

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934

VOXX INTERNATIONAL CORPORATION

(Name of Issuer)

Class A Common Stock, \$0.01 par value

(Title of Class of Securities)

91829F104
(CUSIP Number)

Steve Downing
Chief Executive Officer
Gentex Corporation
600 North Centennial Street
Zeeland, Michigan 49464
(616) 772-1800

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

October 6, 2023

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of § 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7(b) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 91829F104		Page 2 of 5 Pages	
1	NAME OF REPORTING PERSONS Gentex Corporation		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) (b)		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) WC		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Michigan		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER	1,743,808
	8	SHARED VOTING POWER	
	9	SOLE DISPOSITIVE POWER	1,743,808
	10	SHARED DISPOSITIVE POWER	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,743,808		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.55% (1)		
14	TYPE OF REPORTING PERSON (See Instructions) CO		

(1) This percentage is calculated based upon 20,384,193 shares of the Issuer's Class A Common Stock reported to be outstanding as of October 6, 2023, as disclosed in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on October 10, 2023.

Item 1. Security and Issuer

This Schedule 13D (this "Schedule 13D") relates to the Class A Common Stock, \$0.01 par value ("Class A Common Stock"), of Voxx International Corporation, a Delaware corporation (the "Issuer"). The Issuer's principal executive offices are located at 2351 J Lawson Blvd., Orlando, Florida 32824.

Item 2. Identity and Background

(a) This Schedule 13D is being filed by Gentex Corporation, a Michigan corporation ("Gentex").

(b) The business address for Gentex is 600 North Centennial Street, Zeeland, Michigan, 49464.

(c) Gentex is engaged in the business of designing, developing manufacturing, marketing and supplying digital vision, connected car, dimmable glass and fire protection products.

Set forth on Schedule A to this Schedule 13D are the present principal occupation or employment and name, principal business and address of any corporation or other organization in which such employment is conducted for the directors and executive officers of Gentex required to be listed on Schedule A.

(d) During the last five years, neither Gentex nor, to the best knowledge of Gentex, any of the directors and executive officers identified on Schedule A to this Schedule 13D, have been convicted in any criminal proceeding (excluding traffic violations and similar misdemeanors).

(e) Except as set forth below, during the last five years, neither Gentex, nor to the best knowledge of Gentex, any of the directors and executive officers identified on Schedule A to this Schedule 13D, have been a party to any civil proceeding of a judicial or administrative body of competent jurisdiction which resulted in any judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violations with respect to such laws.

On February 7, 2023, without admitting or denying the SEC's findings in the applicable matter, Gentex and Kevin Nash, Gentex's Chief Financial Officer, consented to the entry of an administrative civil cease-and-desist order by the SEC (the "Order") with respect to certain violations of the federal securities laws in the third quarter of 2015 through the second quarter of 2018 (the "Relevant Period"). Gentex agreed to pay a civil monetary penalty of \$4.0 million and Nash agreed to pay a civil monetary penalty of \$75,000.

In summary, the Order stated that, during the Relevant Period and in violation of certain federal securities laws, Gentex had deficiencies in its accounting for its employee bonus compensation programs and failed to maintain accurate books and records and sufficient internal accounting controls, and while serving as Chief Accounting Officer, Nash did not sufficiently document the bases for certain accounting entries. Gentex refers the reader to the Order for further details.

(f) The jurisdiction of organization of Gentex is set forth in subsection (a) above. The citizenship of each of the individuals referred to in Schedule A is set forth on Schedule A.

Item 3. Source and Amount of Funds or Other Consideration

The disclosure in Item 4 below is incorporated herein by reference.

Gentex used approximately \$15,687,500 from its working capital to purchase the Tranche 1 Shares (as defined below) on October 6, 2023 as described herein.

Item 4. Purpose of Transaction

On October 6, 2023, Gentex entered into the Stock Purchase Agreement (the "Stock Purchase Agreement") with Avalon Park International LLC and Avalon Park Group Holding AG (together, the "Sellers") pursuant to which Gentex agreed to acquire up to 3,137,500 shares of Class A Common Stock (the "Purchased Shares"). Gentex agreed to purchase the Purchased Shares in two tranches: (1) on October 6, 2023 (the "Tranche 1 Settlement Date"), Gentex purchased 1,568,750 shares of Class A Common Stock (the "Tranche 1 Shares") at a price of \$10 per share, and (2) on January 5, 2023 (the "Tranche 2 Settlement Date"), Gentex is expected to purchase up to 1,568,750 shares of Class A Common Stock (the "Tranche 2 Shares") at a purchase price (the "Tranche 2 Purchase Consideration") based on the volume weighted average closing price per share of Class A Common Stock on The Nasdaq Stock Market LLC during the 20 trading day period ending on the last trading day immediately prior to the Tranche 2 Settlement Date (the "20-day VWAP"). The purchase by Gentex of the Tranche 2 Shares is subject to the condition that the Tranche 2 Purchase Consideration be at least \$7.00 per share of Class A Common Stock, in addition to certain other customary conditions.

Gentex purchased the Tranche 1 Shares and expects to purchase the Tranche 2 Shares for investment purposes. Other than (1) as described herein and (2) that Steve Downing, chief executive officer of Gentex, currently serves as a director of the Issuer, neither Gentex, nor any of the directors and executive officers identified on Schedule A to this Schedule 13D, has any current plans or proposals that relate to or would result in any of the matters listed in Items 4(a) to 4(j) of Schedule 13D, but Gentex will evaluate its options in the future. Gentex

reserves the right to acquire additional securities of the Issuer, to dispose of such securities at any time, or to formulate other purposes, plans or proposals regarding the Issuer or any of its securities.

Item 5. Interest in Securities of the Issuer

The information set forth in or incorporated by reference in Items 2, 3 and 4 of this Schedule 13D is incorporated by reference in its entirety into this Item 5.

(a) See responses to Items 11 and 13 on the cover page of this Schedule 13D.

(b) Gentex has sole power to vote and dispose of the securities of the Issuer held by it.

(c) Since August 12, 2023, Gentex made the following purchases of shares of Class A Common Stock:

Trade Date	Amount of Shares	Price per Share	Per Share Price Range*	Where/How Effected
8/16/2023	10,000	\$7.842	\$7.78 - \$7.85	Open Market
8/17/2023	10,000	\$7.898	\$7.85 - \$8.11	Open Market
8/18/2023	10,000	\$8.41	\$8.03 - \$8.65	Open Market
8/21/2023	5,000	\$8.65	N/A	Open Market

*Gentex undertakes to provide (upon request by the SEC staff, the Issuer or a security holder of the Issuer) full information regarding the number of shares purchased at each separate price.

(d) Not applicable

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Gentex and the Sellers entered into the Stock Purchase Agreement in connection with the purchase by Gentex of the Purchased Shares. A description of the material terms of the Stock Purchase Agreement is set forth in Item 4 of this Schedule 13D, and a copy of the Stock Purchase Agreement is filed as Exhibit 1 to this Schedule 13D and incorporated herein by reference.

Item 7. Material to be Filed as Exhibits

<u>Exhibit</u>	<u>Description</u>
1	Stock Purchase Agreement by and among Gentex Corporation, Avalon Park International LLC and Avalon Park Group Holding AG, dated as of October 4, 2023.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: October 11, 2023

Gentex Corporation

By: /s/ Kevin C Nash
Name: Kevin C. Nash
Title: Chief Financial Officer

Schedule A

Name, business address, present principal occupation or employment and place of citizenship of the directors and executive officers of Gentex Corporation

Executive Officers and Directors of Gentex

The business address of each director and executive officer is c/o Gentex Corporation, 600 North Centennial Street, Zeeland, Michigan, 49464. Unless otherwise indicated, each director and executive officer is a citizen of the United States.

NAME AND POSITION

PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT

Steve Downing

Chief Executive Officer and Director

President and Chief Executive Officer, Gentex

Joseph Anderson

Director

Majority Owner, Chairman and Chief Executive Officer of TAG Holdings, LLC

Leslie Brown

Director

Owner and Chairperson, Metal Flow Corporation

Garth Deur

Director

Managing Director, Iroquois Ventures LLC

Gary Goode

Director

Chairman, Titan Distribution LLC

Richard Schaum

Director

General Manager, 3rd Horizon Associates LLC

Kathleen Starkoff

Director

President and Chief Executive Officer, Orange Star Consulting

Brian Walker

Director

Partner – Strategic Operations, Huron Capital

Dr. Ling Zang

Director

Professor, University of Utah

Neil Boehm

Chief Technology Officer and Vice President,
Engineering

Chief Technology Officer, and Vice President, Engineering Gentex

Kevin Nash

Chief Financial Officer, Treasurer and Vice
President, Finance

Chief Financial Officer, Treasurer and Vice President, Finance, Gentex

Matthew Chiodo

Chief Sales Officer and Senior Vice President,
Sales

Chief Sales Officer and Senior Vice President, Sales, Gentex

Scott Ryan

Vice President, General Counsel and Corporate
Secretary

Vice President, General Counsel and Corporate Secretary, Gentex

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this “Agreement”) is made as of October 4, 2023, by and among Gentex Corporation (the “Purchaser”), and the entities identified on Schedule 2 (each, a “Seller” and collectively, the “Sellers”).

WHEREAS, the Sellers wish to transfer, assign, sell, convey and deliver to the Purchaser, and the Purchaser wishes to purchase from the Sellers, an aggregate of up to 3,137,500 shares (the “Shares”) of Class A Common Stock, \$0.01 par value per share (the “Class A Common Stock”), of VOXX International Corporation (the “Company”) in two tranches, in the amounts, at the prices, on the dates and on the terms and subject to the conditions set forth in this Agreement (the “Offerings”); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for good and valuable consideration, the Purchaser and each Seller, severally and not jointly, agree as follows:

1. Purchase and Sale of the Shares.

(a) At the closing of the Offering of the Shares listed under “Tranche 1” of Schedule 2 (“Tranche 1 Shares” and such closing, the “Tranche 1 Closing”), and subject to the terms and conditions hereof, each of the Sellers, severally and not jointly, will transfer, assign, sell, convey and deliver to the Purchaser, the number of Shares set forth opposite such Seller’s name in the table entitled “Tranche 1” in Schedule 2, and the Purchaser will purchase from the Sellers the number of Shares set forth opposite the Purchaser’s name in the table entitled “Tranche 1” in Schedule 1. In connection with such transfer, each of the Sellers will deliver the Tranche 1 Shares to be sold by it to the Purchaser (as provided in Section 2(a) below). In exchange for the transfer of the Tranche 1 Shares, the Purchaser will pay each Seller the aggregate amount obtained by multiplying the Tranche 1 Shares by the Tranche 1 Share Purchase Price (as defined in Schedule 1) (the “Tranche 1 Purchase Consideration”).

(b) At the closing of the Offering of the Shares listed under “Tranche 2” of Schedule 2 (“Tranche 2 Shares” and such closing, the “Tranche 2 Closing” and with the Tranche 1 Closing, each an “Offering Closing”), and subject to the terms and conditions hereof, each of the Sellers, severally and not jointly, will transfer, assign, sell, convey and deliver to the Purchaser, the number of Shares set forth opposite such Seller’s name in the table entitled “Tranche 2” in Schedule 2, and the Purchaser will purchase from the Sellers the number of Shares set forth opposite the Purchaser’s name in the table entitled “Tranche 2” in Schedule 1. In connection with such transfer, each of the Sellers will deliver the Tranche 2 Shares to be sold by it to the Purchaser (as provided in Section 2(a) below). In exchange for the transfer of the Tranche 2 Shares, the Purchaser will pay each Seller the aggregate amount obtained by multiplying the Tranche 2 Shares by the Tranche 2 Share Purchase Price (as defined in Schedule 1) (the “Tranche 2 Purchase Consideration” and, together with the Tranche 1 Purchase Consideration, the “Purchase Consideration”).

(c) Subject to the satisfaction or waiver of the conditions set forth in Section 5 below (other than conditions that by their nature are to be satisfied at the applicable Offering Closing, but subject to the satisfaction or waiver of those conditions at such

time), (i) the Tranche 1 Closing shall occur on October 6, 2023 (the “Tranche 1 Settlement Date”) and (ii) the Tranche 2 Closing shall occur on or about January 5, 2024 (the “Tranche 2 Settlement Date” and, together with the Tranche 1 Settlement Date, the “Settlement Dates”).

2. Deliveries at Closing.

(a) At the Tranche 1 Closing, each Seller shall, severally and not jointly, transfer or cause to be transferred to the Purchaser the number of Shares set forth opposite such Seller’s name in the table entitled “Tranche 1” in Schedule 2 in electronic form via book-entry record through the Transfer Agent.

(b) At the Tranche 1 Closing, the Purchaser shall deliver or cause to be delivered to each Seller the Tranche 1 Purchase Consideration set forth opposite such Seller’s name in the table entitled “Tranche 1” in Schedule 2 by transfer of immediately available funds to the accounts designated by the Sellers.

(c) At the Tranche 2 Closing, each Seller shall, severally and not jointly, transfer or cause to be transferred to the Purchaser the number of Shares set forth opposite such Seller’s name in the table entitled “Tranche 2” in Schedule 2 in electronic form via book-entry record through the Transfer Agent.

(d) At the Tranche 2 Closing, the Purchaser shall deliver or cause to be delivered to each Seller the Tranche 2 Purchase Consideration set forth opposite such Seller’s name under the table entitled “Tranche 2” in Schedule 2 by transfer of immediately available funds to the accounts designated by the Sellers.

3. Purchaser Representations. In purchasing the Shares, the Purchaser acknowledges, represents and warrants to the Sellers on the date hereof and on each Settlement Date that:

(a) The Purchaser is an entity duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. The Purchaser has requisite right, power, capacity and authority to enter into, execute, deliver and perform this Agreement.

(b) This Agreement has been duly authorized by the Purchaser, has been duly executed and delivered by the Purchaser and constitutes the legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other laws affecting enforcement of creditors’ rights or by general equitable principles.

(c) The purchase of the Shares by the Purchaser hereunder will not conflict with, result in a breach or violation of, or constitute a default under, (i) any law applicable to the Purchaser, (ii) the charter documents of the Purchaser or (iii) the terms of any indenture or other agreement or instrument to which the Purchaser is a party or bound, or any judgment, order or decree applicable to the Purchaser of any court, regulatory body, administrative agency, governmental body or arbitrator having jurisdiction over the Purchaser, except in the cases of (i) and (iii), for any such conflict, breach, violation or

default that would not materially and adversely affect the purchase of the Shares and the consummation of the transactions contemplated herein.

(d) No consent, approval, authorization or order of, or filing by the Purchaser with, any court, governmental agency or body or stock exchange is required for the consummation by the Purchaser of its purchase of the Shares hereunder.

(e) The Purchaser has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Consideration and consummate the transactions contemplated by this Agreement.

(f) The Purchaser is a sophisticated investor and has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Company and is able to bear the economic risk of loss of its investment in the Company. The Purchaser acknowledges that the Sellers and their officers, advisors, counsel and other representatives may possess non-public information regarding the Company not known to the Purchaser that the Purchaser may deem material to its decision to purchase the Shares and the Purchaser hereby waives any claim, or potential claim, it has or may have against any Seller and its officers, advisors and counsel relating to their possession of material non-public information. Except for the express representations and warranties contained in this Agreement, neither the Sellers, nor any of their respective affiliates, attorneys, accountants and financial and other advisors, has made any representations or warranties to the Purchaser.

(g) The Purchaser has no arrangement with any person, directly or indirectly, to participate in the distribution of the Shares.

4. Seller Representations. Each Seller, severally and not jointly, acknowledges, represents and warrants to the Purchaser on the date hereof and on each Settlement Date that:

(a) Such Seller is an entity duly organized and validly existing under the laws of its jurisdiction of organization. Such Seller has requisite right, power, capacity and authority to enter into, execute, deliver and perform this Agreement.

(b) This Agreement has been duly authorized, executed and delivered by such Seller and constitutes the legal, valid and binding obligation of such Seller, enforceable against such Seller in accordance with their terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other laws affecting enforcement of creditors' rights or by general equitable principles.

(c) Such Seller is the record and beneficial owner of the Shares to be sold by it in the Offering, and upon the applicable Offering Closing will transfer to the Purchaser good and marketable title to, or a valid "security entitlement" within the meaning of Section 8-501 of the New York Uniform Commercial Code in respect of, all such Shares, free and clear of any liens, claims, security interests, restrictions, options or other encumbrances of any kind, other than transfer restrictions under federal and state securities laws. Such Seller has not granted any option of any sort with respect to such Shares or any right to acquire such Shares or any interest therein other than to the Purchaser under this Agreement.

(d) The transfer of the Shares to be sold by such Seller in the Offering will not conflict with, result in a breach or violation of, or constitute a default under, (i) any law applicable to such Seller or, (ii) the limited partnership agreement, general partnership agreement or other organizational document, as applicable, of such Seller or (iii) the terms of any indenture or other agreement or instrument to which such Seller is a party or bound, or any judgment, order or decree applicable to such Seller of any court, regulatory body, administrative agency, governmental body or arbitrator having jurisdiction over such Seller, except in the cases of (i) and (iii), for any such conflict, breach, violation or default that would not materially and adversely affect the sale of the Shares and the consummation of the transactions contemplated herein.

(e) No consent, approval, authorization or order of, or filing by such Seller with, any court, governmental agency or body or stock exchange is required for the consummation by such Seller of the sale of the Shares to be sold by such Seller in the Offering, except as may be required by applicable securities laws in connection with the offer and sale of the Shares.

(f) Such Seller has not engaged any investment banker, broker, or finder in connection with the Offering, and no broker's or similar fee is payable by such Seller or any of its affiliates in connection with the transfer of the Shares owned by such Seller hereunder.

(g) Except for the express representations and warranties contained in this Agreement, neither the Purchaser, nor any of its affiliates, attorneys, accountants and financial and other advisors, has made any representations or warranties to such Seller.

5. Conditions Precedent to Obligations of the Sellers and Purchaser.

(a) The obligations of the Purchaser are subject to the satisfaction of the conditions precedent that (i) the representations and warranties of the Sellers contained herein shall be true and correct as of the date hereof and the applicable Settlement Date (including as if made both on the date hereof and on such Settlement Date), (ii) the Sellers shall have complied with all of their covenants and agreements contained in this Agreement to be performed on or prior to the applicable Settlement Date, (iii) no order shall have been entered by or with any governmental authority or arbitral body, and no other legal restraint or prohibition shall be in effect, preventing the sale by the Sellers or the purchase by the Purchaser, of the Shares, and (iv) the volume weighted average closing price per share of Class A Common Stock on The Nasdaq Stock Market LLC during the 20 trading day period ending on the last trading day immediately prior to the applicable Settlement Date (the "20-day VWAP") as of the applicable Settlement Date is at least \$7.00.

(b) The obligations of the Sellers are subject to the satisfaction of the conditions precedent that (i) the representations and warranties of the Purchaser contained herein shall be true and correct as of the date hereof and the applicable Settlement Date (including as if made both on the date hereof and on such Settlement Date), (ii) the Purchaser shall have complied with all of its covenants and agreements contained in this Agreement to be performed on or prior to the applicable Settlement Date, and (iii) no order shall have been entered by or with any governmental authority or arbitral body, and

no other legal restraint or prohibition shall be in effect, preventing the sale by the Sellers or the purchase by the Purchaser, of the Shares.

6. Termination.

(a) Notwithstanding any provision in this Agreement to the contrary, this Agreement may be terminated and abandoned at any time prior to the Tranche 2 Closing with respect to the applicable parties as follows:

i. by written agreement of the Purchaser, on the one hand, and one or more Sellers, on the other hand, which termination shall be effective as between or among the Purchaser and such Seller(s); or

ii. by the Purchaser or any of the Sellers (but only with respect to such terminating Seller's rights and obligations hereunder) if there shall be any law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited, or if any judgment, injunction, order or decree of a competent governmental authority enjoining the Company or such Seller from consummating the transactions contemplated by this Agreement shall have been entered and such judgment, injunction, order or decree shall have become final and nonappealable; provided that the party seeking to terminate this Agreement pursuant to this Section 6(a)(ii) shall have used its commercially reasonable efforts to render inapplicable such law or regulation or remove such judgment, injunction, order or decree prior to such termination.

(b) In the event of termination and abandonment by the Purchaser or any Seller pursuant to Section 6(a), written notice thereof specifying the provision of this Agreement pursuant to which such termination is effected, shall forthwith be given to the other parties hereto, and, solely with respect to a termination by the Purchaser or all of the Sellers, this Agreement shall terminate, and the subscription for the Shares hereunder shall be abandoned. For the avoidance of doubt, a termination by any Seller shall only terminate the rights and obligations of such Seller hereunder and shall not affect the rights and obligations of the other parties hereto. The parties acknowledge that the failure by any one Seller to consummate the subscription for such Seller's Shares shall not affect or modify the obligations of the Purchaser or the other Sellers to consummate the transactions contemplated hereby.

(c) In the event of any termination of this Agreement as provided in Section 6(a) by the Purchaser or all of the Sellers, this Agreement, except for the provisions of this Section 6(c) and Section 7 below, shall terminate and become void and have no effect, without any liability on the part of any party or its directors, officers or stockholders with respect thereto. Notwithstanding the foregoing, nothing in this Section 6(c) shall relieve any party to this Agreement of liability for fraud or any material breach of any covenant or agreement set forth in this Agreement.

(d) In the event that Purchaser is not required to purchase Tranche 2 Shares on the Tranche 2 Settlement Date pursuant to the terms of this Agreement, Purchaser's obligations to purchase Shares hereunder shall automatically terminate.

7. Miscellaneous.

(a) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes any and all prior agreements related to the subject matter hereof. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. The respective agreements, representations, warranties and other statements of the Purchaser and the Sellers, as set forth in this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of the Purchaser or the Sellers or any of their respective officers, directors or affiliates, and shall survive delivery of and payment for the Shares. This Agreement may not be assigned by any party without the written consent of the other parties and any such assignment without such written consent shall be void.

(b) Each party shall keep this Agreement and the terms and conditions hereof strictly confidential and shall not disclose them to any third party, provided each Party shall be permitted to disclose this Agreement or such information hereunder as is reasonably required to be disclosed in confidence to its directors, officers, employees, affiliates, owners, counsel, accountants, lenders and advisors (provided, further, however, that such party shall be responsible for any breach of the terms hereof by any such persons) or as otherwise required pursuant to any applicable law, rule or regulation, including those of the U.S. Securities Exchange Commission. Notwithstanding the foregoing, the parties and their respective affiliates shall be permitted to disclose such information regarding the transactions contemplated hereunder in customary confidential communications or disclosures with their current or future limited partners or prospective investors.

(c) If any change in the Class A Common Stock shall occur between the date hereof and immediately prior to an Offering Closing by reason of any reclassification, recapitalization, stock split (including reverse stock split) or combination, exchange or readjustment of shares, or any stock dividend, the number of Shares and the Purchase Consideration shall be appropriately adjusted to reflect such change.

(d) This Agreement may be amended only by written agreement between the parties hereto.

(e) Each party agrees to execute any additional documents and to take any further action as may be necessary or desirable in order to implement the transactions contemplated by this Agreement.

(f) This Agreement shall be governed by and construed under the domestic, substantive laws of the State of New York (without giving effect to any conflict of law or other aspect of New York law that might result in the application of any law other than that of the State of New York).

(g) This Agreement may be executed (and delivered via email or other electronic transmission) in one or more counterparts, each of which constitutes an original (including counterparts delivered by email or other electronic transmission) and is admissible in evidence, and all of which constitute one and the same agreement.

(h) Each party shall bear its own expenses incurred in connection with this Agreement and the consummation of the transactions contemplated hereby.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Purchaser:

GENTEX CORPORATION

By: /s/ Steve Downing

Name: Steve Downing

Title: President and Chief
Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Sellers:

Avalon Park International LLC

By: /s/ Beat Kahli

Name: Beat Kahli

Title: President

Avalon Park Group Holding AG

By: /s/ Beat Kahli

Name: Beat Kahli

Title: Chairman