under this lease agreement totaled \$58,167 at December 31, 2000 and 1999. The Company's lease payments, including interest and executory costs were \$581,520 and \$553,097 in 2000 and 1999, respectively.

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SUPER VISION INTERNATIONAL, INC.
 NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2000

4. FINANCIAL INSTRUMENTS AND CREDIT RISKS:

The Company's financial instruments that are exposed to concentrations of credit risk consist of cash, cash equivalents and investments. The Company places its cash, cash equivalents and investments with high credit quality institutions. At times such investments may be in excess of the FDIC insurance limit. The Company also places its cash, cash equivalents and investments in money market funds, and debt securities with a major brokerage firm. These funds are uninsured. The total amount invested in money market funds at December 31, 2000 and 1999 was \$1,035,817 and \$820,047 respectively. The carrying values of cash equivalents, accounts receivable and accounts payable approximate fair value due to their short-term nature.

The Company relies on several Japanese companies as suppliers for fiber optics. While the Company believes alternative sources for fiber optics are available, the loss of these suppliers or significant delays in obtaining shipments could have a material adverse effect on the Company's operations until such time as alternative suppliers could be found or the Company could implement its own production capabilities.

5. INCOME TAXES:

As of December 31, 2000, the Company had approximately \$1,662,000 in net operating loss carryforwards for federal and state income tax purposes, which expire between 2010 and 2019.

Components of deferred tax assets (liabilities) are as follows:

<TABLE>

<CAPTION>

	December 31,	
	2000	1999
<S>	<C>	<C>
Accounts receivable	\$ 55,201	\$ 50,356
Inventories	208,015	161,294
Accrued expenses	52,194	20,701
Depreciation	(58,439)	(79,330)
Stock warrants	71,579	40,181
Other	10,344	7,423
Tax credits	11,157	11,157
Net operating loss carry forwards	625,250	675,519
	975,301	887,301
Valuation allowance	(975,301)	(887,301)
	\$ -	\$ -

</TABLE>

In accordance with SFAS No. 109, "Accounting for Income Taxes", valuation allowances are provided against deferred tax assets if, based on the weight of available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized. The Company has evaluated the realizability of the deferred tax assets on its balance sheet and has established a valuation allowance in the amount of \$ 975,301 at December 31, 2000.

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SUPER VISION INTERNATIONAL, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2000

5. INCOME TAXES (continued):

The following is a reconciliation of tax computed at the statutory federal rate to the income tax expense in the statements of operations for the years ended December 31, 2000 and 1999:

<TABLE>

<CAPTION>

	2000		1999	
	Amount	%	Amount	%
<S>	<C>	<C>	<C>	<C>
Tax benefit computed at statutory federal rate	\$ (88,131)	(34.00)%	\$ (120,952)	(34.00)%
	(8,432)	(3.25)	(12,158)	(3.42)
State tax benefit	88,000	33.95	126,041	35.43
Change in valuation allowance	9,694	3.74	7,069	1.99
Non-deductible expenses				
Other, net	(1,131)	(.44)	-	-
Income tax expense	\$ -	-	\$ -	-

</TABLE>

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December 31, 2000

6. CAPITAL STOCK:

CLASS A COMMON STOCK - At December 31, 2000 the Company has reserved Class

A Common Stock for issuance in relation to the following:

<TABLE>	
<S>	
Employee Stock Options	<C> 450,000
Conversion of Class B Common Stock	483,264
</TABLE>	

CLASS B COMMON STOCK - Each share of Class B Common Stock is entitled to

five votes on all matters on which stockholders may vote, including the election of directors. Shares of Class B Common Stock are automatically convertible into an equivalent number of shares of Class A Common Stock upon the sale or transfer of such shares.

STOCK WARRANTS AND UNIT PURCHASE OPTIONS - The Company had warrants and

unit purchase options to purchase shares of Class A Common Stock and Units as originally offered in the Company's initial public offering in March, 1994. The Class A Warrants for 1,639,500 had an exercise price of \$7.50 and the Class B Warrants had an exercise price of \$10.50, both expired as of March 29, 1999. No warrants were exercised in the year ended December 31, 1999.

The Unit Purchase Option had an exercise price of \$7.50 per Unit, and expired March 22, 1999. The options were not exercised. The Unit Purchase Option was held by the Underwriter of the Company's initial public offering or the Underwriter's designees as defined in the initial offering. The units consisted of a share of Class A Common Stock, a Class A Warrant and a Class B Warrant.

In addition, the Company has 567,504 warrants outstanding in connection with the capital transactions described below.

The Company has granted a 10-year warrant for 289,187 shares of Class A Common Stock to the Kingstone Family Limited Partnership II ("KFLP II"), of which Chairman and Chief Executive Officer of the Company, Brett Kingstone, controls and is the general partner. The warrant was granted on March 31, 1997, and expires March 31, 2007. KFLP II has granted an option to purchase up to 28,918 shares of the Class A Common Stock underlying the warrant upon the warrant's full or partial exercise to Cooper Lighting, Inc. ("Cooper"). KFLP II has also granted an option to purchase up to 28,918 shares of the Class A Common Stock underlying the warrant upon the warrant's full or partial exercise to Hayward Industries, Inc. ("Hayward").

CAPITAL STOCK TRANSACTIONS - On November 23, 1998, the Company entered into

a Stock Purchase Agreement with Cooper Lighting, Inc. ("Cooper"), a subsidiary of Cooper Industries, Inc. (a New York Stock Exchange Company trading under the symbol "CBE") pursuant to which the Company sold to Cooper 250,369 shares of its Class A Common Stock, for a purchase price of \$2,000,000. The Company incurred issuance costs associated with this transaction of \$4,377 in 1999. In addition, the Company entered into a Distributorship Agreement (the "Distributorship Agreement") with Cooper and Cooper Industries (Canada), Inc. ("Cooper Canada"), another subsidiary of Cooper Industries, Inc., pursuant to which Cooper and Cooper Canada were collectively granted the exclusive distribution rights in the United States and Canada to the Company's fiber optic products in the commercial, residential, industrial, institutional and public transportation markets, including, but not limited to, any and all lighting applications in or related to architectural lighting, accent lighting, down lighting, display cases, landscaping, confinement, explosion-proof, clean rooms, traffic signals, signage, outdoor area and emergency/exit lighting. In consideration for these rights, Cooper and Cooper Canada have collectively agreed, in accordance with the terms of the Distributorship Agreement, to purchase up to \$47,075,000 of the Company's products over a five year period, renewable after such period. Cooper was also granted a ten year warrant to purchase an additional 250,369 shares of Class A Common Stock of the Company at \$8.02 per share. The warrant expires November 23, 2008. Vesting of these warrants is tied to achievement of annual minimum purchase commitments as defined in the Distributorship Agreement.

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December 31, 2000

6. CAPITAL STOCK (continued):

Effective July 10, 2000, Cooper notified the Company that Cooper did not meet its minimum purchase commitment for the year ended December 31, 1999 and would not meet its purchase commitment for the year ending December 31, 2000, and further advised the Company that Cooper will not make up the deficiencies pursuant to its option in the Distributorship Agreement to maintain its exclusive sales rights in the Territory's Exclusive Market for the Company's products. Upon this notification, the Company exercised its

option to not excuse the deficiency and terminate Cooper's exclusive rights to distribute, market and sell the Company's products within the Territory's' Exclusive Market. Effective midnight on October 31, 2000, Cooper's exclusive rights for sale of the Company's products in the Territory's Exclusive Market terminated. As of December 31, 2000, Cooper did not have any vested warrants in relation to achievement of annual minimum purchase commitments.

Additionally, the Company issued 517,950 warrants to Cooper to purchase shares of Class A Common Stock at fair market value if the number of outstanding shares of Class A Common Stock of the Company is increased as a result of the exercise of the Company's currently outstanding warrants (the "Warrants"). The warrant for 517,950 shares expired on March 29, 1999. Cooper also has the right to designate one director to the Company's Board of Directors.

The Company had sales to Cooper and Cooper Canada in the amount of \$1,372,493 and \$106,458 respectively during 2000, as compared to \$2,327,392 and \$274,603 respectively during 1999. Trade accounts receivable from Cooper and Cooper Canada amounted to \$29,920 and \$73,506 respectively as of December 31, 2000, as compared to \$350,563 and \$202,166 respectively as of December 31, 1999.

On September 25, 1996, the Company entered into a Stock Purchase Agreement and Distributorship Agreement with Hayward. Under the terms of the Stock Purchase Agreement, Hayward purchased 249,480 shares of the Company's Class A Common Stock from the Company, at a price of \$8.02 per share, the approximate market value of the Class A Common Stock at the time. In addition, the Company granted 249,480 matching warrants for the purchase of additional shares, at an exercise price of \$8.02 per share. Vesting of the warrants is tied to achievement of annual minimum purchase commitments contained in the Distributorship Agreement. The warrants have a 10-year life and expire September 25, 2006. As of December 31, 2000, total vested warrants in relation to Hayward's achievement of annual minimum purchase commitments is 199,584. Additionally, the Company issued 522,000 warrants to Hayward, as well as certain other pre-emptive rights, intended to ensure that Hayward's ownership of the Company does not fall below 10% of the Company's publicly traded shares. These warrants expired in May 1999. As of December 31, 1999, 28,837 warrants were exercisable as defined in the Stock Purchase Agreement.

The Company had sales of \$3,290,337 and \$1,858,884 to Hayward during 2000 and 1999, respectively. Trade accounts receivable includes \$458,919 and \$444,908 due from Hayward at December 31, 2000 and 1999, respectively.

The Company derived approximately 28% of its total revenues from Hayward in 2000 compared to approximately 19% in 1999. The Company was recently notified by Hayward of an alleged intentional violation by the Company of the distributorship agreement to which the Company and Hayward are parties as a result of the Company's sale of its products into the exclusive swimming pool, spa and hot tub market granted to Hayward thereunder. Hayward has informed the Company that it believes that the alleged violation is a material and non-curable breach of the distributorship agreement. As a result, the Company and Hayward have commenced negotiations with respect to the alleged breach and the terms of their relationship. The Company expects that these negotiations will lead to the termination of this relationship and the distributorship agreement.

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SUPER VISION INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2000

6. CAPITAL STOCK (continued):

ESCROWED SHARES - In connection with the Company's initial public offering,

certain stockholders agreed to place an aggregate of 2,891,870 shares of their Class B Common Stock and 26,130 shares of Class A Common Stock into escrow. The escrowed shares would be transferred to the Company for no consideration if future earnings thresholds or stock bid price levels were not achieved. In the event the Company attained any of the earnings thresholds or stock bid prices for the release of escrowed shares to such stockholders, the Company would recognize compensation expense at such time based on the fair market value of the shares released to directors and employees. During 1997, 2,891,870 shares of Class B Common Stock held in escrow were voluntarily retired and returned to the Company treasury. Until March 29, 1999, 26,130 shares of Class A Common Stock were held in escrow. These shares were returned to the Company and retired in 1999.

7. STOCK OPTION PLAN:

The Company adopted a stock option plan that provides for the grant of incentive stock options and nonqualified stock options, and reserved 450,000 shares of the Company's Class A Common Stock for future issuance under the plan. The option price must be at least 100% of market value at the date of the grant and the options have a maximum term of 10 years.

The following table summarizes activity of the stock option plan for the years ended December 31, 2000 and 1999:

<TABLE>
<CAPTION>

Options	Number of	Weighted
---------	-----------	----------

	Available for Future Grant	Shares Under Option	Average Option Price
<S>	<C>	<C>	<C>
Balance, January 1, 1999	110,368	284,429	
Options granted	(111,500)	111,500	\$4.58
Options exercised	-	(2,434)	\$4.15
Options cancelled	105,116	(105,116)	\$7.15
Balance, December 31, 1999	103,984	288,379	
Options granted	(86,650)	86,650	\$7.23
Options exercised	-	(11,441)	\$5.12
Options cancelled	36,587	(36,587)	\$5.86
Balance, December 31, 2000	53,921	327,001	

</TABLE>

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SUPER VISION INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2000

7. STOCK OPTION PLAN (continued):

The weighted average fair value of options granted during 2000 and 1999 was \$3.25 and \$1.69 per option, respectively. At December 31, 2000, the 327,001 options outstanding under the plan are summarized in the following table:

<TABLE>
<CAPTION>

Option Shares	Range of Exercise Prices	Weighted Average Exercise Price	Weighted Average Remaining Life
<S>	<C>	<C>	<C>
125,101	\$3.28 - \$5.25	\$4.45	7.19
74,250	\$5.31 - \$7.25	\$6.37	7.08
127,650	\$7.38 - \$9.31	\$8.25	7.22

</TABLE>

Options granted vest ratably over a three-year period or vest based on achievement of performance criteria. As of December 31, 2000, 213,639 options were vested and exercisable. These options are summarized below:

<TABLE>
<CAPTION>

Option Shares	Range of Exercise Prices	Weighted Average Exercise Price	Weighted Average Remaining Life
<S>	<C>	<C>	<C>
88,035	\$3.28 - \$5.25	\$4.52	7.65
46,452	\$5.31 - \$7.25	\$6.50	7.22
79,152	\$7.38 - \$9.31	\$8.30	6.57

</TABLE>

The Company applies the disclosure-only provisions of SFAS No. 123, but applies Accounting Principles Board Opinion No. 25 and related interpretations in accounting for its plan. Accordingly, no compensation expense has been recognized for stock options granted under the plan. If the Company had elected to recognize compensation expense for stock options based on the fair value at grant date, consistent with the method prescribed by SFAS No. 123, net loss and loss per share would have been increased to the proforma amounts shown below:

<TABLE>
<CAPTION>

	2000	1999
<S>	<C>	<C>
Net loss:		
As reported	\$ (259,211)	\$ (355,741)
Proforma loss	\$ (408,929)	\$ (548,437)
Basic EPS:		
As reported	\$ (0.10)	\$ (0.14)
Proforma loss	\$ (0.16)	\$ (0.22)
Diluted EPS:		
As reported	\$ (0.10)	\$ (0.14)
Proforma loss	\$ (0.16)	\$ (0.22)

</TABLE>

These proforma amounts were determined using the Black-Scholes Valuation model with the following key assumptions: (a) an average discount rate of 6.17%; (b) a volatility factor of 35% based upon volatility of a comparable group of companies; and (c) an average expected option life of 7 years.

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December 31, 2000

8. SIGNIFICANT CUSTOMERS/EXPORT SALES:

Sales to foreign markets and significant customers as a percentage of the Company's total revenues were as follows:

<TABLE>
<CAPTION>

	2000	1999
<S>	<C>	<C>
Foreign markets	25%	26%
Significant customers	41%	45%

</TABLE>

9. LOSS PER SHARE:

The following table sets for the computation of basic and diluted earnings per share:

<TABLE>
<CAPTION>

	2000	1999
<S>	<C>	<C>
Numerator:		
Net loss (numerator for basic and Diluted loss per share)	\$ (259,211)	\$ (355,741)
Denominator:		
Denominator for basic loss per share -weighted average shares	2,544,005	2,504,583
Effect of dilutive securities:		
Options	-	-
Warrants	-	-
Dilutive potential shares	-	-
Denominator for diluted loss per share -adjusted weighted average shares	2,544,005	2,504,583
Basic loss per share	\$ (0.10)	\$ (0.14)
Diluted loss per share	\$ (0.10)	\$ (0.14)

</TABLE>

The employee stock options and certain warrants issued to Hayward (see Notes 6 and 7) are not included in the computation of loss per share for 2000 and 1999 because the related shares are contingently issuable or to do so would have been anti-dilutive. The Class A and Class B warrants, employee stock options, certain warrants issued to Hayward and the escrowed shares (see Notes 6 and 7) are not included in the computation of loss per share for 2000 and 1999 because the related shares are contingently issuable or to do so would have been anti-dilutive.

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SUPER VISION INTERNATIONAL, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2000

10. BENEFIT PLANS:

The Company has established a profit sharing plan that permits participants to make contributions by salary reduction pursuant to Section 401(k) of the Internal Revenue Code of 1986, as amended. The Company made matching contributions equal to 50%, of the participants' contributions, to a maximum of 3% of the participants' salary, totaling \$37,463 and \$29,874 for 2000 and 1999, respectively.

The Company has established a bonus plan, based on targeted sales levels, which provides incentive compensation for sales employees. Amounts charged to expense for bonuses to these employees were \$65,029 and \$33,049 for 2000 and 1999, respectively.

11. ADVERTISING COSTS:

The Company promotes its product lines primarily through print media. Such media includes trade publications, trade shows and promotional brochures. Advertising expenses included in selling, general and administrative expenses were approximately \$206,400 and \$193,300 for the years ended December 31, 2000 and 1999, respectively.

12. CONTINGENCIES:

In September 1999, WPI Electronics ('WPI") filed a lawsuit against the Company for breach of contract in the United States District court for the District of New Hampshire (Case number C-99-426-B) relating to the delivery of goods and claiming approximately \$576,000 in damages. The Company filed a motion to dismiss this action and a separate action against WPI in the U.S. District Court for the Middle District of Florida claiming that the

goods delivered by WPI were defective and claiming approximately \$1,646,000 in damages including recovery of inventory on hand and goods previously returned but already paid approximating \$198,000. The Company intends to defend the lawsuit vigorously. Due to the status of the litigation proceedings management is unable to estimate the possible loss or recovery or range of loss or recovery, if any at this time.

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INTERIM FINANCIAL STATEMENTS

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SUPER VISION INTERNATIONAL, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS

<TABLE>

<CAPTION>

	(Unaudited) September 30, 2001	December 31, 2000
	-----	-----
<S>	<C>	<C>
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 1,548,916	\$ 1,673,639
Investments	897,556	1,398,517
Trade accounts receivable, less allowance for doubtful accounts of \$112,721 at September 30, 2001 and \$146,693 at December 31, 2000	1,802,004	2,024,701
Inventories, less reserve of \$293,575 at September 30, 2001 and \$411,474 at December 31, 2000	2,517,174	2,302,154
Prepaid expense	129,781	83,348
Other assets	30,519	26,000
	-----	-----
Total current assets	6,925,950	7,508,359
	-----	-----
Property and Equipment	7,177,696	6,958,365
Accumulated depreciation and amortization	(2,769,586)	(2,271,136)
	-----	-----
Net property and equipment	4,408,110	4,687,229
Goodwill, less accumulated amortization of \$7,487 at September 30, 2001 and \$4,679 at December 31, 2000	18,717	21,524
Patents and trademarks, less amortization of \$51,398 at September 30, 2001 and \$41,028 at December 31, 2000	134,371	134,321
Other Assets	166,407	160,327
	-----	-----
	\$11,653,555	\$12,511,760
	=====	=====
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Accounts payable	\$ 1,211,774	\$ 1,317,007
Accrued compensation and benefits	7,362	86,918
Deposits	35,811	25,753
Current portion of obligation under capital lease	86,702	68,388
	-----	-----
Total current liabilities	1,341,649	1,498,066
Obligation Under Capital Lease less current portion	2,994,419	3,060,556
Stockholders' Equity:		
Preferred stock, \$.001 par value, 5,000,000 shares authorized, none issued	--	--
Class A common stock, \$.001 par value, authorized 16,610,866 shares, 2,082,610 and 2,065,543 issued and outstanding at September 30, 2001 and December 31, 2000, respectively	2,083	2,066
Class B common stock, \$.001 par value, authorized 3,389,134 shares, 483,264 issued and outstanding	483	483
Accumulated other comprehensive loss	(23,292)	(9,938)
Additional paid-in-capital	10,597,336	10,520,808
Accumulated deficit	(3,259,123)	(2,560,281)
	-----	-----
Total stockholders' equity	7,317,487	7,953,138
	-----	-----
	\$11,653,555	\$12,511,760
	=====	=====

</TABLE>

See accompanying notes to unaudited condensed consolidated financial statements.

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SUPER VISION INTERNATIONAL, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS - UNAUDITED

<TABLE>

<CAPTION>

	Nine Months Ended September 30,	
	2001	2000
	-----	-----
<S>	<C>	<C>

Revenues	\$8,786,708	\$7,648,531
Cost and Expenses:		
Cost of sales	5,849,474	5,353,641
Selling, general and administrative	3,095,439	2,168,859
Research and development	323,573	334,823
	-----	-----
Total costs and expenses	9,268,486	7,857,323
Operating Loss	(481,778)	(208,792)
Non-Operating Income (Expense):		
Interest income	102,659	133,437
Interest expense	(324,453)	(329,721)
Other income	12,550	83,570
Gain (Loss) on sale of investments	(7,820)	3,135
Loss on disposal of fixed assets	-	(15,531)
	-----	-----
Total net non-operating expense	(217,064)	(125,110)
Loss Before Income Taxes	(698,842)	(333,902)
Income Tax Expense	-	-
	-----	-----
Net Loss	\$ (698,842)	\$ (333,902)
	=====	=====
Net Loss Per Common Share:		
Basic	\$ (0.27)	\$ (0.13)
	=====	=====
Diluted	\$ (0.27)	\$ (0.13)
	=====	=====

</TABLE>

See accompanying notes to unaudited condensed consolidated financial statements.

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SUPER VISION INTERNATIONAL, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS - UNAUDITED

<TABLE>
<CAPTION>

	Nine Months Ended September 30,	
	2001	2000
	-----	-----
<S>	<C>	<C>
Cash Flows from Operating Activities:		
Net loss	\$ (698,842)	\$ (333,902)
Adjustments to reconcile net loss to net cash (used in) provided by Operating activities:		
Depreciation and amortization	522,926	531,051
Loss on disposal of fixed assets	--	15,531
(Decrease) increase in inventory reserve	(117,899)	147,262
Changes in operating assets and liabilities:		
Unrealized loss on available for sale securities	(13,354)	--
(Increase) decrease in:		
Trade accounts receivable, net	222,697	515,724
Inventories	(97,122)	(366,209)
Prepaid expense	(46,433)	(61,753)
Other assets	(21,897)	43,828
Increase (decrease) in:		
Accounts payable	(105,233)	(262,583)
Accrued compensation and benefits	(79,556)	(69,104)
Deposits	10,058	(7,922)
	-----	-----
Total adjustments	274,187	485,825
	-----	-----
Net cash (used in) provided by operating activities	(424,655)	151,923
Cash Flows from Investing Activities:		
Purchase of property and equipment	(219,331)	(114,213)
Proceeds from sale of investments	1,001,910	--
Purchase of investments	(500,949)	(16,884)
Acquisition of patents and trademarks	(10,420)	(2,028)
Deposits on equipment	--	(12,559)
Proceeds from disposal of equipment and furniture	--	4,118
	-----	-----
Net cash provided by (used in) investing activities	271,210	(141,566)
Cash Flows from Financing Activities:		
Cost on issuance of common stock	--	36,174
Payments on capital lease obligation	(47,823)	(34,478)
Proceeds from exercise of employee stock options	76,545	58,577
	-----	-----
Net cash provided by financing activities	28,722	60,273
	-----	-----
Net (Decrease) Increase in Cash and Cash Equivalents	(124,723)	70,630
Cash and Cash Equivalents, beginning of period	1,673,639	1,172,855
	-----	-----
Cash and Cash Equivalents, end of period	\$1,548,916	\$1,243,485

</TABLE>

See accompanying notes to unaudited condensed consolidated financial statements.

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SUPER VISION INTERNATIONAL, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

1. Summary of Significant Accounting Policies:

Principles of Consolidation and Basis of Presentation

The consolidated financial statements include the accounts of Super Vision International, Inc. and its wholly owned subsidiary Oasis Waterfalls, LLC (collectively, the "Company"). All significant inter-company balances and transactions have been eliminated.

In the opinion of the Company, the accompanying unaudited condensed consolidated financial statements contain all adjustments, consisting only of normal recurring accruals necessary to present fairly the Company's consolidated financial position, results of operations and cash flows for the periods presented. The results of operations for the interim periods presented are not necessarily indicative of the results to be expected for the full year.

The condensed consolidated financial statements should be read in conjunction with the financial statements and the related disclosures contained in the Company's Form 10-KSB dated March 22, 2001, filed with the Securities and Exchange Commission.

Business

The Company is engaged in the design, manufacture and marketing of SIDE-GLOW/(R)/ and END GLOW/(R)/ fiber optic lighting cables, light sources, waterfalls and "point-to-point" fiber optic signs and displays as well as LED lighting products. The Company's products have a wide variety of applications in the signage, swimming pool, architectural, advertising and retail industries.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Research and Development

Research and development costs to develop new products are charged to expense as incurred.

Advertising

Advertising costs, included in selling, general and administrative expenses, are expensed when the advertising first takes place.

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SUPER VISION INTERNATIONAL, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) - CONTINUED

1. Summary of Significant Accounting Policies (Continued):

Cash Equivalents

Temporary cash investments with an original maturity of three months or less are considered to be cash equivalents.

Investments

Marketable equity securities and debt securities are classified as available-for-sale. Available-for-sale securities are carried at fair value, with the unrealized gains and losses, net of tax, reported as comprehensive income (loss) and in a separate component of stockholders' equity. The amortized costs of debt securities in this category is adjusted for amortization of premiums and accretion of discounts to maturity. Such amortization is included in investment income. Realized gains and losses and declines in value judged to be other-than-temporary on available-for-sale securities are included in investment income. The cost of securities sold are based on the specific identification method. Interest and dividends on securities classified as available-for-sale are included in investment income. Unrealized losses on securities at September 30, 2001 or December 31, 2000 were \$23,292 and \$9,938 respectively.

At September 30, 2001, investments were comprised of equity securities of \$904,903. The investment in U.S. Corporate Securities matured in August 2001.

Derivative Investments and Hedging Activities

As of January 1, 2001, the Company adopted Financial Accounting Standards Board (FASB) Statement No. 133, Accounting for Derivative Instruments and Hedging Activities. FASB Statement 133 requires the Company to recognize all derivatives on the balance sheet at fair value. Derivatives that are not hedges must be adjusted to fair value through income. If a derivative is a hedge, depending on the nature of the hedge, changes in the fair value of the derivative will either offset against the change in fair value of the hedged item through earnings or be recognized in comprehensive income until the hedged item is recognized in earnings. As of and since the adoption of FASB 133, the Company has not entered into any derivative instruments, as defined in the statement.

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SUPER VISION INTERNATIONAL, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) - CONTINUED

2. Inventories:

Inventories consisted of the following components:

<TABLE>

<CAPTION>

	(Unaudited) September 30, 2001	December 31, 2000
<S>	<C>	<C>
Raw materials	\$ 1,990,971	\$ 1,759,504
Work in progress	8,083	12,461
Finished goods	811,695	941,663
	2,810,749	2,713,628
Less: Reserve for excess inventory	(293,575)	(411,474)
	\$ 2,517,174	\$ 2,302,154

</TABLE>

3. Capital Lease:

The Company leases its operating facility from a corporation owned by the Company's Chief Executive Officer. The lease has a fifteen-year term, and became effective June 15, 1997, extending through June 15, 2012.

Assets recorded under capital lease and included in property and equipment are as follows:

Office/Warehouse building	\$3,081,000
Less accumulated amortization	(872,950)
	\$2,208,050

Future minimum annual lease payments for remainder of 2001 and years subsequent thereto in the aggregate are as follows:

<TABLE>

<S>	<C>
2001	\$ 154,249
2002	610,596
2003	628,404
2004	641,127
2005	659,821
2006 and thereafter	4,604,030
Minimum lease payments	7,298,227
Less amount representing interest and executory costs	(4,217,106)
Present value of net minimum lease payments under capital lease	\$ 3,081,121

</TABLE>

Deposits paid under this lease agreement totaled \$59,167 at September 30, 2001.

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SUPER VISION INTERNATIONAL, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) - CONTINUED

4. Stock Option Plan:

The Company has a stock option plan that provides for the grant of incentive stock options and nonqualified stock options for up to 450,000 shares of the Company's Class A common stock under the plan. The option price must be at least 100% of market value at the date of the grant.

The following table summarizes activity of the stock option plan for the nine-month period ended September 30, 2001:

<TABLE>

<CAPTION>

Options	Number Of	Option
---------	--------------	--------

	Available for Future Grant	Shares Under Option	Price Per Share
<S>	<C>	<C>	<C>
Balance, January 1, 2001	53,921	327,001	\$3.28 - \$9.31
Options granted	(40,100)	40,100	\$5.88 - \$7.63
Options exercised	-	(17,067)	\$3.28 - \$6.00
Options cancelled	24,050	(24,050)	\$5.94 - \$9.31
Balance, September 30, 2001	37,871	325,984	

</TABLE>

Options granted vest ratably over a three-year period or vest based on achievement of certain performance criteria. As of September 30, 2001, 241,023 options were vested and exercisable.

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SUPER VISION INTERNATIONAL, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) - CONTINUED

5. Loss Per Share:

The following table sets forth the computation of basic and diluted loss per share in accordance with SFAS No. 128, "Earnings per Share."

<TABLE>

<CAPTION>

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2001	2000	2001	2000
<S>	<C>	<C>	<C>	<C>
Numerator:				
Net loss (numerator for basic and diluted earnings per share)	\$ (418,804)	\$ (68,870)	\$ (698,842)	\$ (333,902)
Denominator:				
Denominator for basic earnings per share -weighted average shares	2,565,582	2,572,095	2,558,735	2,568,556
Effect of dilutive securities:				
Options	-	-	-	-
Warrants	-	-	-	-
Dilutive potential shares	-	-	-	-
Denominator for diluted earnings per share -adjusted weighted average shares	2,565,582	2,572,095	2,558,735	2,568,556
Basic loss per share	\$ (0.16)	\$ (0.03)	\$ (0.27)	\$ (0.13)
Diluted loss per share	\$ (0.16)	\$ (0.03)	\$ (0.27)	\$ (0.13)

</TABLE>

Certain warrants are not included in the computation of loss per share because the related shares are contingently issuable or to do so would have been anti-dilutive for the periods presented.

6. Contingencies

Effective as of July 26, 2001, the Company and Hayward Industries, Inc. ("Hayward") entered into an agreement (the "Primary Agreement") resolving primary issues relating to the distribution relationship between the parties, including the Distributorship Agreement between the Company and Hayward dated as of September 25, 1996 (the "Distributorship Agreement"). Effective August 15, 2001 the Company and Hayward executed a Confidential Resolution Agreement incorporating the terms and conditions of the Primary Agreement and resolving all of the remaining issues relating to their business relationships.

Pursuant to the terms of the Confidential Resolution Agreement, Hayward has requested the Company to repurchase (at Hayward's cost of \$300,000) certain fiber optic lighting products previously sold by the Company to Hayward. The Company is obligated to deliver \$150,000 to Hayward on or before December 31, 2001 and \$150,000 on or before January 1, 2002. In connection with exercising this option to request the company to repurchase certain inventory, Hayward has elected to forfeit warrants covering 49,896 shares of the Company's class A common stock. The shares underlying Hayward's remaining warrants and other shares of the Company's stock owned by Hayward are subject to certain registration rights.

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SUPER VISION INTERNATIONAL, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) - CONTINUED

6. Contingencies (Continued):

In accordance with the Confidential Resolution Agreement, the Company has dismissed all of it's litigation against Hayward for alleged violations of previous contracts and relationships and Hayward has released claims, rights and causes of action it has alleged against the Company as outlined in the Confidential Resolution Agreement. Under the Confidential Resolution Agreement the Distributorship Agreement terminated effective September 30,

2001, including Hayward's exclusive worldwide rights to sell the Company's pool related products.

As part of the Confidential Resolution Agreement, Hayward has agreed not to sell fiber optic pool lighting products to customers in the United States or Canada, and the Company has agreed to pay Hayward royalties on gross sales of fiber optic pool lighting products sold by the Company to customers in the United States and Canada over a term of five years, at the rate of 5% of gross sales in the first year, 3% in the second and third years, and 2% in the fourth and fifth years; with a \$100,000 minimum payment during each of years one and two.

Pursuant to the terms of the Confidential Resolution Agreement, Hayward has requested the Company to repurchase (at Hayward's cost of \$300,000) certain fiber optic lighting products previously sold by the Company to Hayward. The Company is obligated to deliver \$150,000 to Hayward on or before December 31, 2001 and \$150,000 on or before January 1, 2002. In connection with exercising this option to request the company to repurchase certain inventory, Hayward has elected to forfeit warrants covering 49,896 shares of the Company's class A common stock. The shares underlying Hayward's remaining warrants and other shares of the Company's stock owned by Hayward are subject to certain registration rights.

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PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 24. Indemnification of Directors and Officers

Under Section 145 of the Delaware General Corporation Law, Super Vision can indemnify its directors and officers against liabilities they may incur in such capacities, including liabilities under the Securities Act of 1933, as amended, or the Securities Act. Our Certificate of Incorporation and Bylaws provide that we will indemnify our directors and officers to the fullest extent permitted by Delaware law. Our Certificate of Incorporation also includes a provision limiting director liability to us, or our stockholders, for monetary damages arising from certain acts or omissions in a director's capacity as a director. In addition, we have the ability to maintain insurance on behalf of our directors and officers to insure them against any liability asserted against them in their capacities as directors or officers or arising out of such status.

Our registration rights agreement with the selling stockholder contains reciprocal agreements of indemnity between us and the selling stockholders as to certain liabilities, including liabilities under the Securities Act and in certain circumstances could provide for indemnification of our directors and officers.

We have entered into indemnification agreements with each of our directors and executive officers which provide that we will indemnify our directors and executive officers against expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by a director or executive officer in connection with any civil or criminal action or administrative proceeding arising out of the performance of his duties as an officer, director, employee or agent of our company.

Item 25. Other Expenses of Issuance and Distribution

The estimated expenses of this offering, all of which are to be paid by the Registrant, are as follows:

SEC Registration Fee	\$ 685.01
Printing Expenses	1,000.00
Accounting Fees and Expenses	20,000.00
Legal Fees and Expenses	25,000.00
Miscellaneous Expenses	1,500.00
Total	\$48,185.01

Item 26. Recent Sales of Unregistered Securities

During the past three years, the Registrant has sold the following securities pursuant to exemptions from registration under the Securities Act of 1933, as amended:

1. On November 23, 1998, we entered into a Stock Purchase Agreement with Cooper Lighting, Inc., a subsidiary of Cooper Industries, Inc. (a New York Stock Exchange Company trading under the symbol "CBE") pursuant to which we sold to Cooper Industries, Inc. 250,369 shares of our Class A common stock, for a purchase price of \$2,000,000. In addition, we entered into a distributorship agreement with two of Cooper's subsidiaries pursuant to which they were granted certain exclusive distribution rights in the United States and Canada to market and sell our fiber optic lighting products in certain markets including the architectural market. Cooper was also granted a ten-year warrant to purchase an additional 250,369 shares of Class A

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Common Stock of the Company at \$8.02 per share. Vesting of this warrant was tied to achievement of certain annual minimum purchase commitments by Cooper. Cooper did not meet its minimum purchase commitments. As a result, Cooper cannot purchase any shares under this warrant. In addition, we issued 517,950 warrants to Cooper to purchase shares of our Class A common stock at fair market value if the number of our outstanding shares of Class A common stock increased as a result of the exercise of other outstanding warrants to purchase our stock. This

warrant expired unexercised in May 1999.

On March 27, 1997, we granted a 10-year warrant for 289,187 shares of our Class A common stock to the Kingstone Family Limited Partnership II ("KFLP II"), of which our Chairman and Chief Executive Officer, Brett Kingstone, controls and is the general partner. As part of the November 1998 transaction with Cooper, KFLP II granted an option to purchase up to 28,918 shares of the Class A common stock underlying the warrant upon the warrant's full or partial exercise to Cooper.

KFLP II has also granted an option to purchase up to 28,918 shares of the Class A common stock underlying the warrant upon the warrant's full or partial exercise to Hayward Industries, Inc.

The foregoing sales were made in reliance on Section 4(2) of the Securities Act of 1933. No general advertisement or solicitation of offerees was made and all purchasers signed and delivered to the Registrant agreements wherein they represented, among other things, that the securities would be held for their own account for investment only and not with the intent to engage in a distribution of such securities. The certificates representing such securities bear legends restricting transferability in transactions not registered under the Securities Act of 1933, and the securities registers of the Registrant bear stop transfer legends.

Item 27. Exhibits

- 3.1 Certificate of Incorporation of the Company/(1)/
- 3.2 Amendment to Certificate of Incorporation/(1)/
- 3.3 Amendment to Certificate of Incorporation/(8)/
- 3.4 Amendment to Certificate of Incorporation/(7)/
- 3.5 Bylaws/(1)/
- 4.1 Form of Class A Common Stock Certificate*
- 5.1 Opinion of Katz, Kutter, Haigler, Alderman, Bryant & Yon, P.A.*
- 10.1 Super Vision International, Inc. 1994 Stock Option Plan, as amended and restated/(7)/
- 10.2 Employment Agreement between the company and Brett M. Kingstone/(1)/
- 10.3 Form of Indemnification Agreement/(1)/
- 10.4.1 Lease for Presidents Drive facility*
- 10.4.2 Amendment to lease for Presidents Drive facility*
- 10.5 Warrant Agreement dated as of March 31, 1997 between the company and Brett M. Kingstone/(2)/
- 10.6 Stock Purchase Agreement between the company and Hayward Industries, Inc. dated as of September 25, 1996, including exhibits/(3)/
- 10.7 Stock Purchase Agreement between the company and Cooper Lighting, Inc. dated as of November 23, 1998, including exhibits/(4)/
- 10.8 Agreement between the Kingstone Family Limited Partnership II and Hayward Industries, Inc. dated as of March 9, 1999*
- 10.9 Amendment to Registration Rights Agreement between the company and Hayward Industries, Inc. dated as of March 9, 1999*
- 21.1 Subsidiaries of the Registrant/(9)/
- 23.1 Consent of Ernst & Young LLP (included in Part II of the Registration Statement)*

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- 23.2 Consent of Katz, Kutter, Haigler, Alderman, Bryant & Yon, P.A. (included in its opinion filed as Exhibit 5.1 hereto)*
- 24.1 Power of Attorney (included on signature page of Registration Statement)*

- -----
*Filed herewith

/(1)/ Incorporated by Reference to the Registrant's Registration Statement on Form SB-2 (File No. 33-74742)
/(2)/ Incorporated by Reference to the Registrant's Quarterly Report on Form 10-QSB for the quarter ended June 30, 1997
/(3)/ Incorporated by reference to the Registrant's Current Report on Form 8-K dated September 25, 1996
/(4)/ Incorporated by reference to the Registrant's Quarterly Report on Form 10-QSB for the quarter ended September 30, 1997
/(5)/ Incorporated by reference to the Registrant's Annual Report on Form 10-KSB for the year ended December 31, 1997
/(6)/ Incorporated by reference to the Registrant's Quarterly Report on Form 10-QSB for the quarter ended September 30, 1998
/(7)/ Incorporated by reference to the Registrant's Definitive Proxy Statement filed April 29, 1997
/(8)/ Incorporated by reference to the Registrant's Definitive Proxy Statement filed April 22, 1998
/(9)/ Incorporated by reference to the Registrant's Annual Report on Form 10-KSB for the year ended December 31, 2000

Insofar as indemnification for liabilities arising under the Securities Act of 1933 (the "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.

Item 28. Undertakings

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

In the event that a claim for indemnification against such liabilities (other than the payment by the company of expenses incurred or paid by a director, officer or controlling person of the company 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 company 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 Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes:

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1. To file, during any period in which it offers or sells securities, a post-effective amendment to this registration statement to:

- (i) include any prospectus required by section 10(a)(3) of the Securities Act;
- (ii) reflect in the prospectus any facts or events which, individually or together, represent a fundamental change in the information in the registration statement; and
- (iii) include any additional or changed material information on the plan of distribution.

2. That, for determining liability under the Securities Act, treat each post-effective amendment as a new registration statement of the securities offered, and the offering of the securities at that time to be the initial bona fide offering.

3. To file a post-effective amendment to remove from registration any of the securities that remain unsold at the end of the offering.

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SIGNATURES

In accordance with the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements of filing on Form SB-2 and authorized this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Orlando, State of Florida, on the 19th day of November 2001.

SUPER VISION INTERNATIONAL, INC.

By: /s/ Brett M. Kingstone

Brett M. Kingstone, Chairman
and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below under the heading "Signatures" constitutes and appoints Brett M. Kingstone his true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities to sign any or all amendments to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent, acting alone, 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 for all intents and purposes as he might or could do in person hereby ratifying and confirming all that said attorney-in-fact and agent, acting alone, or his 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 stated:

<TABLE>

<CAPTION>

Signatures

Title

Date

- - - - -
<S>

<C>

<C>

/s/ Brett M. Kingstone

----- Brett M. Kingstone ----- /s/ Larry J. Calise ----- Larry J. Calise ----- /s/ Anthony T. Castor ----- Anthony T. Castor ----- /s/ Brian McCann ----- Brian McCann </TABLE>	Chairman of the Board and Chief Executive Officer (Principal Executive Officer) Chief Financial Officer (Principal Financial and Accounting Officer) Director Director	November 19, 2001 November 19, 2001 November 19, 2001
---	--	---

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<TABLE> <S> /s/ Edgar Protiva ----- Edgar Protiva ----- /s/ Robert Wexler ----- Robert Wexler ----- /s/ Fritz Zeck ----- Fritz Zeck </TABLE>	<C> Director Director Director	<C> November 19, 2001 November 19, 2001 November 19, 2001
---	---	--

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Consent of Independent Certified Public Accountants

We consent to the reference to our firm under the caption "Experts" and to the use of our report dated March 7, 2001, with respect to the financial statements of Super Vision International, Inc. included in the Registration Statement (Form SB-2 No. 333-00000) and related Prospectus of Super Vision International, Inc. for the registration of 428,086 shares of its common stock.

/s/ Ernst & Young LLP

Orlando, Florida
November 19, 2001

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EXHIBIT INDEX.doc

EXHIBIT INDEX

<TABLE> <S> 4.1 5.1 10.4.1 10.4.2 10.8 10.9 23.1 23.2 24.1 </TABLE>	<C> Form of Class A Common Stock Certificate Opinion of Katz, Kutter, Haigler, Alderman, Bryant & Yon, P.A. Lease for Presidents Drive facility Amendment to lease for Presidents Drive facility Agreement between the Kingstone Family Limited Partnership II and Hayward Industries, Inc. dated as of March 9, 1999 Amendment to Registration Rights Agreement between the company and Hayward Industries, Inc. dated as of March 9, 1999 Consent of Ernst & Young LLP (included in Part II of the Registration Statement) Consent of Katz, Kutter, Haigler, Alderman, Bryant & Yon, P.A. (included in its opinion filed as Exhibit 5.1 hereto) Power of Attorney (included on signature page of Registration Statement)
--	---

-----NUMBER-----
SV

SUPER VISION INTERNATIONAL, INC.

-----SHARES-----

CUSIP 868042 10 2

SEE REVERSE FOR
CERTAIN DEFINITIONS

INCORPORATED UNDER THE LAWS
OF THE STATE OF DELAWARE

THIS CERTIFIES THAT

is the owner of

FULLY PAID AND NON-ASSESSABLE SHARES OF CLASS A COMMON STOCK OF THE PAR VALUE OF \$.001 PER SHARE OF

----- SUPER VISION INTERNATIONAL, INC. -----

transferable on the books of the Corporation by the holder hereof in person or by duly authorized Attorney, upon surrender of this Certificate, properly endorsed.
This Certificate is not valid until countersigned and registered by the Transfer Agent and Registrar.
WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.
[CERTIFICATE OF STOCK]

Dated:

[CORPORATE SEAL]

SECRETARY

PRESIDENT

</TABLE>

COUNTERSIGNED AND REGISTERED:
AMERICAN STOCK TRANSFER & TRUST COMPANY
(NEW YORK, N.Y.) TRANSFER AGENT
BY AND REGISTRAR

AUTHORIZED OFFICER

KATZ, KUTTER, HAIGLER, ALDERMAN, BRYANT & YON, P.A.

111 North Orange Avenue
Suite 900
Orlando, Florida 32801
Phone: (407) 841-7100
Facsimile: (407) 649-4719

November 20, 2001

Super Vision International, Inc.
8210 Presidents Drive
Orlando, FL 32809

Re: Super Vision International, Inc. Registration Statement on Form SB-2

Ladies and Gentlemen:

We have acted as counsel to Super Vision International, Inc., a Delaware corporation (the "Company"), in connection with the preparation and filing of a Registration Statement on Form SB-2 of the Company (the "Registration Statement"), filed with the Securities and Exchange Commission (the "Commission") on November 20, 2001 pursuant to the Securities Act of 1933, as amended. The Registration Statement relates to the sale of an aggregate of 428,086 shares of the Company's Common Stock, \$.001 par value (the "Common Stock"), consisting of 178,606 shares of Common Stock issuable upon exercise of certain warrants (the "Warrant Shares") and 249,480 outstanding shares of Common Stock (the "Outstanding Shares").

In connection therewith we have examined the Registration Statement, the Certificate of Incorporation and Bylaws of the Company, the records of certain corporate proceedings of the Company and such other statutes, certificates, instruments and documents relating to the Company and matters of law as we have deemed necessary to the issuance of this opinion. In such examination, we have assumed, without independent investigation, the genuineness of all signatures, the legal capacity of all individuals who have executed any of the aforesaid documents, the authenticity of all documents submitted to us as originals, the conformity with originals of all documents submitted to us as copies (and the authenticity of the originals of such copies), and that all public records reviewed are accurate and complete. As to factual matters, we have relied upon statements or representations of officers and other representatives of the Company, public officials or others and have not independently verified the matters stated.

Super Vision International, Inc.
November 20, 2001
Page Two

Based upon the foregoing, we are of the opinion (a) that the Outstanding Shares are duly authorized, validly issued, fully paid and non-assessable shares of Common Stock, and (b) that the Warrant Shares are duly authorized, and that upon the issuance of and the payment for the Warrant Shares as provided for in the warrant agreements, the Warrant Shares will be validly issued, fully paid and non-assessable.

We call your attention to the fact that the members of this firm who worked on the transactions contemplated herein are not licensed to practice law in any jurisdiction other than the State of Florida. To the extent the laws of Delaware are or may be applicable in rendering the foregoing opinion, our opinion is based solely upon a review of the General Corporation Law of the State of Delaware. Accordingly, except as provided in the preceding sentence, we express no opinion with respect to the laws of any jurisdiction other than the State of Florida and the federal laws of the United States typically applicable to transactions of the type contemplated by the Registration

Statement. Without limiting the generality of the foregoing, we also express no opinion concerning compliance with the laws or regulations of any other jurisdiction or jurisdictions. We assume no obligation to supplement this opinion if any applicable laws change after the date hereof or if we become aware of any facts that might change the opinions expressed herein after the date hereof.

The opinion expressed in this letter is solely for the use of the Company in connection with the Registration Statement. This opinion may not be relied on by any other person or in any other connection without our prior written approval. The opinion expressed in this letter is limited to the matters set forth herein, and no other opinion should be inferred beyond the matters expressly stated.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to us under the heading "Legal Matters" in the Registration Statement. In giving the foregoing consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Katz, Kutter, Haigler, Alderman,
Bryant & Yon, P.A.

LEASE

THIS AGREEMENT (the "Lease"), made and entered into by and between MAX KING REALTY, INC., a Delaware corporation ("Landlord"), and SUPER VISION INTERNATIONAL, INC., a Delaware corporation ("Tenant").

WITNESSETH:

1. PREMISES: Landlord, in consideration of the payments to it by Tenant of

the rents herein contained, which Tenant agrees to promptly pay, and in consideration of the performance by Tenant of the covenants hereinafter provided, which Tenant agrees to fully and promptly perform, does hereby agree to lease to Tenant:

A. That certain office/warehouse building, as outlined on the Site Plan attached hereto as Exhibit "A" and incorporated herein by reference (the "Leased Premises").

B. The Leased Premises includes the entire building and comprises a total of seventy-two thousand five hundred (72,500) +/- square feet, including approximately twelve thousand (12,000) square feet of space which will be finished as office space, by Tenant, at Tenant's expense, along with a minimum of one hundred (100) parking spaces (the "Building"). The legal description for the real property on which the Building and the Leased premises are located are more fully described in Exhibit "B" which is attached hereto and made a part hereof. The Landlord and Tenant have agreed that even though the Leased Premises comprises seventy-two thousand five hundred (72,500) +/- square feet, that the Base Rental will be computed during the first twenty-four (24) months on a reduced number of square feet as provided in Paragraph 3A hereof.

2. TERM: The initial term of this Lease shall commence as provided in

Paragraph 5 hereof, and shall end (unless sooner terminated) as hereinafter provided (on midnight on the date fifteen (15) years from the Date of Commencement as defined in Paragraph 5 hereof (the "Lease Term"), subject to the Option to Renew as hereinafter set forth. The parties hereto agree to execute, within thirty (30) days after the Date of Commencement, a supplement to this Lease in the form attached hereto as Exhibit "C", fixing the definite date of the commencement and ending of the Lease Term.

3. BASE RENTAL:

A. As annual rental for the Lease Term for the use and occupancy of the Leased Premises, Tenant shall pay to Landlord in lawful money of The United States of America, in advance on the first (1st) day of each and every month during the Lease Term, the Base Rental as follows:

Month 1 - 6 - \$7.10 per square foot
\$7.10 x 50,000 square feet payable at the rate of \$29,583.33 per month.

Month 7 - 12 - \$7.10 per square foot
\$7.10 x 55,000 square feet payable at the rate of \$32,541.66 per month.

Month 13 - 24 - \$7.45 per square foot
\$7.45 x 65,000 square feet payable at the rate of \$40,354.16 per month.

Month 25 - 36 - \$7.82 per square foot
\$7.82 x 72,500 square feet payable at the rate of \$47,245.83 per month.

Commencing in the fourth Lease Year, and payable monthly, the Base Rental will be increased annually by an amount equal to five (5%) percent of the Base Rental paid in the previous lease year, including the Base Rental to be paid during the five (5) year option as provided

in Paragraph 36 hereof, should tenant exercise its option to extend the term of this Lease.

In addition, Tenant shall pay all applicable Florida State sales tax.

B. If this Lease commences on a day other than the first (1st) day of the month, the first (1st) monthly installment of Base Rent shall be adjusted and prorated so that Tenant shall only pay rent for the actual number of days in the first (1st) month of said Term, but for all other months, Tenant shall pay the full monthly installment of Base Rent on the first (1st) day of each and every month.

C. Rent shall be mailed or delivered by Tenant to Landlord at such place as Landlord may designate in writing and rent shall be payable promptly on the first day of each and every month without prior demand therefor by Landlord.

D. Tenant hereby agrees with Landlord that Tenant shall pay to Landlord, (if said Base Rent and other sums due hereunder having been received after the tenth day of each month), a late charge equal to five (5%) percent of the total monthly rental due.

4. LANDLORD'S EXPENSES:

Landlord shall be obligated to pay "Operating Expenses" and "Taxes" for the Building and the Leased Premises as hereinafter defined.

A. "Operating Expenses" shall mean all expenses, costs and disbursements, of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the maintenance and/or operation of the Building, but shall not include the cost of individual tenant improvements. By the way of explanation and clarification, but not by way of limitation, operating Expenses will include the following:

(1) Wages and salaries of all employees engaged in operation and maintenance of the Building, employer's social security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages and salaries, the cost of disability and hospitalization insurance, pension or retirement benefits, and any other fringe benefits for such employees.

(2) All supplies and materials used in the operation and/or maintenance of the Building.

(3) Cost of all utility charges and assessments, including electricity, water, sewer and gas used by the Building and not charged directly to any tenant.

(4) Cost of building management, accounting, legal services, landscaping, routine cleaning and maintenance of exterior of the Leased Premises, cleaning and sweeping of the parking lot and sidewalks, building operating licenses, permits, inspection fees, maintenance of exterior plumbing, irrigation, and fire alarms, fire sprinkler system.

(5) Cost of casualty and liability insurance applicable to the Building and Landlord's personal property used in connection therewith.

B. "Taxes" shall mean all impositions, taxes, assessments (special or otherwise), and other governmental liens or charges of any and every kind, nature and sort whatsoever, ordinary and extraordinary, foreseen and unforeseen, and substitute therefor, including all taxes whatsoever attributable in any manner to the Building, including the land on which the Building is located.

5. LANDLORD'S CONSTRUCTION OBLIGATION: Subject to delays and circumstances

beyond Landlord's control, Landlord will undertake to complete construction of the Building and to complete the installation and construction of improvements to the Leased Premises, on or before February 1, 1997. Landlord shall construct the Leased Premises in accordance with and install such improvements to the Leased Premises as are described in the "Plans and Specifications for Improvement of Leased Premises" which are attached hereto as Exhibit "D", and made a part hereof by this reference. The improvements to the Leased Premises which are shown on the attached Exhibit "D" will be at Landlord's sole cost and expense.

Tenant interior buildout will be solely at Tenant's expense, with exception for Tenant interior office overhead lighting and a/c duct work to office and second floor sprinklers to offices which will be provided to Tenant at no charge by Landlord.

Should the Tenant request additional improvements to the Leased Premises other than those as shown on the Plans and Specifications for Improvement of Leased Premises, and Landlord or Landlord's general contractor installs or constructs such additional Tenant Improvements for the Tenant in the Leased Premises, Tenant shall pay the Landlord within ten (10) days of notification by Landlord thereof, all construction and installation costs, including any architectural and engineering consulting fees, plus five (5%) percent of the total of such cost as an administrative charge.

Landlord shall make its best efforts to complete the Leased Premises by February 1, 1997, but if the Leased Premises are not substantially completed and available for occupancy by said date, Tenant shall have no claim against Landlord due to such delay, accepting that the Term of this Lease shall not commence until the Leased Premises are deemed to be available to Tenant and the Term shall expire one hundred eighty (180) months thereafter.

The Leased Premises shall be deemed to be available to Tenant, and Base Rental shall begin to accrue upon the earlier of (i) fifteen (15) days after the Landlord's General Contractor completes construction of the exterior of the Building and notifies Tenant that Tenant may commence interior buildout, or (ii) the date that the Tenant commences occupancy or moves in manufacturing machinery into the Leased Premises. Actual occupancy of the Leased Premises by Tenant shall be conclusive evidence that the Leased Premises are in good order and in satisfactory condition at the time of such occupation.

6. UTILITIES: Tenant shall pay for the cost of all utilities consumed at

the Leased Premises.

7. INSURANCE: Landlord shall keep the Building of which the Leased Premises

form a part insured against loss by reason of fire or casualty with extended coverage in an amount determined by the Landlord. Landlord shall insure the Building in an amount sufficient to restore the Building to the condition that existed prior to the occurrence of the fire or other casualty causing the damage or destruction to the Leased Premises. In the event the cost of premiums on said fire and extended insurance increases due to the hazardous nature of the use and occupancy by Tenant of the Leased Premises, then the entire increase in insurance cost shall

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be paid by Tenant in a lump sum within thirty (30) days following receipt of invoice from the Landlord.

A. Landlord and Tenant agree that a mutual waiver of subrogation standard form will be inserted in all fire and extended coverage insurance policies carried by them with respect to the Leased Premises.

B. The Tenant shall, at all times during the Term of this Lease purchase and maintain insurance of the kind and in the amounts specified below:

(i) Property coverage for Tenant improvements and Tenant's personal property, furniture and equipment.

(ii) Workman's Compensation Insurance and Bodily Injury Liability and Property Damage Insurance adequate to protect Landlord and naming Landlord as an additional insured in the liability contract, against liability for injury

to or death of person in connection with the use, operation or condition of the Leased Premises in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) for injury to or death of one person in any one accident or occurrence, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) for injury to or death of more than one person in any one accident or occurrence, and against liability for damage to property in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for each accident or occurrence. In no event shall the limits of such policies be considered as limiting the liability of Tenant under this lease. All insurance required to be carried by Tenant under the provisions of this Paragraph shall be in companies, on forms and with loss payable clauses satisfactory to Landlord and copies of the policies of such insurance or certificates evidencing such insurance shall be delivered to Landlord by Tenant.

(iii) The insurance policies shall provide and require that the insurers give each party at least thirty (30) days notice prior to cancellation.

C. Prior to commencement of the Lease, Certificates of Insurance shall be delivered to the Landlord as evidence of the compliance with the terms and provisions herein contained.

8. USE OF PREMISES: Tenant shall use and occupy the Leased Premises only

for use as a general business office and for warehouse purposes and for no other purpose without Landlord's prior written consent.

9. INTERRUPTION OF SERVICE: Landlord does not warrant that any services

to be provided by Landlord will be free from interruption due to causes beyond Landlord's reasonable control. In the event of temporary interruption of services or unavoidable delay in the making of repairs, the same shall not be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises nor render Landlord liable to Tenant for damage by abatement of rent or otherwise, nor shall the same relieve Tenant from performance of Tenant's obligations under this lease.

10. WAIVER OF CLAIM: Tenant waives and releases all claims against

Landlord, its agents, employees, and servants, in respect of, and they shall not be liable for, injury to persons or damage to property sustained by Tenant or to the Leased Premises resulting directly, or indirectly, from any existing or future condition, defect, matter or thing in the Leased Premises, or the Building or any part of it, or from equipment or appurtenance therein, or from any accident, or from any occurrence act, negligence or omission of any Tenant or occupant of the Building, or of any other person; but nothing in this Paragraph 10 shall be deemed to relieve Landlord from liability for damages or injuries to person or property caused by or resulting from the gross negligence of Landlord, its agents,

servants or employees. Tenant shall, under no circumstances, be held liable for the negligent or intentional acts of Landlord, its agents, servants or employees. This Paragraph 10 shall apply also to damage caused as aforesaid or by flooding, sprinkling devices, air conditioning apparatus, water, frost, steam, excessive heat or cold, falling objects, broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures and shall apply equally whether any such damage results from the act or omission of other Tenants, occupants or of any other persons, and whether such damage be caused or result from any thing or circumstance above mentioned, or any other thing or circumstance, whether of a like or wholly different nature. If any such damage to the Leased Premises or to the Building or any equipment or appurtenance therein, or to any Tenant thereof, results from any act or omission or negligence of Tenant, its agents, employees, or invitees, Landlord, at Landlord's option, may repair such damage and Tenant shall, within ten (10) days following demand by Landlord, reimburse Landlord forthwith for all cost of such repairs and damages both to the Building and to the tenants or occupants thereof, in excess of the amount, if any, paid to Landlord under insurance covering such damages. All property in the Building or in the Leased Premises belonging to Tenant, its agents, employees or invitees, or to any occupant of the Leased Premises, shall be there at the risk of Tenant or other person only, and Landlord shall not be liable for damage thereto or theft, misappropriation, or loss thereof. Tenant agrees to hold Landlord harmless and to indemnify it

against claims and liability for injuries to all persons and for the damage to, due to any act or omission of Tenant, its agent, employees, guests, customers, clients and invitees.

11. CARE OF PREMISES: Tenant will, at Tenant's own expense, keep the

Building and Leased Premises in good repair and tenantable condition during the Lease Term. Tenant will, at its own cost and expense pay for all janitorial cleaning, pest control, light bulb replacement and will replace at its own expense any and all broken glass caused by Tenant in or about said Leased Premises.

During the term of this Lease, Tenant will make no alterations, additions or improvements in or to the Leased Premises without the written consent of Landlord, which consent shall not be unreasonably withheld, but may be predicated upon but not limited to Tenant's use of contractors who reasonably are acceptable to Landlord. Any alterations, additions or improvements made by Tenant will become the property of Landlord or at Landlord's option all or any part of said alterations, additions or improvements shall be removed by Tenant at the expiration of the Lease and the Leased Premises restored by Tenant to the condition that existed prior to the alterations, additions or improvements being made.

12. COMPLIANCE WITH LAWS AND REGULATIONS: Tenant shall comply with all

Federal, State, County and City laws, ordinances, rules and regulations affecting or respecting the use or occupancy of the Leased Premises by the Tenant or the business at any time thereon transacted by the Tenant, and Tenant shall comply with all reasonable rules and regulations which may be hereafter adopted by Landlord for the protection, welfare and orderly management of the Building and its Tenants or occupants.

13. HOLDING OVER: Upon expiration of this Lease, Tenant's continued

possession of the Leased Premises shall be deemed a month-to-month tenancy terminable by Landlord or Tenant upon fifteen (15) days' notice, but the rent due and payable during such tenancy shall be at twice the rate due for the last month of the unexpired term.

14. SIGNS: Tenant shall not install or locate signs in the windows and

doors of the Leased Premises or any other part of the Building or grounds, except the Building identification sign, and except those certain window and door signs as required by Tenant

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for specific advertising purposes, subject to Landlord's prior written approval, which approval, which approval shall not be unreasonably withheld.

15. WARRANTY OF QUIET ENJOYMENT: Tenant, upon paying the rents and keeping

and performing the covenants of this Lease to be performed by Tenant, shall peacefully and quietly hold, occupy, and enjoy the Leased Premises during said term or any renewal thereof without any let, hindrance or molestation by Landlord or any persons lawfully claiming under Landlord.

16. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Lease nor

sublet all or any part of the Leased Premises without first securing Landlord's written consent. If Landlord does consent to an assignment or subletting, the assignee and/or subtenant shall first assume in writing all of the obligations of Tenant under this Lease and Tenant shall, for the full term of this Lease, continue to be jointly and severally liable with such assignee or subtenant for the payment of rents and the performance of all obligations required of Tenant under this Lease. The Landlord shall not unreasonably withhold its aforesaid consent, however, the Tenant hereby acknowledges that the use of which the Leased Premises are put and the compatibility of any occupant of the Leased Premises with other tenants, and the ability to pay rent when due are of prime importance and significance to the Landlord in the operation and maintenance of the Building in which the Leased Premises are located.

17. FIRE OR OTHER CASUALTY: In the event the Leased Premises shall be

destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, whereby the same shall be rendered untenable, in whole or in part, then Landlord shall have the right to render such premises tenantable by repairs within one hundred eighty (180) days therefrom and this Lease shall not terminate. If the Leased Premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this Lease, and in the event of such cancellation, the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing. During any time that the Leased Premises are untenable due to causes set forth in this Paragraph, the rent or a just and fair proportion thereof shall abate.

18. EMINENT DOMAIN: If the whole or any part of the Leased Premises shall

be taken by any public authority under the power of eminent domain, or if so much of the Building or grounds shall be taken by any such authority under the power of eminent domain so that the Tenant cannot continue to operate its business in the Leased Premises, then the Term of this Lease shall cease as of the day possession is taken by such public authority and the rent shall be paid up to that day with proportionate refund by Landlord of any such rent as may have been paid in advance or deposited as security. The amount awarded for any taking under the power of eminent domain shall belong to and be the property of the Landlord whether such amount be awarded as compensation for diminution in value of the leasehold or the fee of the Leased Premises or as damage to the residue.

Tenant shall be entitled to receive that portion of the compensation attributable to the unexpired term of this Lease and any additional compensation attributable to the improvements constructed on the Leased Premises by the Tenant. Tenant shall be entitled to claim independently against the condemning authority for any damages expressly those applicable to Tenant's business, as the same may be permitted by law.

19. WAIVER: No waiver of any of the covenants and agreements here contained

or of any breach thereof shall be taken to constitute a waiver of any other subsequent breach of such covenants and agreements or to justify or authorize the

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non-observance at any other time of the same or of any other covenants and agreements hereof.

20. NOTICES: All notices required under this Lease to be given to Tenant

may be given to it at 8210 Presidents Drive, Orlando, Florida 32809, or as Tenant may designate in writing. Any such notice to be given to Landlord under this lease shall be given to it at 7718 Dawberry Court, Orlando, Florida 32819, or at such other place as Landlord may designate in writing. All notices shall be in writing and shall be sent by certified mail, postage prepaid or by personal delivery.

21. SUBORDINATION: This Lease shall be secondary, junior and inferior, at

all times, to the lien of any mortgage or mortgages, or other method of financing or refinancing and to all renewals, modifications, replacements, consolidations and extensions thereof, and Tenant shall execute and deliver all documents requested by any mortgagee or security holder to effect such subordination. Landlord shall have the right to make such reasonable changes or modifications to the Lease, with the exception of the Base Rental and the length of the Term of the Lease, as are reasonably requested by any mortgagee to facilitate the mortgaging of the Building.

22. FIXTURES AND ALTERATIONS: Tenant shall not, without Landlord's prior

written consent, change, alter or make additions to the Leased Premises, nor attach or affix any article hereto, nor permit any annoying sound device, overload any floor, or deface the Leased Premises. Any alterations, additions or improvements made or attached by Tenant upon the Leased Premises shall, on the expiration or termination of this Lease, if requested by Landlord, be promptly

removed at Tenant's expense and the Leased Premises restored by Tenant at its expense to its original condition as it existed at the time Tenant took occupancy, ordinary wear and tear excepted. Any such alteration, addition and/or improvement not requested to be removed shall remain on the Leased Premises and shall become and remain the property of Landlord. All Tenant's fixtures, installations and personal property not removed from the Leased Premises upon expiration or termination, and not required by Landlord to have been removed as provided in this Paragraph 22, shall be conclusively presumed to have been abandoned by Tenant and title thereto shall pass to Landlord under this Lease as by a bill of sale.

23. REDELIVERY OF PREMISES: Tenant shall, on the expiration or earlier

termination of this Lease, deliver up the Leased Premises in as good order and condition as it now is or may be put by Landlord, reasonable use and ordinary wear and tear thereof and damage by fire or other unavoidable casualty, condemnation or appropriation excepted, and Tenant shall promptly surrender all keys to the Leased Premises to Landlord.

24. EXAMINING AND EXHIBITING PREMISES: Landlord or its duly authorized

agent shall have the right to enter the Leased Premises at all reasonable times to examine the condition of the same and to make repairs to the Leased Premises or the Building. Within six (6) months prior to the date of the expiration of the Lease, Landlord or its authorized agent shall have the right to enter the Leased Premises at all reasonable times for the purposes of exhibiting the same to prospective tenants.

25. INDEMNIFICATION AND HOLD HARMLESS: Landlord and Tenant will indemnify

and save harmless the other and its agents, servants and employees from and against any and all liability, claims, demands, damages, expenses, suits, proceedings, actions and causes of actions of any kind, including attorney's fees, direct and or appeal, for injury (including deaths) to persons or damage to property when any such injury or damage shall be caused or result in whole or in part by any act, sole negligence or fault by such

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party, its agents, servants or employees and any and all visitors to the Leased Premises. Please see ADDENDUM 25A.

ADDENDUM 25A

Landlord hereby indemnifies and agrees to hold harmless tenant in the event any governmental agency, authority or other such entity having jurisdiction shall identify and make claim against the Tenant for any site contamination prior to tenant commencing interior buildout or taking possession of the premises. This includes ground water contamination, soil contamination or hazardous wastes occurring prior to tenant buildout or occupancy. Landlord is furnishing to tenant herewith a copy of the Phase II Environmental Testing confirming that there is no known contaminants found on the property as of the date of testing. Tenant agrees to indemnify, hold harmless Landlord and cover all liability and cleanup expenses for any governmental agency, authority or other such entity having jurisdiction shall identify and make any claim against Landlord for any site contamination that shall occur after Tenant commences buildout or occupancy. This includes ground water contamination, soil contamination or hazardous wastes occurring after tenant buildout or occupancy commences.

/s/ Brett M. Kingstone

/s/ John P. Stanney

Max King Realty, Inc.

Super Vision International, Inc.

26. CLEANLINESS OF PREMISES: Tenant will keep the interior of the Leased

Premises clean and will not store any refuse, trash or hazardous materials in the Leased Premises or in or around the Building of which the Leased Premises form a part, other than in the refuse containers provided by Landlord.

27. OTHER PROVISIONS: Except as hereinafter provided, Landlord shall have

the following rights exercisable without notice and without liability to Tenant:

A. To have pass keys to the Leased Premises, subject to Tenant's security requirements.

B. To approve the weight, size and location of safes, computers and other heavy articles or equipment in and about the Leased Premises.

C. Upon reasonable notice, at any time or times to make, at Landlord's own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Leased Premises, the Building or any part thereof, and to perform any acts related to the safety, protection and preservation thereof, and during such operations to take into and through the Leased Premises or any part of the Building all material and equipment required and to close or temporarily suspend operation of entrances, doors, corridors or other facilities, provided that Landlord shall cause as little inconvenience or annoyance to Tenant as is reasonably necessary in the circumstances, and shall not do any act which permanently reduces the size of the Leased Premises. Landlord may do any such work during ordinary business hours. If Tenant however, requests that such work be done during hours other than ordinary business hours, then Tenant shall reimburse Landlord for overtime and other expenses incurred as a result of such work.

D. To assess and bill Tenant separately for any excess trash and garbage collected at the Leased Premises during the Lease Term.

28. DEFAULT BY TENANT: It shall be an event of default and shall be

considered a breach of this Lease by Tenant if one or any of the following should occur:

A. If Tenant shall default in the payment of the Base Rent or other payment when due as herein provided, and such default shall continue for a period of seven (7) days or more; or if default shall be made in any of the other covenants, agreements, conditions or undertakings herein required to be kept, observed and performed by Tenant, and such other default shall continue for thirty (30) days after notice thereof in writing to Tenant; or

B. Tenant shall file a petition in voluntary or reorganization bankruptcy or under any applicable Chapters of the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary bankruptcy proceedings within sixty (60) days as hereinafter provided; or

C. Tenant shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for Tenant or for all or the major part of any of their property in any involuntary proceedings; or any court shall have taken jurisdiction of the major part of the property of Tenant in any involuntary proceedings for reorganization, dissolution, liquidation or winding up of Tenant, and such jurisdiction relinquished or vacated or stayed on appeal or otherwise within sixty (60) days; or

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D. Tenant shall make an assignment for the benefit of its creditors; or

E. Tenant shall vacate or abandon the Leased Premises for a period of thirty (30) days.

29. LANDLORD'S REMEDIES: Upon default by Tenant, Landlord, at its

discretion, may then exercise any one or more of the following options:

A. Terminate this Lease, remove all persons and property from the Leased Premises by summary proceedings or otherwise, and take possession of the Leased Premises, all without prejudice to Landlord's right to collect from Tenant any Base Rental, or other sum which became payable to Landlord prior to such termination, together with all damages suffered by Landlord resulting from Tenant's default hereunder;

B. Re-enter and take possession of the Leased Premises by any lawful means, make alterations and repairs to the Leased Premises, and relet or attempt to relet the Leased Premises, on behalf of Tenant and for Tenant's account, at such rent and under such terms and conditions as Landlord may deem best under the circumstances for the purpose of, in good faith, reducing Tenant's liability hereunder, and Landlord shall not be deemed to have thereby accepted a surrender of the Leased Premises, and Tenant shall remain liable for all damages suffered by Landlord because of Tenant's default under this Lease; it being understood that at any time during such repossession or reletting, Landlord may, by delivering written notice to Tenant, elect to exercise its option to accept a surrender of the Leased Premises, terminate this Lease, and retake possession of the Leased Premises on behalf of Landlord;

C. Landlord may declare the entire remaining unpaid rent and other charges due hereunder (discounted to the net present value computed with a ten (10%) percent discount rate) to be immediately due and payable, and take such action available to Landlord to recover and collect same and seek to mitigate Tenant's damages by reletting as described in Paragraph B above; or

D. Exercise any and all rights and privileges and pursue any remedy that Landlord may have under the laws of the State of Florida. No default whatsoever of this Lease shall be deemed waived or any term, condition or covenant herein varied, nor shall the Landlord's failure or delay to take advantage of any default constitute a waiver of the Landlord's right thereby nor any subsequent or continued breach of any requirement of this Lease. All remedies provided for in this Lease shall be in addition to, and not in substitution for, any remedies otherwise available to Landlord, at law or in equity, including, but without limitation, any and all rights of Landlord to a lien for Rent upon Tenant's furniture, fixtures, equipment and Leasehold Improvements.

30. LIENS:

A. Tenant agrees that Tenant, after the date of initial occupancy, will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen and other liens of like character, and will indemnify Landlord against all legal costs and charges arising by virtue of Tenant repairing, altering, adding to, or improving the Premises, bond premiums for release of liens, including reasonable attorneys fees reasonably incurred (whether litigation is necessary or not) and discharging the Leased Premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by Tenant. It is understood and agreed between the parties hereto that the costs and charges above referred to shall be considered as additional rent. The foregoing shall not be deemed to authorize any repairs, alterations, additions or improvements by Tenant.

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B. The Tenant herein shall not have any authority to create any liens for labor or material on the Landlord's interest in the Leased Premises or the Building, and all persons contracting with the Tenant for the erection, installation, alteration, or repair of improvements on or to the Leased Premises, and all materialmen, contractors, mechanics, and laborers are hereby charged with notice that they must look to the Tenant to secure the payment of any bill for work done or material furnished during the rental period created by this Lease.

31. ESTOPPEL CERTIFICATE: Tenant and Landlord, upon request, one from the

other, shall give or exchange, one with the other, estoppel certificates which shall confirm to others that the Lease is in full force and effect, that neither party is in default and/or such other information regarding the Lease as may be reasonably appropriate and factual, upon which any third parties to whom such estoppel certificates are provided may rely. If requested by the holder of any mortgage on the Building, Tenant agrees to give written notice to such lender of any default by Landlord under the terms of this Lease together with a reasonable period of time to cure such default.

32. VALIDITY: It is understood and agreed that in the event any provision

of this Lease shall be adjudged, decreed, held or ruled to be invalid, such portion shall be deemed severable, and it shall not invalidate or impair the agreement as a whole or any other provisions of this Lease.

33. SUCCESSORS AND ASSIGNS: This Lease and all provisions, covenants and

conditions thereof shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties hereto, except that no person, firm, corporation nor court officer holding under or through Tenant in violation of any of the terms, provisions or conditions of this Lease, shall have any right, interest or equity in or to this Lease, the terms of this Lease or the Leased Premises covered by this Lease.

34. DEFAULT BY LANDLORD: In the event Landlord shall default hereunder,

Tenant shall not be authorized to withhold rent or terminate this Lease unless otherwise authorized herein, or unless Landlord has been adjudicated in default by a court of competent jurisdiction, and Tenant has obtained a final, non-appealable judgment against Landlord, in which event Tenant shall be authorized to withhold rent and offset its rent payments against the amount due and owing Tenant by Landlord pursuant to the judgment. Tenants remedies hereunder shall be limited to the institution of suit against Landlord for any damages resulting from such default.

35. ENTIRE AGREEMENT: This Lease and the Exhibits attached hereto

constitute the entire agreement between the parties and supersedes all prior agreements. No waiver, modifications, additions or addenda to this Lease shall be valid unless in writing and signed by both the Landlord and the Tenant. The following Exhibits listed hereafter shall be considered a part of this Lease.

EXHIBIT "A"	SITE PLAN
EXHIBIT "B"	LEGAL DESCRIPTION
EXHIBIT "C"	SUPPLEMENT TO LEASE
EXHIBIT "D"	PLANS AND SPECIFICATIONS FOR IMPROVEMENT OF LEASED PREMISES

36. RENEWAL: If not in default, Tenant may, by giving Landlord twelve (12)

months advance written notice, prior to the expiration of the then applicable Term of this Lease, request that the Term of this Lease be extended for one (1) additional period of five (5) years. The Base Rental for the Renewal Term shall be as provided in Paragraph 3 hereof.

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37. MEMORANDUM OF LEASE: Simultaneous with the commencement of the term of

this Lease, either Landlord or Tenant shall have the right to record among the public records of Orange County, Florida, a memorandum of this Lease in lieu of recording this lease.

38. RADON GAS: The following notice is incorporated into this Lease

pursuant to Florida Statutes, Section 404.056(8), to-wit:

"RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to person who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

39. HAZARDOUS SUBSTANCES: Tenant shall not cause or permit any hazardous or

toxic substances, materials or waste ("Hazardous Substances") to be used, generated, stored or disposed of in, on or under, or transported to or from the Leased Premises or the Building ("Hazardous Materials Activities") unless Tenant first obtains the written consent of Landlord. Both parties shall at all times and in all respects comply with all local, state, and federal laws, ordinances, regulations and orders relating to Hazardous Substances.

Each party shall indemnify, defend (by counsel acceptable to the other), protect, and hold the other harmless, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, costs (including clean-up) or expenses (including attorney's fees, consultant's fees and expert's

fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by indemnitors (a) causing or permitting the presence in, on, under, or about the Leased Premises or the Building of any Hazardous Substances; (b) causing or permitting any discharge or release in or from the Leased Premises or the Building of any Hazardous Substances; (c) use, storage, transportation, generation, disposal, release or discharge of Hazardous Substances to, in, on, under, about or from the Leased Premises or the Building; and (d) failure to comply with any Hazardous Substances law. The obligations under this section shall survive the expiration or earlier termination of the term of this Lease.

40. BROKER'S COMMISSION: Landlord and Tenant acknowledge that neither party

has employed a broker or finder in connection with this transaction. Landlord and Tenant agree to indemnify, defend and hold the other harmless from and against any commissions or fees, or claims for commissions or fees, as a result of any contract or agreement each has or may have with any broker or finder.

41. PARKING: Landlord shall provide non-exclusive parking for the benefit

of Tenant, its employees, customers and visitors and for the benefit of other tenants at the Building, in the areas shown on the Site Plan attached hereto as Exhibit "A".

42. TRANSFER BY LANDLORD: If the interest of Landlord under this Lease

shall be transferred, whether voluntarily or by reason of foreclosure, voluntary sale or other proceedings for the enforcement of any mortgage on the Leased Premises, Tenant shall be bound to such transferee (herein sometimes called the "Transferee"), under the terms, covenants and conditions of this Lease, for the balance of the Term hereof remaining, and any

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extensions or renewal hereof which may be affected in accordance with the terms and provisions hereof, to the same force and effect as if the Transferee were the Landlord under this Lease, and Tenant does hereby agree to attorn to the Transferee, including the Mortgagee under any such mortgage, if it be the Transferee as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments upon the Transferee succeeding to the interest of Landlord under this Lease. The respective rights and obligations of Tenant and the Transferee, upon such attornment, to the extent of the then remaining balance of the Term of this Lease, and any extensions and renewals, shall be and are the same as those set forth herein.

43. FORCE MAJEURE: Landlord shall be excused for the periods of any delay

in performance of any obligation under this Lease, when the delay is a result of any cause or causes beyond its control, which includes, but is not limited to, all labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing.

44. EFFECTIVE DATE: This lease shall become effective upon execution and

delivery by both Landlord and Tenant.

45. ATTORNEYS' FEES: In the event either Party shall find it necessary to

engage attorneys to enforce its right or the other Party's performance under this Agreement, the non-prevailing party agrees to be responsible for the prevailing party's expenses thereof, including but not limited to court costs and reasonable attorneys' fees, whether or not litigation is commenced.

46. MISCELLANEOUS: Except as otherwise expressly set forth in this Lease,

the covenants, conditions, agreements, terms and provisions herein contained shall be binding upon, and shall inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns. No rights, however, shall inure to the benefit of any assignee or sub-lessee of Tenant unless the assignment or sub-lease to such assignee or sub-lessee has been approved by Landlord in writing as provided herein. It is understood and agreed between the parties hereto that time is of the essence of all the terms,

	MICHELLE F AMES	
[logo]	My Commission CC395253	/s/ Michelle F Ames
	Expires Jul. 25, 1996	-----
	Bonded by HAI	Notary Public
	800-422-1555	

Personally Known	X	OR Produced Identification
---		-----

Type of Identification Produced	N/A
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EXHIBIT "A"
SITE PLAN

EXHIBIT "B"

Block "A", ORLANDO CENTRAL PARK NUMBER THIRTY EIGHT, as recorded in Plat Book 6, Page 60, Public Records of Orange County, Florida; TOGETHER WITH: the following described A.T. & T. Easement Area, to wit: From the Northwest corner of the Northeast one-quarter of Section 33, Township 23 South, Range 29 East, run North 89 degrees 48 minutes 17 seconds East 204.51 feet along the North boundary of the said Northeast one-quarter; run thence South 00 degrees 11 minutes 43 seconds East 100 feet to the point of beginning of the easement area herein described, said point being the point of intersection of the southerly right-of-way line of the roadway now known and called Sand Lake Road (sometimes referred to as State Road 528A) with the Westerly right-of-way line of the roadway now known and called Presidents Drive as shown on the Plat of ORLANDO CENTRAL PARK NUMBER THIRTY-TWO as recorded in Plat Book 5, Page 59, of the Public Records of Orange County, Florida: from said point of beginning continue South 00 degrees 11 minutes 43 seconds East 1135.00 feet along the said Westerly right-of-way line of Presidents Drive; run thence South 89 degrees 48 minutes 17 seconds West 10.00 feet; run thence North 00 degrees 11 minutes 43 seconds West 1135.00 feet to the aforesaid Southerly right-of-way line of Sand Lake Road; run thence North 89 degrees 48 minutes 17 seconds East 10.00 feet along said Southerly right-of-way line to the point of beginning.

A portion of Block A, ORLANDO CENTRAL PARK NUMBER THIRTY EIGHT, as recorded in Plat Book 6, Page 60 of the Public Records of Orange County, Florida.

Being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of Section 33, Township 23 South, Range 29 East, thence N 89 degrees 48' 17" E, along the Northerly line of the Northeast 1/4 of said Section 33, and the centerline of Sand Lake Road, a distance of 204.51 feet; thence departing the Northerly line of the Northeast 1/4 of said Section 33, and the centerline of Sand Lake Road, S 00 degrees 11' 43" E, a distance of 100.00 feet to the Southerly right of way line of Sand Lake Road; thence departing the said Southerly right of way line, continue S 00 degrees 11' 43" E along the Westerly right of way line of Presidents Drive, a distance of 1135.00 feet to the point of beginning; thence departing the said Westerly right of way line S 89 degrees 48'17" W, a distance of 140.00 feet; thence S 00 degrees 11'43" E, a distance of 385.05 feet; thence S 59 degrees 00'54" W, a distance of 80.00 feet to the Northeasterly right of way line of Florida's turnpike; thence S 30 degrees 59'06" E, along the said Northeasterly right of way line, a distance of 155.95 feet; thence departing the said Northeasterly right of way line, N 89 degrees 48'17" E a distance of 153.90 feet then N 00 degrees 11'43" W, a distance of 433.61 feet; thence N 50 degrees 36'38" E, a distance of 20.00 feet to the Westerly right of way line of Presidents Drive and being a point on a circular curve concave Northeasterly, having a radius of 180.00 feet, and a radial bearing of N 50 degrees 36'38"E, through a central angle of 39 degrees 11'39"; thence Northwesterly along the arc of said curve, and the said Westerly right of way line, a distance of 123.13 feet to point of

beginning.

EXHIBIT "C"

DECLARATION BY LANDLORD AND TENANT
AS TO DATE OF DELIVERY AND ACCEPTANCE OF
POSSESSION OF LEASED PREMISES

This Declaration is hereby attached to and made a part of the Lease dated _____, 1996, entered into by and between _____, as Landlord, and _____, as Tenant.

Landlord and Tenant do hereby declare that possession of the Leased Premises was accepted by Tenant on the ____ day of _____, 1996; the Leased Premises required to be constructed and finished by the Landlord in accordance with the Lease have been satisfactorily completed by Landlord and accepted by Tenant; the Lease is now in full force and effect; and as of the date hereof, Landlord has fulfilled all of its obligations under the Lease. The Lease Commencement Date is hereby established as _____ 1997, and the term of this Lease shall expire on _____, ____.

ATTEST:

LANDLORD:

By: _____
Title: _____

ATTEST:

LANDLORD:

By: _____
Title: _____

EXHIBIT "D"

PLANS AND SPECIFICATIONS FOR
IMPROVEMENTS OF LEASED PREMISES

1. Landlord Buildout Provisions. Landlord will be responsible for all expenses

related to site development, installation of the concrete slab, all interior plumbing within the slab, including installation of services for Tenant cabling and extrusion machinery, shower facilities, bath and cafeteria facilities, extending power service to the Building, construction of exterior walls, roofing, steel trusses, air conditioning system (not internal duct work in offices) and ceiling sprinkler system outside of all offices (including all open manufacturing areas) plus sprinklers on second floor offices. The walls will be constructed of 100% concrete tilt wall construction, providing for a 30' ceiling height with floor truss mounts located on the 15' level of all perimeter walls. The floor truss mounts will allow Tenant to, at its cost and expense, increase the size of the Demised Premises by building out a second floor as and when needed by Tenant, subject to Landlord's prior written approval. Landlord will install and maintain external trees and landscaping around the exterior of the Building. Landlord will also maintain and install a parking lot having a minimum of 100 parking spaces adjacent to the Building. In addition, Landlord has agreed, at its expense, to install and maintain for exterior common area use, the following:

- A. Concrete picnic tables and benches located on grass areas surrounding perimeter of the Property.
- B. Beach sand volleyball court to be located at the rear of the Building facing the lake.

- C. Basketball courts located on the perimeter of the current parking area. Courts will be located to minimize any adverse effect on the car parking area.
- D. A runner's stretching area and "PAR" course will be installed at the Property.

2. Tenant Buildout Provisions. Tenant will pay for all interior buildout costs

at the Demised Premises, including, but not limited to, all internal power service necessary or required to operate Tenant's machinery and equipment, air compressor units, piping, lighting in all factory areas, bath and shower facilities, all office, R&D, and showroom facilities. Tenant will install a fire, smoke and security alarm system with automatic notification to a monitoring station, as selected by Tenant. All costs and expenses incurred in such security alarm system shall be paid for by Tenant. The building will be 100% sprinkled with interior sprinklers in all office drop ceilings at the Leased Premises. Tenant shall pay for all drop ceilings throughout premises and plumbing, piping and sprinkling to and within first floor offices. Landlord will be responsible for sprinklers on second floor offices.

MAX KING REALTY, INC. 7718 Dawberry Court Orlando, FL 32819 407-876-2626

Wednesday, July 29, 1998

John P, Stanney
Super Vision International, Inc.
2442 Viscount Row
Orlando, FL 32809

Dear John:

This letter of agreement is to confirm that, for consideration provided, from years 5 through 15 of the lease between Super Vision International, Inc. and Max King Realty, Inc. Super Vision will agree to pay any increase in property taxes that may occur during that period that exceed 2.5% in any one year. This amount will be paid in full upon presentation of the property tax bill showing an increase of excess of 2.5% over the prior year during the last eleven years of the lease. Please sign below to confirm your agreement as an amendment to our lease.

Sincerely,

/s/ Brett Kingstone

Brett Kingstone
Max King Realty, Inc.

APPROVED AND ACCEPTED:

/s/ John Stanney

John Stanney
President, Super Vision International, Inc.

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("Amendment") is made and entered into this 27th day of March, 1998, by and between MAX KING REALTY, INC., a Delaware corporation ("Landlord") and SUPER VISION INTERNATIONAL, INC., a Delaware corporation ("Tenant").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant previously entered into that certain Lease (the "Lease") with an effective date of September 27, 1996, for certain commercial premises located in Orange County, Florida, and

WHEREAS, Landlord and Tenant desire to amend the lease as provided herein.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The aforementioned recitals are true and correct and are incorporated herein by this reference.
2. All capitalized terms used herein shall have the meaning ascribed thereto in the Lease unless otherwise defined herein.
3. The following provision which is contained within Paragraph 3.A of the Lease:

"Commencing in the fourth Lease Year, and payable monthly, the Base Rental will be increased annually by an amount equal to five (5%) percent of the Base Rental paid in the previous Lease Year, including the Base Rental to be paid during the five (5) year option as provided in Paragraph 36 hereof, should Tenant exercise its option to extend the term of this Lease."

is hereby amended in its entirety to read as follows:

"The Base Rental which is due and payable during the fourth (4th) Lease Year shall be equal to the Base Rental which is due and payable during the third (3rd) Lease Year. Commencing with the fifth (5th) Lease Year, and payable monthly, the Base Rental will be increased bi-annually (i.e., every two (2) Lease Years) by an amount equal to five (5%) percent of the Base Rental paid in the previous Lease Year, including the Base Rental to be paid during the term of the five (5) year option as provided in Paragraph 36 hereof, should Tenant exercise its option to extend the term of this Lease. Accordingly, and by way of example, the Base Rental which is due and payable during the fifth (5th) Lease Year shall be five (5%) percent greater than the Base Rental paid during the fourth (4th) Lease Year. Similarly, the Base Rental which is due and payable during the seventh (7th) Lease Year shall be five (5%) percent greater than the Base Rental paid during the sixth (6th) Lease Year, and so forth."

4. To the extent any provisions of the Lease are inconsistent with this Amendment, this Amendment shall control and the terms of the Lease are superseded and without legal effect.
5. Except as otherwise set forth herein, the terms and conditions of the Lease are hereby ratified and confirmed in all respects and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease Agreement the day and year first above written.

WITNESSES:

LANDLORD:

MAX KING REALTY, INC.
a Delaware corporation

/s/ Deidre Chin See

Print Name: Deidre Chin See

/s/ Fritz Meyne, Jr.

Print Name: Fritz Meyne, Jr.

By: /s/ Brett M. Kingstone

Print Name: Brett M. Kingstone

Its: President

Dated: 3/26/98

TENANT:

SUPER VISION INTERNATIONAL,
INC., a Delaware corporation

/s/ Deidre Chin See

Print Name: Deidre Chin See

/s/ Fritz Meyne, Jr.

Print Name: Fritz Meyne, Jr.

By: /s/ John P. Stanney

Print Name: John P. Stanney

Its: President

Dated: 3/26/98

AGREEMENT

AGREEMENT entered into as of this 9th day of March, 1999 between Kingstone Family Limited Partnership II, a Nevada limited partnership ("Seller") and Hayward Industries, Inc. ("Hayward").

W I T N E S S E T H:

- - - - -

WHEREAS, Super Vision International, Inc. (the "Corporation") and Hayward entered into a Stock Purchase Agreement dated as of September 25, 1996 (the "Stock Purchase Agreement") whereunder, among other things, Hayward agreed to purchase 249,480 shares of the Corporation's class A common stock, \$.001 par value (the "Class A Common Stock"), and, through its wholly-owned subsidiary Hayward Pool Products, Inc., to enter into certain distributorship arrangements with the Corporation; and

WHEREAS, in connection with the transactions contemplated under the Stock Purchase Agreement, Brett M. Kingstone ("Kingstone") and Hayward entered into an Option Agreement dated September 25, 1996 (the "Option Agreement") whereunder, under the terms and conditions contained therein, Kingstone granted to Hayward an option to purchase up to ten (10%) percent of Kingstone's Escrow Shares (as defined under the Escrow Agreement dated as of January 21, 1994 [the "Escrow Agreement"]) among the Corporation, American Stock Transfer & Trust Company, Kingstone and other stockholders of the Corporation); and

WHEREAS, in March 1997, Kingstone delivered his Escrow Shares to the Corporation for cancellation and, in connection therewith, the Corporation and Kingstone entered into a Warrant Agreement dated March 31, 1997 (the "Warrant") whereunder, under the terms and conditions contained therein, the Corporation granted to Kingstone the right and option to purchase up to 289,187 shares of the Class A Common Stock (the "Warrant Shares") at an exercise price of \$7.00 per share; and

WHEREAS, on June 30, 1998 and for estate planning purposes, Kingstone transferred the Warrant to the Seller, a family limited partnership; and

WHEREAS, in connection with the cancellation of Kingstone's Escrow Shares, the Corporation, Hayward and Kingstone have agreed to terminate the Option Agreement and to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, it is hereby agreed as follows:

1. Termination of Option Agreement. As of the date hereof, the Option

Agreement is hereby terminated and, as of the date hereof, all of the terms and conditions shall no longer be in full force and effect.

2. Grant of Option. In connection with the execution and delivery of the

Stock Purchase Agreement, and in exchange for payment by Hayward to the Seller of the amount of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Seller), the Seller hereby grants to Hayward, or its designated affiliate, an option with respect to a portion of the Warrant Shares pursuant to the terms hereinafter set forth:

(a) In each event of the exercise of the Warrant by the Seller (an "Exercise") the Seller shall immediately notify Hayward thereof, specifying the number of Warrant Shares subject to such Exercise, whereupon Hayward shall have the right and option, exercisable at any time prior to 45 days from and after such Exercise (each, a "Termination Date"), to purchase ten (10%) percent of the Warrant Shares issued to the Seller upon such Exercise, which in no event shall exceed up to a total of 28,918 of the Warrant Shares at any time under this Agreement (such Warrant Shares, in each case the "Option Shares"), at a purchase price calculated as hereinafter set forth (the "Purchase Price"). Any right of Hayward to purchase such Option Shares shall expire upon the applicable Termination Date and such shares shall no longer be deemed Option Shares for purposes of this Agreement.

(b) The Purchase Price shall in each instance be calculated by the Seller and Hayward as the fair market value of the relevant Option Shares, with each share of Class A Common Stock included therein valued with reference to the Market Price for 30 consecutive business days prior to the date of the Exercise Notice (as hereinafter defined), appropriately modified by the parties to reflect any stock splits, stock dividends, reclassifications, or similar events; and should the Seller and Hayward fail promptly to agree as aforesaid, by an appraiser independent of the Seller, Hayward or the Corporation, qualified in such matters, upon whom the Seller and Hayward shall promptly agree. For purposes of this Subparagraph (b), the term "Market Price" shall mean: (i) the average closing sale price for 30 consecutive business days (or such other period as Hayward may consent to), ending the date prior to the date of the Exercise Notice, of the Class A Common Stock as reported by the Nasdaq National Market System, if the Class A Common Stock is so reported, or (ii) if not so reported, the average last reported sale price for 30 consecutive business days (or such other period as Hayward may consent to), ending the date prior to the date of the Exercise Notice of the Class A Common Stock on the primary exchange on which the Class A Common Stock is traded, if the Class A Common Stock is traded on a national securities exchange, or (iii) if not so reported or traded, the average of the last reported bid and asked prices of the Class A Common Stock for 30 consecutive business days (or such other period as Hayward may consent to), ending the date prior to the date of the Exercise Notice, of the Class A Common Stock, as reported by the Nasdaq SmallCap Market or other automated quotation system of a registered national securities association, or (iv) if not so

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reported or traded, as determined by the Board of Directors of the Corporation in its reasonable discretion.

3. Exercise of Option. Hayward shall, at its election, in each case

exercise the foregoing right and option by giving written notice to the Seller (each, an "Exercise Notice") specifying the time and date, no earlier than five nor later than 15 days after the delivery of such notice to the Seller (the "Closing Date"), at which payment of the Purchase Price for the Option Shares will be made, at the offices of Messrs. Greenberg Traurig, P.A., 20th Floor, 111 North Orange Avenue, Orlando, Florida 32801, by delivery to the Seller of such Purchase Price by certified or bank cashiers' check or wire transfer, against delivery of certificates for the Option Shares, duly endorsed in blank by the Seller (each such certificate accompanied by any requisite documentary or stock transfer tax stamps), or other documentation in form and substance satisfactory to Hayward and effective to transfer the Option Shares to Hayward. Subject to the terms and conditions hereof, Hayward hereby agrees to purchase such Option Shares from the Seller and Seller hereby agrees to sell such Option Shares to Hayward, in each event that Hayward delivers such Exercise Notice to the Seller as aforesaid.

4. Registration of Shares. In each event of exercise of the foregoing

right and option, and of the transfer of any Option Shares as aforesaid, the Corporation shall, as promptly as practicable subsequent to the Closing Date and in no event later than twelve months from such date, register such Option Shares as shall form part of a class of securities of the Corporation then registered under the Securities Exchange Act of 1934, at the Corporation's expense, pursuant to the Securities Act of 1933, as amended (the "Securities Act"). The foregoing registration shall be effectuated by the Corporation pursuant to the terms of the Registration Rights Agreement (as defined in the Stock Purchase Agreement). Hayward, the Seller and the Corporation hereby agree that the Option Shares referenced in the Registration Rights Agreement shall refer to the Option Shares as defined in this Agreement.

5. Representations and Warranties and Agreements of the Seller. The

Seller hereby represents and warrants to, and agrees with Hayward, as follows:

(a) The Seller has full and unrestricted power and authority to enter into this agreement and to perform all of its covenants and agreement hereunder. When executed and delivered by it, the terms hereof shall constitute its valid and

legally binding agreement enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforceability of creditors rights and by limitations on the availability of equitable remedies.

(b) The Seller has the right to sell and transfer all Option Shares to Hayward hereunder upon the exercise, if ever, of the

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Warrant. Hayward shall, upon delivery of any Option Shares in accordance with this agreement, hold good and marketable title thereto, free and clear of any lien, security interest, voting trust or other claim, charge or encumbrance.

(c) Neither the execution and delivery hereof, nor the consummation of any or all of the transactions contemplated herein, will violate any law, rule, regulation, writ, judgment, injunction, decree, determination, award or other order of any court or governmental agency, or conflict with or result in any breach of or constitute a default under, or result in the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature pursuant to the terms of, any contract or agreement to which it is a party or by which it or any of its assets is bound.

(d) Neither the Seller nor anyone acting on behalf of the Seller has directly or indirectly offered any securities for sale to, or solicited any offer to buy any of the same from, anyone so as to bring the delivery and sale of the Option Shares hereunder within the registration requirements of the Securities Act.

(e) The representations and warranties contained in this Section 5 shall be true and correct on and as of each Closing Date with the same effect as if made on and as of such date and such representations and warranties shall survive each Closing Date notwithstanding any investigation made by or on behalf of Hayward; and the Seller shall, on each Closing Date, deliver its certificate to Hayward to the foregoing effect in form and substance satisfactory to Hayward.

6. Representations and Warranties of Hayward. Hayward hereby represents

and warrants to, and agrees with the Seller, as follows:

(a) It is a corporation duly organized and validly existing under the laws of the State of New Jersey and has the full corporate power and authority to enter into the agreements contained herein, to acquire the Option Shares elected by it, and to carry out the provisions hereof.

(b) The execution and delivery hereof by it and the performance by it of its covenants and agreements hereunder have been duly authorized by all necessary corporate action. When executed and delivered by it the terms hereof shall constitute Hayward's valid and legally binding obligation enforceable against it in accordance therewith, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforceability of creditors' rights and by limitations on the availability of equitable remedies.

(c) Neither the execution and delivery hereof, nor the consummation of the transactions contemplated herein, will violate any provision of its certificate of incorporation or by-laws, or any law, rule, regulation, writ, judgment, injunction, decree,

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determination, award or other order of any court or governmental agency, or conflict with or result in any breach of any of the terms of or constitute a default under, or result in the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature pursuant to the terms of any contract or agreement to which it is a party or by which it or any of its assets is bound.

(d) Except as otherwise permitted by applicable law (without limitation, including in the exercise of any rights contemplated by Section 4 hereof), Hayward will acquire the Option Shares purchased by it hereunder for its own account and not with a view to, or for sale in connection with, the distribution thereof within the meaning of the Securities Act.

(e) The representations and warranties contained in this Section 6 shall be true and correct on and as of each Closing Date with the same effect as if made on and as of such date, and such representations and warranties shall survive each Closing Date notwithstanding any investigation made by or on behalf of the Seller; and Hayward shall, on each Closing Date, deliver its certificate to the Seller to the foregoing effect in form and substance satisfactory to the Seller.

7. Right-of-First Refusal.

(a) In addition to the right and option hereinabove set forth, the Seller and Kingstone both agree that, in the event either the Seller or Kingstone shall, from time to time, determine to sell any securities of the Corporation owned by it or him, pursuant to a bona fide offer (the "Bona Fide Offer"), to any Hayward Competitor (as defined in the Purchase Agreement), and provided that no Change in Control (as hereinafter defined) in respect of Hayward shall have occurred subsequent to the date hereof, the Seller or Kingstone shall, in each instance, first offer such shares (the "Offered Shares") to Hayward, by written notice (each an "Initial Sale Notice") to Hayward to that effect. Hayward shall have the right and option to purchase all, but not less than all, securities specified in the Initial Sale Notice by giving written notice of exercise (an "Acceptance Notice") to the Seller or Kingstone within ten days after the receipt of the Initial Sale Notice for a purchase price calculated as hereinafter set forth. Failure to respond within such period shall conclusively be deemed notice of rejection. In the event Hayward shall not timely have exercised any right and option under this Section 7, the Seller or Kingstone shall be free, for a period of sixty days after the expiration of such right and option, to sell all, but not less than all, securities to which such right and option related pursuant to the Bona Fide Offer theretofore communicated to Hayward, free of the restrictions of this Section 7. In the event that Hayward duly delivers an Acceptance Notice to the Seller or Kingstone, then the Acceptance Notice, taken in conjunction with the Initial Sale Notice, shall constitute a valid and legally binding purchase and sale agreement, and payment in cash for the Offered Shares

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purchased be made within ten days following the receipt by the Seller or Kingstone of the Acceptance Notice. In the event the Seller or Kingstone fails to complete the proposed sale, assignment, transfer or other disposition within 60 days after the rejection or deemed rejection of the offer contained in the Initial Sale Notice, sale of the Offered Shares shall again be subject to the provisions of this Section 7. Hayward, the Seller and the Corporation hereby agree that any Offered Shares purchased by Hayward pursuant to this Section 7 shall be deemed to be Option Shares under the Registration Rights Agreement.

(b) The purchase price for each security offered to Hayward pursuant to this Section 7 shall be the dollar value of the consideration per security offered to the Seller or Kingstone pursuant to the Bona Fide Offer, which, in the case of any non-cash consideration, shall be the fair market value thereof determined by the Seller or Kingstone and Hayward or should the Seller, Kingstone and Hayward fail to agree thereon within three days of receipt by Hayward of the Initial Sale Notice, the purchase price shall be determined by an independent appraiser, qualified in such matters selected by the Seller, Kingstone and Hayward.

(c) The provisions of this Section 7 shall be binding upon any Affiliate of either the Seller, Kingstone or any member of his Immediate Family (as hereinafter defined), to whom the Seller may transfer any securities of the Corporation after the date hereof, who shall agree in writing to be bound as aforesaid as a condition to any such transfer.

(d) For purposes of this Section 7: (x) an "Affiliate" of any person or entity shall mean any other person or entity controlled by, under common control with or controlling such person or entity; (y) "Immediate Family" shall mean the spouse, siblings, children (and the direct lineal descendants of such children) and parents (and the direct lineal ancestors of such parents) of the subject person, and any trust for the benefit thereof; and (z) "Change in Control" shall mean a change in control of Hayward occurring after the date of execution of this Agreement of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar schedule or form) promulgated under the Securities Exchange Act

of 1934 (the "Exchange Act"), whether or not Hayward is then subject to such reporting requirement; provided, however, that, without limitation, such a Change in Control shall be deemed to have occurred if any "person" (as defined under Section 13(d) of the Exchange Act) subsequent to the date hereof becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of more than 50% of the outstanding shares of any class or series of securities entitled to elect more than one-half of the board of directors of Hayward.

8. Certain Covenants. The Seller and Kingstone hereby covenants and agree

that, except as consented in writing by Hayward, from and after the date of this Agreement, it or he shall:

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(a) not sell, transfer or in any way convey, or agree to sell, transfer or in any way convey, any of the Option Shares or grant, or agree to grant, an option or other right to acquire any of the Option Shares, except pursuant to this Agreement;

(b) not suffer or permit any pledge, lien, security interest or other charge or encumbrance of any nature to be created with respect to the Option Shares, nor shall such Option Shares be subject to any voting agreements or to any proxies, except for this Agreement or as expressly permitted or required by this Agreement;

(c) take such action so that all shares of capital stock of the Corporation legally or beneficially owned by it or him shall be voted to effectuate the election to the Board of Directors of the Corporation of the designee contemplated by Section 8.3 of the Stock Purchase Agreement and against any proposal inconsistent therewith; and

(d) use its or his best efforts to cooperate with Hayward in effectuating the purposes of the Agreement and to consummate the transactions contemplated hereby.

9. Notices. Any notice pursuant to the terms hereof shall be deemed to have

been sufficiently given to either party hereto if sent by registered, certified or overnight express mail, postage prepaid, addressed, as the case may be, as follows:

(1) if to the Seller or Kingstone:

8210 Presidents Drive
Orlando, Florida 32809

with a copy to:

Frank Ioppolo, Esq.
Greenberg Traurig
111 North Orange Avenue
20th Floor
Orlando, Florida 32801

(2) if to Hayward:

620 Division street
Elizabeth, New Jersey 07207

with a copy to:

Robert I. Wexler, Esq.
Krugman & Kailes LLP
Park 80 West - Plaza Two
Saddle Brook, New Jersey 07663

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Any of the above addresses may be changed at any time by notice given above; provided, however, that any such notice of change of address shall be effective only upon receipt. Unless otherwise provided herein, all notices shall be deemed

to have been given when sent.

10. Successors. Hayward may not assign its rights under this Agreement

without the prior written consent of the Seller having first been obtained (except that Hayward may assign its rights hereunder without such consent to any wholly-owned subsidiary of Hayward). The terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

11. Expenses. Except as otherwise provided herein, each of the parties

hereto shall bear such party's own expenses in connection with this Agreement and the transactions contemplated hereby.

12. Governing Law. This agreement and the terms hereof shall be governed by

and construed in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such state.

13. Counterparts. This agreement may be signed in one or more counterparts,

each of which shall be deemed to be an original, but all of which taken together shall constitute one agreement.

14. Entire Agreement. This agreement constitutes the entire agreement of

the parties with respect to the matters herein referred and supersedes all prior agreements and understandings, written and oral, between the parties with respect to the subject matter hereof. Neither this agreement nor any terms hereof may be changed, waived or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver or termination is sought.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

HAYWARD INDUSTRIES, INC.

By /s/ James D. Krugman

James D. Krugman
President

KINGSTONE FAMILY LIMITED PARTNERSHIP II

By /s/ Brett M. Kingstone

Brett M. Kingstone
General Partner

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The undersigned hereby executes this agreement solely so as to agree to Section 1 hereinabove set forth and to be bound by the provisions of Sections 4 and 7 hereinabove set forth.

SUPER VISION INTERNATIONAL, INC.

By /s/ John P. Stanney

John P. Stanney
President

The undersigned hereby executes this agreement solely as to agree to Section 1 hereinabove set forth and to be bound by the provisions of Sections 7 and 8 hereinabove set forth.

/s/ Brett M. Kingstone

Brett M. Kingstone

AMENDMENT TO REGISTRATION RIGHTS AGREEMENT

Amendment dated as of March 9, 1999 to Registration Rights Agreement dated as of September 25, 1996 (the "Registration Rights Agreement") between Super Vision International, Inc. (hereafter referred to as the "Corporation") and Hayward Industries, Inc. (hereafter referred to as "Hayward").

W I T N E S S E T H:

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WHEREAS, in accordance with the Stock Purchase Agreement dated September 25, 1996 between the Corporation and Hayward, the parties hereto have entered in the Registration Rights Agreement pursuant to which, among other things, the Corporation has agreed to prepare and file with the Securities and Exchange Commission, registration statements covering certain securities of the Corporation owned by Hayward, including any shares of the class A common stock, \$.001 par value, of the Corporation purchased by Hayward pursuant to the Kingstone Option Agreement (as hereinafter defined); and

WHEREAS, Hayward has also entered into an Agreement dated as of September 25, 1996 (hereafter referred to as the "Kingstone Option Agreement") with Brett Kingstone (hereafter referred to as "Kingstone") whereby, under the terms and conditions contained therein, Kingstone granted to Hayward an option to purchase up to ten percent (10%) of Kingstone's Escrow Shares (as defined under the Escrow Agreement dated as of January 21, 1994 among the Corporation, American Stock Transfer & Trust Company, Kingstone and other stockholders of the Corporation); and

WHEREAS, in March 1997, Kingstone delivered his Escrow Shares to the Corporation for cancellation and, in connection therewith, the Corporation and Kingstone entered into a Warrant Agreement dated March 31, 1997 (the "Kingstone Warrant") whereby, under the terms and conditions contained therein, the Corporation granted to Kingstone the right option to purchase up to 289,187 shares of the class A common stock, \$.001 par value, (the "Kingstone Warrant Shares") of the Corporation at a price of \$7.00 per share; and

WHEREAS, on June 30, 1998, Kingstone transferred the Kingstone Warrant to the Kingstone Family Limited Partnership II (the "Family Partnership"); and

WHEREAS, Hayward has entered into an agreement dated as of even date herewith (the "Family Partnership Option Agreement") with the Family Partnership whereby, under the terms and conditions contained therein, the Family Partnership granted to Hayward the right and option to purchase up to ten percent (10%) of the Kingstone Warrant Shares purchased by the Family Partnership pursuant to the Kingstone Warrant; and

WHEREAS, in connection with the cancellation of the Escrow Shares and the execution of the Family Partnership Option Agreement, the Corporation and Hayward desire to effectuate the amendments to the Registration Rights Agreement contained herein;

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

1. The second recital paragraph contained in the preamble to the Registration Rights Agreement is hereby deleted in its entirety.

2. Any reference to the "Option Agreement" in the Registration Rights Agreement shall mean the Family Partnership Option Agreement, together with any amendment, modification or extension thereto.

3. Any reference to the "Option Shares" in the Registration Rights Agreement shall mean the Kingstone Warrant Shares.

4. The last sentence of Paragraph B of Article II of the Registration Rights Agreement is hereby deleted in its entirety.

5. Paragraph B(1) of Article XI of the Registration Rights Agreement is hereby deleted in its entirety and the following substituted in lieu thereof;

if to the Corporation:

8210 Presidents Drive
Orlando, Florida 32809

with a copy to:

Frank Ioppolo, Esq.
Greenberg Traurig, P.A.
111 North Orange Avenue, 20th Floor
Orlando, Florida 32801

6. Except as set forth herein, the Registration Rights Agreement shall remain in full force and effect and continue to bind the parties hereto. This Amendment contains the entire agreement of the parties with respect to the subject matter herein and supersedes all other understandings, oral or written, with respect thereto. This Amendment may be executed in counterparts, each of which shall constitute one and the same agreement.

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

ATTEST:

SUPER VISION INTERNATIONAL, INC.

By /s/ John Stanney

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John Stanney
President

ATTEST:

HAYWARD INDUSTRIES, INC.

By /s/ James D. Krugman

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James D. Krugman

President

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