SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-QSB

[X] QUARTERLY REPORT PURSUANT SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarter ended March 31, 2000

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from ______________ to _____________

Commission File No. 0-23590

SUPER VISION INTERNATIONAL, INC.
(Exact Name of Small Business Issuer as Specified in Its Charter)

Delaware	59-3046866
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification Number)

8210 Presidents Drive
Orlando, Florida 32809
(Address of Principal Executive Offices)

(407) 857-9900
(Issuer's Telephone Number, Including Area Code)

Not Applicable
(Former Name, Former Address and Former Fiscal Year, if Changed Since Last Report)

Check whether the issuer (1) filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the past 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes [X] No [ ]

State the number of shares outstanding of each of the issuer's classes of common equity, as of the latest practicable date.

Class	Outstanding at May 1, 2000:
Class A Common Stock, $.001 par value	2,059,302 shares
Class B Common Stock, $.001 par value	483,264 shares

Transitional Small Business Disclosure Format
Yes [ ] No [X]

SUPER VISION INTERNATIONAL, INC.

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SUPER VISION INTERNATIONAL, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS

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	(Unaudited) March 31, 2000	December 31, 1999
<S>	<C>	<C>
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 1,267,628	$ 1,172,855
Investments	375,940	369,916
Trade accounts receivable, less allowance for doubtful accounts of $141,731 at March 31, 2000 and $133,819 at December 31, 1999	1,853,944	2,039,042
Inventories less reserve of $257,948 at March 31, 2000 and $300,686 at December 31, 1999	2,026,864	2,254,533
Advances to employees	4,136	3,081
Prepaid expense	111,446	14,251
Other assets	12,557	12,557
Total current assets	5,652,515	5,866,235
Property and Equipment	6,774,972	6,739,717
Accumulated depreciation and amortization	(1,808,480)	(1,641,034)
	4,966,492	5,098,683
Construction in progress	1,378	--
Net property and equipment	4,967,870	5,098,683
Investments	996,940	997,740
Goodwill, less accumulated amortization of $1,872 at March 31, 2000 and $936 at December 31, 1999	24,332	25,268
Patents and trademarks, less amortization of $31,378 at March 31, 2000 and $29,441 at December 31, 1999	113,547	113,456
Other Assets	172,274	172,273
	$ 11,927,478	$ 12,273,655
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Accounts payable	$ 657,393	$ 922,245
Accrued compensation and benefits	6,325	69,104
Deposits	13,063	30,542
Current portion of obligation under capital lease	48,433	46,788
Total current liabilities	725,214	1,068,679

Obligation Under Capital Lease	3,116,201	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, 2,059,202 and 2,054,102 issued and outstanding, respectively	2,060	2,054
Class B common stock, $.001 par value, authorized 3,389,134 shares, 483,264 issued and outstanding	483	483
Additional paid-in-capital	10,399,251	10,374,565
Accumulated deficit	(2,315,731)	(2,301,070)
Total stockholders' equity	8,086,063	8,076,032
	$ 11,927,478	$ 12,273,655

</TABLE>

See accompanying notes to unaudited condensed consolidated financial statements.

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

<TABLE>
<CAPTION>

	Three Months Ended March 31, 2000	1999
<S>	<C>	<C>
Revenues	$ 2,527,281	$ 2,328,248
Cost and Expenses:		
Cost of sales	1,794,821	1,450,772
Selling, general and administrative	594,833	627,721
Research and development	100,457	144,223
Total costs and expenses	2,490,111	2,222,716
Operating Income	37,170	105,532
Non-Operating Income (Expense):		
Interest income	42,987	36,398
Interest expense	(110,318)	(111,087)
Other Income	15,500	--
Total non-operating income (expense)	(51,831)	(74,689)
Income (Loss) Before Income Taxes	(14,661)	30,843
Income Tax Expense	--	--
Net Income (Loss)	$ (14,661)	$ 30,843
Net Income (Loss) Per Common Share:		
Basic	$ (0.01)	$ 0.01
Diluted	$ (0.01)	$ 0.01

</TABLE>

See accompanying notes to unaudited condensed consolidated financial statements.

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

<TABLE>
<CAPTION>

	Three Months Ended March 31, 2000	Three Months Ended March 31, 1999
<S>	<C>	<C>
Cash Flows from Operating Activities:		
Net income (loss)	$ (14,661)	$ 30,843
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation	170,319	146,728
Accretion of capital lease obligation	--	6,623
Decrease in inventory reserve	(42,738)	--
Changes in operating assets and liabilities:		
(Increase) decrease in:		
Trade accounts receivable, net	185,098	(488,072)
Inventories	270,407	(371,080)
Prepaid expense	(97,195)	(13,614)
Other assets	(1,056)	
Increase (decrease) in:		
Accounts payable	(264,852)	964,616
Accrued compensation and benefits	(62,779)	(58,969)
Deposits	(17,479)	83,312
Total adjustments	139,725	269,544
Net cash provided by operating activities	125,064	300,387
Cash Flows from Investing Activities:		
Purchase of property and equipment	(35,255)	(140,273)
Purchase of investments	(5,224)	--
Acquisition of patents and trademarks	(2,028)	(759)
Deposits on equipment	(1,378)	46,193
Net cash used in investing activities	(43,885)	(94,839)
Cash Flows from Financing Activities:		
Cost on issuance of common stock	(10)	19,822
Payments on capital lease obligation	(11,098)	--
Proceeds from exercise of employee stock options	24,702	1,113
Net cash provided by financing activities	13,594	20,935
Net Increase in Cash and Cash Equivalents	94,773	226,483
Cash and Cash Equivalents, beginning of period	1,172,855	2,798,142
Cash and Cash Equivalents, end of period	$ 1,267,628	$ 3,024,625

</TABLE>

See accompanying notes to unaudited condensed consolidated financial statements.

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.

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 include inventory, tooling, machinery and certain intangible assets relating to tooling and intellectual property rights. In addition, the Company recorded approximately $26,000 in goodwill.

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.

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 29, 2000, 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. 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

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

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.

RECLASSIFICATIONS

Certain prior years amounts have been reclassified to conform to the current year's presentations. These reclassifications had no impact on operating results previously reported.

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 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-sales are included in investment income. There were no material unrealized gains or losses on securities at March 31, 2000 or 1999.

At March 31, 2000 investments were comprised of U.S. Corporate Securities and equity securities of approximately $997,000 and $376,000 respectively. The investment in U.S. Corporate Securities matures in 2001.

2. INVENTORIES:

Inventories at March 31, 2000 and December 31, 1999 consisted of the following components:

<TABLE>
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	(UNAUDITED) MARCH 31, 2000	DECEMBER 31, 1999
Raw materials	$ 1,632,758	$ 1,770,519
Work in progress	152	105,428
Finished goods	651,902	679,272
	2,284,812	2,555,219
Less: Reserve for excess inventory	(257,948)	(300,686)
	$ 2,026,864	$ 2,254,533

</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	(564,851)
	$2,516,149

Future minimum annual lease payments for remainder of and years subsequent to March 31, 2000 in the aggregate are as follows:

<TABLE>

2000	$ 436,140

2001	598,481
2002	610,596
2003	620,664
2004	641,127
2005 and thereafter	5,271,591
Minimum lease payments	8,178,599
Less amount representing interest and executory costs	(5,013,965)
Present value of net minimum lease payments under capital lease	$ 3,164,634

</TABLE>

Deposits paid under this lease agreement totaled $58,167 at March 31, 2000.

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 three-month period ended March 31, 2000:

<TABLE>
<CAPTION>

	OPTIONS AVAILABLE FOR FUTURE GRANT	NUMBER OF SHARES	OPTION PRICE PER SHARE
<S>	<C>	<C>	<C>
Balance, January 1, 2000	103,984	288,279	$3.00 - $9.31
Options granted	(53,200)	53,200	$5.16 - $9.31
Options exercised	--	(5,000)	$3.81 - $7.82
Options cancelled	29,083	(29,083)	$3.81 - $7.65
Balance, March 31, 2000	79,867	307,396	

</TABLE>

Options granted vest ratably over a three-year period or vest based on achievement of certain performance criteria. As of March 31, 2000, 182,081 options were vested and exercisable.

5. EARNINGS (LOSS) PER SHARE:

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

<TABLE>
<CAPTION>

	FOR THE THREE MONTHS ENDED MARCH 31, 2000	1999
<S>	<C>	<C>
Numerator:		
Net income (loss) (numerator for basic and diluted earnings (loss) per share)	$ (14,661)	$ 30,843
Denominator:		
Denominator for basic earnings (loss) per share -weighted average shares	2,564,644	2,477,609
Effect of dilutive securities:		
Options	--	9,020
Warrants	--	5,654

Dilutive potential shares	--	14,674
Denominator for diluted earnings (loss) per share -adjusted weighted average shares	2,564,644	2,492,283
Basic earnings (loss) per share	$ (0.01)	$ 0.01
Diluted earnings (loss) per share	$ (0.01)	$ 0.01

</TABLE>

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

Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis should be read in conjunction with the unaudited Condensed Financial Statements and Notes thereto appearing elsewhere in this report.

The following discussion contains certain forward-looking statements, within the meaning of the "safe-harbor" provisions of the Private Securities Litigation Reform Act of 1995,as amended, the attainment of which involve various risks and uncertainties. Forward-looking statements may be identified by the use of forward-looking terminology such as "may", "will", "should", "expect", "plan", "believe", "estimate", "anticipate", "continue", "predict", "forecast", "intend", "potential", or similar terms, variations of those terms or the negative of those terms. The Company's actual results may differ materially from those described in these forward-looking statements due to, among other factors, competition in each of the Company's product areas, dependence on suppliers, the Company's limited manufacturing experience, the condition of the international marketplace and the evolving nature of the Company's fiber optic technology. Additional information concerning these or other factors which could cause actual results to differ materially from those contained or projected in, or even implied by, such forward-looking statements is contained in this report and also from time to time in the Company's other Securities and Exchange Commission filings. Although the Company believes that the assumptions underlying the forward-looking statements are reasonable, any of the assumptions could prove inaccurate and, therefore, there can be no assurance that the forward-looking information will prove to be accurate.

Results of Operations

Revenues are derived primarily from the sale of fiber optic Side Glow(R) and End Glow(R) cable and light sources, point of purchase fiber optic signs and displays and sales of fiber optic landscape and task lighting systems. Total revenues for the three months ended March 31, 2000 were approximately $2,527,000 as compared to approximately $2,328,000 for the three months ended March 31, 1999 an increase of approximately $199,000 or 9%. The increase was primarily the result of growth in the pool and spa market, up approximately $603,000 or 115% from the prior year revenues due to the Company's exclusive marketing and sales partner in the pool and spa market, Hayward Pool Products, Inc. Increased revenues in the pool and spa market were principally offset by declines in the architectural and international markets of approximately $404,000 and $126,000 respectively. Oasis Waterfalls, LLC, contributed approximately $85,000 in revenue for the quarter ended March 31, 2000.

Gross margin for the quarter ended March 31, 2000 was approximately $732,000 or 29% as compared to approximately $877,000 or 38% for the three months ended March 31, 1999. The gross margin is dependent, in part, on product mix, which fluctuates from time to time. The decline in gross margin from the first quarter of 1999 was primarily due to a higher mix of light source product sales during the three months ended March 31, 2000, which typically generate lower gross margin, as compared to other products offered by the Company.

Selling, general and administrative expenses were approximately $595,000 during the three months ended March 31, 2000 as compared to approximately $628,000 for the same period ended 1999, a decrease of approximately $33,000 or 5%. The decrease was principally due to lower selling and marketing costs in the architectural lighting market of approximately $102,000, offset by higher selling costs of approximately $36,000 related to the Company's participation in a major trade show for the international market as well as increased legal fees of approximately $35,000. The reduced selling expense in the architectural market was the direct result of selling through the Company's marketing partner, Cooper Lighting Inc., a division of Cooper Industries, Inc. during the first quarter of 2000 as opposed to the expense of an in-house sales and marketing support staff incurred during the first three months of 1999. Under the Company's distribution agreement with Cooper Lighting Inc., responsibility for all costs of selling and marketing the Company's architectural products in the exclusive markets throughout the United States and Canada was assumed by Cooper Lighting Inc.

Research and development costs were approximately $100,000 during the three months ended March 31, 2000 as compared to approximately $144,000 during the same period in 1999, a decrease of 31%. The decrease was primarily due to the cancellation of three product development efforts in mid 1999 that are no longer in process.

Interest expense of approximately $110,000 for the quarter ended March 31, 2000 as compared to approximately $111,000 for the same period last year relates to the capital lease in connection the Company's facility in Orlando, Florida.

The Company has provided 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 during the three months ended March 31, 2000 and 1999 respectively.

The net loss for the three months ended March 31, 2000 was approximately $(15,000) or $(0.01) per basic and diluted common share, as compared to net income of approximately $31,000, or $0.01 per basic and diluted common share, for the quarter ended March 31, 1999. The decrease is primarily due to lower margin sales partly offset by reduced operating expenses.

Liquidity and Capital Resources

At March 31, 2000 the Company had working capital of approximately of $4,927,000.

Net cash provided by operations amounted to approximately $125,000 for the quarter ended March 31, 2000 as compared to approximately $300,000 for the first quarter of 1999. The most significant sources of cash were generated by the reductions in inventories and trade accounts receivable. Inventories decreased by approximately $270,000 during the first quarter of 2000 primarily due to the increase in sales, trade accounts receivable was reduced by approximately $185,000 mainly through an increase in cash collections. The most significant use of cash was the decrease in accounts payable of approximately $265,000 due to the timing of supplier payments. Net cash used in investing activities for the quarter ended March 31, 2000 amounted to approximately $44,000. The purchase of computer equipment (approximately $17,000) and office furniture (approximately $8,000) primarily accounted for the use of cash in investing activities. Net cash provided by financing activities for the three months ended March 31, 2000 amounted to approximately $14,000. Proceeds in the amount of approximately $25,000 from the exercise of employee stock options were offset by payments of approximately $11,000 on the capital lease obligation related to the Company's facility.

PART II

Item 5. Other Information

The Annual Meeting of Stockholders for the fiscal year ended December 31, 1999 will be held on June 20, 2000 at the principal executive offices of the Company, 8210 Presidents Drive, Orlando, Florida 32809.

Item 6. Exhibits and Reports on Form 8-K

(a) 10.9 Amendment to Stock Purchase Agreement with Hayward Industries, Inc.

(b) 27 Financial data schedule

(c) Reports on Form 8-K. The Company did not file any report on Form 8-K during the first quarter of 2000.

In accordance with the requirements of the Securities Exchange Act of 1934, the registrant caused this report to be signed on its behalf by the undersigned, thereunder duly authorized.

SUPER VISION INTERNATIONAL, INC.

By: /s/ Brett M. Kingstone Date: May 4, 2000

Brett M. Kingstone, Chief Executive Officer
(Principal Executive Officer)

By: /s/ Larry J. Calise Date: May 4, 2000

Larry J. Calise, Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 10.9

(LOGO) (HAYWARD POOL PRODUCTS, INC. LETTERHEAD)

January 10, 2000

Super Vision International, Inc.
2442 Viscount Row
Orlando, Florida 32809

Attention: President

Dear Sir:

Reference is hereby made to: (i) the Distributorship Agreement dated as of September 25, 1996 (the "Distributorship Agreement") between Super Vision International, Inc. (the "Corporation") and Hayward Pool Products, Inc. (the "Distributor"); and (ii) the Warrant Certificate dated as of September 25, 1996 (the "Warrant") issued by the Corporation to Hayward Industries, Inc. with respect to the right, in accordance with the terms set forth therein, to purchase up to 249,480 shares of the class A common stock, $.001 par value, of the Corporation. Capitalized terms used herein, and not otherwise defined herein shall have the meanings ascribed to them in the Distributorship Agreement and the Warrant, respectively. This letter shall confirm our agreement that:

(i) all obligations of the Distributor under the Distributorship Agreement with respect to the Minimum Purchase Commitment for the period of December 27, 1998 through December 25, 1999 are hereby waived by the Corporation and, in addition, deemed satisfied by the Corporation for all purposes under Section 3.3 of the Distributorship Agreement;

(ii) any and all claims of the Corporation with respect to the amount of Products purchased by the Distributor during the period of December 27, 1998 through December 25, 1999 are hereby released;

(iii) the Distributorship Agreement shall be amended as follows:

(A) The following sub-paragraph (c) shall be added to Section 3.3 of the Distributorship Agreement after sub-paragraph (b) thereof:

(c) It is hereby understood and agreed that the Distributor shall be entitled to a credit (the "Credit") towards satisfaction of each Minimum Purchase Commitment in an amount equal to the product obtained by multiplying: (a) the number of units of any of the Lighting

Strips (as hereinafter defined) directly sold by the Corporation to and users in the Exclusive Market during the relevant period by (b) the purchase price therefor that the Distributor would have been entitled to purchase such Lighting Strips from the Corporation calculated in accordance with

Section 3.2(a) hereof so as to provide to the Distributor a gross margin of 25% (determined in accordance with generally accepted accounting principles) based upon competitive selling prices to the Distributor's customers reasonably calculated. Within fifteen days of the end of each of the Distributor's fiscal year periods during the term of this Agreement, the Corporation shall provide to the Distributor a written itemization of the number of units of such Lighting Strips directly sold to and users in the Exclusive Market by the Corporation during the relevant period and a detailed calculation of the amount of the Credit which the Distributor is entitled to with respect to the preceding fiscal year of the Distributor. Such itemization and calculation shall be subject to the verification and confirmation of the Distributor which shall not be unreasonably withheld.

(B) The following shall be added to Section 3.12 of the Distributorship Agreement:

Notwithstanding any provisions contained in this Agreement or this Section 3.12 to the contrary, the parties understand and agree that: (i) the Corporation shall be permitted to directly market, sell and distribute, to end users in the Exclusive Market, its sheet flow waterfall products, the rights of which were acquired by the corporation in connection with its acquisition of Oasis Falls International, Inc. on October 19, 1999 (collectively, the "Waterfall Products"), as well as fiber optic lighting strips (in lengths not greater than are necessary to illuminate the relevant Waterfall Product) which are utilized solely to illuminate any of such Waterfall Products (collectively, the "Lighting Strips"); and (ii) such direct marketing, selling and distribution shall not be considered a breach of the terms of this Agreement or this Section 3.12. It is further understood and agreed that such Waterfall Products (and the accompanying Lighting Strips) shall initially not be considered covered by this Agreement as one of the Products provided, however, upon thirty (30) days prior written notice delivered from the Distributor to the Corporation any time during the term of this Agreement, the Distributor shall have the right to have any or all of the Waterfall Products or the accompanying Lighting Strips covered by this Agreement as one of the Products. It is understood and agreed that in the event the Distributor elects to have any or all of the Waterfall Products or the accompanying Lighting Strips covered by the Distributorship Agreement as one of the

Products: (a) the purchase price to the Distributor therefor, f.o.b. the Corporation's facility in Orlando, Florida, shall, in accordance with Section 3.2(a) hereof, initially be determined by the parties in good faith so as to provide to the Distributor a gross margin of 25% (determined in accordance with generally accepted accounting principles) based upon competitive selling prices to the Distributor's customers reasonably calculated; and (b) all of the Distributor's rights to have any or all of the Waterfall Products and the accompanying Lighting Strips covered by this Agreement as one of the Products shall be on an exclusive basis (subject to the Corporation's rights under this Section 3.12 to directly market, sell and distribute the Waterfall Products and the accompanying Lighting Strips to end users in the Exclusive Market).

; and

(C) The following Section 3.14 shall be added to the Distributorship Agreement after Section 3.13:

3.14 Right of First Refusal

Subject to the terms and conditions of this Section 3.14, the Corporation hereby grants to the Distributor and the Distributor hereby accepts from the Corporation, the right of first refusal to purchase the Corporation's rights in and to the Waterfall Products and the accompanying Lighting Strips, or any of them, in the circumstances and pursuant to the procedures hereafter described in this Section 3.14. If the Corporation desires to sell any or all of its interest in the Waterfall Products and the accompanying Lighting Strips, or any of them, pursuant to a bona-fide offer therefor, the Corporation shall give the Distributor written notice thereof, which notice shall set forth in reasonable detail the terms of such bona-fide offer. In the event the Distributor shall desire to purchase any or all of the Corporation's interest in the Waterfall Products and the accompanying Lighting Strips, or any of them, upon the terms and subject to the conditions contained in such notice, the Distributor shall, within fifteen (15) days from its receipt of the notice from the Corporation, confirm in writing to the Corporation its acceptance of such terms, whereupon the parties shall expeditiously as possible proceed with such transaction. In the event that the Distributor shall fail to confirm such acceptance to the Corporation within such 15 day period, the Corporation shall be free to sell any or all of its interest in the Waterfall Products and the accompanying Lighting Strips, or any of them, free of the restrictions of this Section 3.14;

(iv) sub-paragraphs (c), (d) and (e) of the first Paragraph of the Warrant are hereby in their entirety and the following inserted in lieu thereof:

(c) shall not be entitled to exercise in excess of 40% of the Warrants originally evidenced hereby prior to the satisfaction by the Distributor of the third Minimum Purchase Commitment (in the manner set forth under Section 3.3 of the Distributorship Agreement but with reference to "December 29, 2001" in lieu of "December 25, 1999") or satisfaction of any deficiency with respect thereto in the manner thereunder provided (provided, however, that, in addition to all other Warrants otherwise exercisable after giving effect to sub-paragraphs (a) and (b) immediately preceding, the registered holder hereof shall be entitled, at any time prior to the tenth anniversary of the Issuance Date, to exercise a number of Warrants in each case calculated as the product obtained by multiplying: (x) 20% of the Warrants originally evidenced hereby by (y) the portion (expressed as a fraction) of any deficiency by the Distributor in satisfying the third Minimum Purchase Commitment existing as of December 25, 1999 and satisfied at the time of such calculation but in no event later than December 31, 2001), and

(d) shall not be entitled to exercise in excess of 60% of the Warrants originally evidenced hereby prior to the later of the fourth anniversary hereof and the satisfaction by the Distributor of the fourth Minimum Purchase Commitment (in the manner set forth under Section 3.3 of the Distributorship Agreement) or satisfaction of any deficiency with respect thereto in the manner thereunder provided, and

(e) shall not be entitled to exercise in excess of 80% of the Warrants originally evidenced hereby prior to the later of the fifth anniversary hereof and the satisfaction by the Distributor of the fifth Minimum Purchase Commitment (in the manner set forth under Section 3.3 of the Distributorship Agreement) or satisfaction of any deficiency with respect thereto in the manner thereunder provided.

; and

(v) Except as amended in this letter, the terms and provisions of the Distributorship Agreement and the Warrant shall remain in full force and effect.

If the foregoing accurately reflects our agreement, please so indicate by executing the enclosed counterpart of this letter in the space below provided and returning such executed counterpart to us.

Very truly yours,

HAYWARD POOL PRODUCTS, INC.

By: /s/ Charles Whipple

Charles Whipple
Vice President - Marketing and Sales

HAYWARD INDUSTRIES, INC.

By: /s/ James D. Krugman

James D. Krugman
President

AGREED TO AND ACCEPTED this
______ day of January, 2000

SUPER VISION INTERNATIONAL, INC.

By: /s/ Brett Kingstone

Brett Kingstone
President

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