

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

FORM 10-Q

(MARK ONE)

- (X) QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 FOR THE QUARTERLY PERIOD ENDED SEPTEMBER 30, 2004, OR
- () 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. 0-10235

GENTEX CORPORATION

(Exact name of registrant as specified in its charter)

MICHIGAN

(State or other jurisdiction of incorporation or organization)

38-2030505

(I.R.S. Employer Identification No.)

600 N. CENTENNIAL, ZEELAND, MICHIGAN

(Address of principal executive offices)

49464

(Zip Code)

(616) 772-1800

(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 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 ()

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Exchange Act).

Yes (X)

No ()

APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PRECEDING FIVE YEARS:

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Section 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court.

Yes ()

No ()

APPLICABLE ONLY TO CORPORATE ISSUERS:

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

Class	Shares Outstanding at October 20, 2004
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Common Stock, \$0.06 Par Value	77,652,005

Exhibit Index located at page 13

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PART I. FINANCIAL INFORMATION

ITEM 1. CONSOLIDATED FINANCIAL STATEMENTS

GENTEX CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS

	September 30, 2004	December 31, 2003
	(Unaudited)	(Audited)
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$407,918,422	\$322,662,971
Short-term investments	66,966,302	70,943,685
Accounts receivable, net	63,608,959	58,955,823
Inventories	28,051,346	20,938,696
Prepaid expenses and other	11,234,599	11,848,156
	-----	-----
Total current assets	577,779,628	485,349,331
PLANT AND EQUIPMENT - NET	130,634,607	126,806,882
OTHER ASSETS		
Long-term investments	115,531,513	145,615,934
Patents and other assets, net	5,530,471	4,757,619
	-----	-----
Total other assets	121,061,984	150,373,553
	-----	-----
Total assets	\$829,476,219	\$762,529,766
	=====	=====
LIABILITIES AND SHAREHOLDERS' INVESTMENT		
CURRENT LIABILITIES		
Accounts payable	\$ 22,191,954	\$ 18,259,111
Accrued liabilities	32,757,678	32,221,369
	-----	-----
Total current liabilities	54,949,632	50,480,480
DEFERRED INCOME TAXES	18,136,366	18,405,955
SHAREHOLDERS' INVESTMENT		
Common stock	4,659,120	4,622,449
Additional paid-in capital	169,659,259	152,874,325
Retained earnings	576,103,320	528,358,825
Other shareholders' investment	5,968,522	7,787,732
	-----	-----
Total shareholders' investment	756,390,221	693,643,331
	-----	-----
Total liabilities and shareholders' investment	\$829,476,219	\$762,529,766
	=====	=====

See accompanying notes to condensed consolidated financial statements.

GENTEX CORPORATION AND SUBSIDIARIES

UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF INCOME

	Three Months Ended September 30		Nine Months Ended September 30	
	2004	2003	2004	2003
NET SALES	\$120,456,707	\$112,878,954	\$379,430,532	\$345,104,850
COST OF GOODS SOLD	72,754,752	65,793,563	222,388,833	201,621,876
Gross profit	47,701,955	47,085,391	157,041,699	143,482,974
OPERATING EXPENSES:				
Engineering, research and development	7,758,575	6,944,138	22,747,948	19,462,760
Selling, general & administrative	6,550,287	5,693,743	20,175,499	17,310,739
Total operating expenses	14,308,862	12,637,881	42,923,447	36,773,499
Income from operations	33,393,093	34,447,510	114,118,252	106,709,475
OTHER INCOME (EXPENSE)				
Interest and dividend income	2,263,373	2,372,517	6,507,213	7,796,492
Other	1,168,367	1,225,098	3,309,635	574,035
Total other income	3,431,740	3,597,615	9,816,848	8,370,527
Income before provision for income taxes	36,824,833	38,045,125	123,935,100	115,080,002
PROVISION FOR INCOME TAXES	11,600,000	12,364,000	39,910,000	37,400,000
NET INCOME	\$ 25,224,833	\$ 25,681,125	\$ 84,025,100	\$ 77,680,002
EARNINGS PER SHARE:				
Basic	\$ 0.33	\$ 0.34	\$ 1.09	\$ 1.02
Diluted	\$ 0.32	\$ 0.33	\$ 1.07	\$ 1.01
Cash Dividends Declared per Share	\$ 0.17	\$ 0.15	\$ 0.47	\$ 0.15

See accompanying notes to condensed consolidated financial statements.

GENTEX CORPORATION AND SUBSIDIARIES

UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

	Nine Months Ended September 30,	
	2004	2003
	-----	-----
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	\$ 84,025,100	\$ 77,680,002
Adjustments to reconcile net income to net cash provided by operating activities-		
Depreciation and amortization	16,976,090	15,977,561
(Gain) loss on disposal of assets	(863)	75,626
(Gain) loss on sale of investments	(2,367,909)	872,848
Deferred income taxes	621,584	490,376
Amortization of deferred compensation	1,149,778	844,226
Tax benefit of stock plan transactions	2,693,941	5,993,320
Change in operating assets and liabilities:		
Accounts receivable, net	(4,653,136)	(27,445,645)
Inventories	(7,112,650)	(2,599,478)
Prepaid expenses and other	411,208	(1,376,344)
Accounts payable	3,932,843	5,305,620
Accrued liabilities, excluding dividends declared	(983,396)	1,535,126
	-----	-----
Net cash provided by operating activities	94,692,590	77,353,238
	-----	-----
CASH FLOWS FROM INVESTING ACTIVITIES:		
Plant and equipment additions	(20,705,920)	(15,982,008)
Proceeds from sale of plant and equipment	44,500	72,000
(Increase) decrease in investments	34,461,644	78,356,378
Increase in other assets	(809,321)	(552,725)
	-----	-----
Net cash provided by (used for) investing activities	12,990,903	61,893,645
	-----	-----
CASH FLOWS FROM FINANCING ACTIVITIES:		
Issuance of common stock from stock plan transactions	12,332,859	13,818,575
Cash dividends paid	(34,760,901)	0
Repurchases of common stock	0	(10,246,810)
	-----	-----
Net cash provided by (used for) financing activities	(22,428,042)	3,571,765
	-----	-----
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	85,255,451	142,818,648
CASH AND CASH EQUIVALENTS, beginning of period	322,662,971	168,834,111
	-----	-----
CASH AND CASH EQUIVALENTS, end of period	\$ 407,918,422	\$ 311,652,759
	=====	=====

See accompanying notes to condensed consolidated financial statements.

GENTEX CORPORATION AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

- (1) The unaudited condensed consolidated financial statements included herein have been prepared by the Registrant, without audit, pursuant to the rules and regulations of the Securities and Exchange Commission. Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States have been condensed or omitted pursuant to such rules and regulations, although the Registrant believes that the disclosures are adequate to make the information presented not misleading. It is suggested that these unaudited condensed consolidated financial statements be read in conjunction with the financial statements and notes thereto included in the Registrant's 2003 annual report on Form 10-K.
- (2) In the opinion of management, the accompanying unaudited condensed consolidated financial statements contain all adjustments, consisting of only a normal and recurring nature, necessary to present fairly the financial position of the Registrant as of September 30, 2004, and the results of operations and cash flows for the interim periods presented.
- (3) Inventories consisted of the following at the respective balance sheet dates:

	September 30, 2004	December 31, 2003
	-----	-----
Raw materials	\$16,315,646	\$ 11,041,622
Work-in-process	2,776,280	2,401,500
Finished goods	8,959,420	7,495,574
	-----	-----
	\$28,051,346	\$ 20,938,696
	=====	=====

- (4) The following table reconciles the numerators and denominators used in the calculation of basic and diluted earnings per share (EPS):

	Quarter Ended September 30,		Nine Months Ended September 30,	
	-----		-----	
	2004	2003	2004	2003
	----	----	----	----
Numerators:				
Numerator for both basic and diluted EPS, net income	\$25,224,833	\$25,681,125	\$84,025,100	\$77,680,002
Denominators:				
Denominator for basic EPS, weighted-average shares outstanding	77,243,550	76,348,527	77,059,166	76,106,950
Potentially dilutive shares resulting from stock plans	974,411	1,220,334	1,314,345	960,198
	-----	-----	-----	-----
Denominator for diluted EPS	78,217,961	77,568,861	78,373,511	77,067,148
	=====	=====	=====	=====
Shares related to stock plans not included in diluted average common shares outstanding because their effect would be antidilutive	1,486,831	223,383	683,461	674,884

- (5) At September 30, 2004, the Company had two stock option plans and an employee stock purchase plan. The Company accounts for these plans under the recognition and measurement principles of APB Opinion No. 25 (Accounting for Stock Issued to Employees) and related interpretations. No stock-based employee compensation cost is reflected in net income, since options granted under these plans have an exercise price equal to the market value of the underlying common stock on the date of grant. The following table illustrates the effect on net income and earnings per share if the Company had applied the fair value recognition provisions of Statement of Financial Accounting Standards (SFAS) No. 123, "Accounting for Stock-Based Compensation," to stock-based employee compensation.

GENTEX CORPORATION AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONT.)

	Quarter Ended September 30,		Nine Months Ended September 30,	
	2004	2003	2004	2003
	----	----	----	----
Net income, as reported	\$25,224,833	\$25,681,125	\$ 84,025,100	\$77,680,002
Deduct: Total stock-based employee compensation expense determined under fair value-based method of all awards, net of tax effects	(4,058,943)	(2,717,304)	(10,676,152)	(7,731,314)
Pro forma net income	\$21,165,890	\$22,963,821	\$ 73,348,948	\$69,948,688
	=====	=====	=====	=====
Earnings per share:				
Basic - as reported	\$.33	\$.34	\$ 1.09	\$ 1.02
Basic - pro forma	.27	.30	.95	.92
Diluted - as reported	.32	.33	1.07	1.01
Diluted - pro forma	.27	.30	.94	.91

- (6) Comprehensive income reflects the change in equity of a business enterprise during a period from transactions and other events and circumstances from non-owner sources. For the Company, comprehensive income represents net income adjusted for items such as unrealized gains and losses on investments and foreign currency translation adjustments. Comprehensive income was as follows:

	September 30, 2004	September 30, 2003
	-----	-----
Quarter Ended	\$ 23,098,757	\$ 27,635,064
Nine Months Ended	82,850,918	89,260,627

- (7) The increase in common stock during the quarter and nine months ended September 30, 2004, was attributable to the issuance of 198,005 and 611,189 shares, respectively, of the Company's common stock under its stock-based compensation plans. The Company has also recorded a \$0.15 per share cash dividend in the first two quarters of 2004 and a \$0.17 per share cash dividend in the third quarter. The third quarter dividend of approximately \$13,201,000, was declared on August 18, 2004, and is payable on October 21, 2004.
- (8) The Company currently manufactures electro-optic products, including automatic-dimming rearview mirrors for the automotive industry, and fire protection products for the commercial building industry:

	Quarter Ended September 30,		Nine Months Ended September 30,	
	2004	2003	2004	2003
	----	----	----	----
Revenue:				
Automotive Products	\$ 114,546,283	\$107,020,164	\$ 362,111,159	\$ 328,091,167
Fire Protection Products	5,910,424	5,858,790	17,319,373	17,013,683
Total	\$ 120,456,707	\$112,878,954	\$ 379,430,532	\$ 345,104,850
	=====	=====	=====	=====
Operating Income:				
Automotive Products	\$ 32,160,066	\$ 33,184,710	\$ 110,651,518	\$ 103,318,451
Fire Protection Products	1,233,027	1,262,800	3,466,734	3,391,024
Total	\$ 33,393,093	\$ 34,447,510	\$ 114,118,252	\$ 106,709,475
	=====	=====	=====	=====

GENTEX CORPORATION AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONT.)

- (9) On October 13, 2004, the Financial Accounting Standards Board (FASB) concluded that FASB Statement No. 123R, "Share-Based Payment," which would require all share-based payments to employees, including grants of employee stock options, to be recognized in the income statement based on their fair values, would be effective for public companies for interim or annual periods beginning after June 15, 2005. The Company does not intend to adopt a fair-value based method of accounting for stock-based employee compensation until a final standard is issued by the FASB that requires this accounting. Proforma disclosures of quarterly earnings are included in Note 5 of this quarterly statement.

In January 2003, the FASB issued Interpretation No. 46, "Consolidation of Variable Interest Entities." This standard clarifies the application of Accounting Research Bulletin No. 51, "Consolidated Financial Statements," and addresses consolidation by business enterprises of variable interest entities. Interpretation No. 46 requires existing unconsolidated variable interest entities to be consolidated by their primary beneficiaries if the entities do not effectively disperse risk among the parties involved. Interpretation No. 46 also enhances the disclosure requirements related to variable interest entities. This interpretation was effective for any variable interest entered into by the Company as of the end of the first quarter of 2004. The adoption of Interpretation No. 46 did not have any significant effect on the Company's consolidated financial statements.

GENTEX CORPORATION AND SUBSIDIARIES

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

RESULTS OF OPERATIONS:

THIRD QUARTER 2004 VERSUS THIRD QUARTER 2003

Net Sales. Net sales for the third quarter of 2004 increased by approximately \$7,578,000, or 7%, when compared with the third quarter last year. Net sales of the Company's automotive auto-dimming mirrors increased by approximately \$7,526,000, or 7%, in the third quarter of 2004, when compared to the third quarter last year, as auto-dimming mirror unit shipments increased by 11% from approximately 2,475,000 in the third quarter of 2003 to 2,756,000 in the current quarter. This increase reflected the increased penetration of interior auto-dimming mirrors on 2004 and 2005 model year vehicles during the third quarter of 2004. Unit shipments to customers in North America for the current quarter decreased by 1% compared with the third quarter of the prior year, primarily due to lower exterior mirror shipments as the result of end of the model year inventory adjustments by certain tier one exterior mirror suppliers. Mirror unit shipments for the current quarter to automotive customers outside North America increased by 26% compared with the third quarter in 2003, primarily due to increased interior mirror shipments to European and Asian-Pacific automakers as a result of increased penetration. Net sales of the Company's fire protection products increased 1% for the current quarter, primarily due to higher sales of certain of the Company's signaling products.

Cost of Goods Sold. As a percentage of net sales, cost of goods sold increased from 58.3% in the third quarter of 2003 to 60.4% in the third quarter of 2004. This percentage increase primarily reflected annual customer price reductions and start-up costs related to the introduction of a number of new automated manufacturing processes during the quarter. Each factor is estimated to have impacted cost of goods sold as a percentage of net sales by approximately 1-2 percentage points.

Operating Expenses. Engineering, research and development expenses for the quarter increased approximately \$814,000, from 6.2% to 6.4% of net sales, when compared with the same quarter last year, primarily reflecting additional staffing, engineering and testing for new product development, including mirrors with additional electronic features. Selling, general and administrative expenses increased approximately \$857,000, for the quarter, from 5.0% to 5.4% of net sales, when compared with the third quarter of 2003. This increased expense primarily reflected the continued expansion of the Company's overseas sales and engineering offices.

Total Other Income. Total other income for the quarter decreased by approximately \$165,000 when compared with the third quarter of 2003, primarily due to reduced interest income due to a higher proportion of tax-exempt investments.

Income Taxes. The Company's effective income tax rate decreased from 32.5% in the third quarter of 2003 to 31.5% in the third quarter of 2004, primarily due to higher tax-exempt investment income.

NINE MONTHS ENDED SEPTEMBER 30, 2004, VERSUS NINE MONTHS ENDED SEPTEMBER 30, 2003

Net Sales. Net sales for the nine months ended September 30, 2004, increased by approximately \$34,326,000, or 10%, when compared with the same period last year. Net sales of the Company's automotive auto-dimming mirrors increased by approximately \$34,020,000, or 10%, as auto-dimming mirror unit shipments increased by 16% from approximately 7,544,000 in the first nine months of 2003 to 8,739,000 in the first nine months of 2004. This increase reflected the increased penetration on 2004 and 2005 model year vehicles for interior and exterior auto-dimming mirrors. Unit shipments to customers in North America increased by 5% for the first nine months of 2004 compared with the same period last year, primarily due to increased penetration among Asian transplants. Mirror unit shipments to automotive customers outside North America increased by 29% for the first nine months of 2004 compared with the first nine months in 2003, primarily due to increased interior and exterior mirror sub-assembly shipments to European and Asian-Pacific automakers as a result of increased penetration. Net sales of

the Company's fire protection products increased 2% for the first nine months of 2004, primarily due to higher sales of certain of the Company's signaling products.

Cost of Goods Sold. As a percentage of net sales, cost of goods sold increased slightly from 58.4% to 58.6% in the first nine months of 2004, when compared to the same nine-month period in the prior year. This slight percentage increase primarily reflected annual customer price reductions, mostly offset by the higher sales level leveraged over the fixed overhead costs and product mix. Each factor is estimated to have impacted cost of goods sold as a percentage of net sales by approximately 1-2 percentage points.

Operating Expenses. For nine months ended September 30, 2004, engineering, research and development expenses increased approximately \$3,285,000, from 5.6% to 6.0% of net sales, when compared with the same period last year, primarily reflecting additional staffing for new product development, including mirrors with additional electronic features. Selling, general and administrative expenses increased approximately \$2,865,000 for the first nine months of 2004, and increased from 5.0% to 5.3% of net sales when compared to the first nine months of 2003. This increased expense primarily reflected the continued expansion of the Company's overseas sales and engineering office as well as the stronger euro exchange rate.

Other Income - Net. Other income for the nine months ended September 30, 2004, increased by approximately \$1,446,000 when compared with the first nine months of 2003, primarily due to realized gains on the sale of equity investments in the current year period, partially offset by reduced interest income due to lower interest rates.

FINANCIAL CONDITION:

Cash flow from operating activities for the nine months ended September 30, 2004, increased \$17,340,000 to \$94,693,000, compared to \$77,353,000, for the same period last year, primarily due to lower growth in accounts receivable and increased net income. During the third quarter of 2003, the Company's largest customer extended its payment terms to its suppliers, which resulted in a one-time increase in accounts receivable. Capital expenditures for the nine months ended September 30, 2004, were \$20,706,000, compared to \$15,982,000 for the same period last year.

The Company now expects that the construction of its fourth automotive manufacturing facility and a new corporate facility will be completed in early 2006. The completion date has been pushed back from the original date due to improved manufacturing capacity utilization. The Company plans to invest approximately \$40-45 million for the new facilities during 2004-2006, which will be funded from its cash and cash equivalents on hand.

Cash and cash equivalents as of September 30, 2004, increased approximately \$85,255,000 compared to December 31, 2003. The increase was primarily due to cash flow from operations.

Management considers the Company's working capital and long-term investments totaling approximately \$638,362,000 as of September 30, 2004, together with internally generated cash flow and an unsecured \$5,000,000 line of credit from a bank, to be sufficient to cover anticipated cash needs for the next year and for the foreseeable future.

On October 8, 2002, the Company announced a share repurchase plan, under which the Company may purchase up to 4,000,000 shares based on a number of factors, including market conditions, the market price of the Company's common stock, anti-dilutive effect on earnings, available cash and other factors that the Company deems appropriate. During the quarter ended March 31, 2003, the Company repurchased 415,000 shares at a cost of approximately \$10,247,000. No shares have been repurchased subsequently by the Company.

TRENDS AND DEVELOPMENTS:

The Company is subject to market risk exposures of varying correlations and volatilities, including foreign exchange rate risk, interest rate risk and equity price risk. During the quarter ended September 30, 2004, there were no significant changes in the market risks reported in the Company's 2003 Form 10-K report.

The Company has some assets, liabilities and operations outside the United States, which currently are not significant. Because the Company sells its automotive mirrors throughout the world, it could be significantly affected by weak economic conditions in worldwide markets that could reduce demand for its products.

The Company continues to experience pricing pressures from its automotive customers, which have affected, and which will continue to affect, its margins to the extent that the Company is unable to offset the price reductions with productivity improvements, engineering and purchasing cost reductions, and increases in unit sales volume. In addition, profit pressures at certain automakers are resulting in increased cost reduction efforts by them, including requests for additional price reductions, decontenting certain features from vehicles, and warranty cost-sharing programs, which could adversely impact the Company's sales growth and margins. The Company also continues to experience from time to time some pressure for select raw material cost increases.

Automakers have been experiencing increased volatility and uncertainty in executing planned new programs which have, in some cases, resulted in cancellations or delays of new vehicle platforms, package reconfigurations and inaccurate volume forecasts. This increased volatility and uncertainty has made it more difficult for the Company to forecast future sales and effectively utilize capital, engineering, research and development, and human resource investments.

The Company does not have any significant off-balance sheet arrangements or commitments that have not been recorded in its consolidated financial statements.

On October 1, 2002, Magna International acquired Donnelly Corporation, the Company's major competitor for sales of automatic-dimming rearview mirrors to domestic and foreign vehicle manufacturers and their mirror suppliers. The Company sells certain automatic-dimming rearview mirror sub-assemblies to Magna Donnelly. To date, the Company is not aware of any significant impact of Magna's acquisition of Donnelly upon the Company; however, any ultimate significant impact has not yet been determined.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The information called for by this item is provided under the caption "Trends and Developments" under Item 2 - Management's Discussion and Analysis of Results of Operations and Financial Condition.

ITEM 4. CONTROLS AND PROCEDURES

As of September 30, 2004, an evaluation was performed under the supervision and with the participation of the Company's management, including the CEO and CFO, of the effectiveness of the design and operation of the Company's disclosure controls and procedures [(as defined in Exchange Act Rules 13a - 15(e) and 15d - 15(e)]. Based on that evaluation, the Company's management, including the CEO and CFO, concluded that the Company's disclosure controls and procedures were adequate and effective as of September 30, 2004, to ensure that material information relating to the Company would be made known to them by others within the Company, particularly during the period in which this Form 10-Q was being prepared. During the period covered by this quarterly report, there have been no changes in the Company's internal controls over financial reporting that have materially affected or are likely to materially affect the Company's internal controls over financial reporting.

Statements in this Quarterly Report on Form 10-Q which express "belief", "anticipation" or "expectation" as well as other statements which are not historical fact, are forward-looking statements and involve risks and uncertainties described under the headings "Management's Discussion and Analysis of Results of Operations and Financial Condition" and "Trends and Developments" that could cause actual results to differ materially from those projected. All forward-looking statements in this Report are based on information available to the Company on the date hereof, and the Company assumes no obligation to update any such forward-looking statements.

PART II. OTHER INFORMATION

Item 6. Exhibits and Reports on Form 8-K

(a) See Exhibit Index on Page 13.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

GENTEX CORPORATION

Date: November 2, 2004

/s/ Fred T. Bauer

Fred T. Bauer
Chairman and Chief
Executive Officer

Date: November 2, 2004

/s/ Enoch C. Jen

Enoch C. Jen
Vice President - Finance,
Principal Financial and
Accounting Officer

EXHIBIT INDEX

EXHIBIT NO. -----	DESCRIPTION -----	PAGE -----
3(a)	Registrant's Restated Articles of Incorporation	15
3(b)	Registrant's Bylaws as amended and restated February 27, 2003, were filed as Exhibit 3(b)(1) to Registrant's Report on Form 10-Q dated May 5, 2003, and the same are hereby incorporated herein by reference.	
4(a)	A specimen form of certificate for the Registrant's common stock, par value \$.06 per share, was filed as part of a Registration Statement on Form S-18 (Registration No. 2-74226C) as Exhibit 3(a), as amended by Amendment No. 3 to such Registration Statement, and the same is hereby incorporated herein by reference.	
4(b)	Amended and Restated Shareholder Protection Rights Agreement, dated as of March 29, 2001, including as Exhibit A the form of Certificate of Adoption of Resolution Establishing Series of Shares of Junior Participating Preferred Stock of the Company, and as Exhibit B the form of Rights Certificate and of Election to Exercise, was filed as Exhibit 4(b) to Registrant's Report on Form 10-Q dated April 27, 2001, and the same is hereby incorporated herein by reference.	
10(a)(1)	A Lease dated August 15, 1981, was filed as part of a Registration Statement on Form S-18 (Registration Number 2-74226C) as Exhibit 9(a)(1), and the same is hereby incorporated herein by reference.	
10(a)(2)	A First Amendment to Lease dated June 28, 1985, was filed as Exhibit 10(m) to Registrant's Report on Form 10-K dated March 18, 1986, and the same is hereby incorporated herein by reference.	
*10(b)(1)	Gentex Corporation Qualified Stock Option Plan (as amended and restated, effective February 26, 2004) was included in Registrant's Proxy Statement dated April 6, 2004, filed with the Commission on April 6, 2004, which is hereby incorporated herein by reference.	
*10(b)(2)	Specimen form of Grant Agreement for the Gentex Corporation Qualified Stock Option Plan (as amended and restated, effective February 26, 2004).	20
*10(b)(3)	Gentex Corporation Second Restricted Stock Plan was filed as Exhibit 10(b)(2) to Registrant's Report on Form 10-Q dated April 27, 2001, and the same is hereby incorporated herein by reference.	
*10(b)(4)	Specimen form of Grant Agreement for the Gentex Corporation Restricted Stock Plan.	23

EXHIBIT NO. -----	DESCRIPTION -----	PAGE -----
*10(b) (5)	Gentex Corporation 2002 Non-Employee Director Stock Option Plan (adopted March 6, 2002), was filed as Exhibit 10(b) (4) to Registrant's Report on Form 10-Q dated April 30, 2002, and the same is incorporated herein by reference.	
*10(b) (6)	Specimen form of Grant Agreement for the Gentex Corporation 2002 Non-Employee Director Stock Option Plan.	26
10(e)	The form of Indemnity Agreement between Registrant and each of the Registrant's directors and certain officers was filed as Exhibit 10 (e) to Registrant's Report on Form 10-Q dated October 31, 2002, and the same is incorporated herein by reference.	
31.1	Certificate of the Chief Executive Officer of Gentex Corporation pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350).	29
31.2	Certificate of the Chief Financial Officer of Gentex Corporation pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350).	30
32	Certificate of the Chief Executive Officer and Chief Financial Officer of Gentex Corporation pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350)	31

*Indicates a compensatory plan or arrangement.

EXHIBIT 3(A)

RESTATED ARTICLES OF INCORPORATION

OF

GENTEX CORPORATION

The following Restated Articles of Incorporation are executed by the undersigned corporation pursuant to the provisions of Act 284, Public Acts of 1972:

1. The present name of the corporation is: Gentex Corporation.
2. The corporation identification number assigned by the Bureau is: 085536.
3. All former names of the corporation are: None.
4. The date of filing the original Articles of Incorporation was: January 11, 1974.

The following Restated Articles of Incorporation supersede the original Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:

ARTICLE I

The name of the corporation is Gentex Corporation.

ARTICLE II

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan.

ARTICLE III

The total number of shares of all classes of stock which the corporation shall have the authority to issue is 205,000,000 shares, consisting of 200,000,000 shares of Common Stock, par value \$.06 per share, and 5,000,000 shares of Preferred Stock, no par value.

The authorized shares of Common Stock of the par value of \$.06 per share are all of one class with equal voting power, and each such share shall be equal to every other such share.

The shares of Preferred Stock may be divided into and issued in one or more series. The Board of Directors is hereby authorized to cause the Preferred Stock to be issued from time to time in one or more series with such designations and such relative voting, dividend, liquidation, and other rights, preferences, and limitations as shall be stated and expressed in the resolution providing for the issue of such Preferred Stock adopted by the Board of Directors. The Board of Directors by vote of a majority of the whole Board, is expressly authorized to adopt such resolution or resolutions and issue such stock from time to time as it may deem desirable.

ARTICLE IV

The address of the registered office, which is the same as the mailing address, is 600 N. Centennial Street, Zeeland, Michigan 49464. The name of the resident agent at the registered office is Fred T. Bauer.

ARTICLE V

The corporation shall, to the full extent permitted by the Michigan Business Corporation Act, as amended from time to time, indemnify all persons whom it may indemnify pursuant thereto.

ARTICLE VI

AUTHORITY OF BOARD

A. The business and affairs of the corporation shall be managed by a Board of Directors which shall exercise all of the powers and authority of the corporation (subject to the delegation to committees of the Board of Directors as permitted by law and not inconsistent with these Articles of Incorporation) except for such matters as are reserved to shareholders of the corporation by law or by these Articles of Incorporation.

SIZE OF BOARD

B. The Board of Directors shall consist of at least six (6), but not more than nine (9) members, and the specific number of directors to be elected or appointed within such limits shall be as determined by the Board of Directors from time to time.

CLASSIFICATION OF BOARD

C. Directors shall be divided into three classes and each class shall be as nearly equal in number as possible to the other classes. At the first election of directors subsequent to the adoption of this Article, the directors shall be elected by class to serve for terms which expire at the first, second, and third subsequent annual meetings of shareholders, respectively. At each annual meeting of shareholders thereafter, directors shall be elected to serve for a term which expires at the third annual meeting of shareholders following a meeting at which the director is elected.

VACANCIES IN BOARD

D. Vacancies occurring in the Board of Directors by reason of death, resignation, or removal of a director may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board, and vacancies occurring by reason of an increase of the number of directors may be filled by majority vote of the Board of Directors at any meeting duly called and convened. Directors appointed by the Board of Directors to fill any vacancies shall hold office only until the next annual meeting of shareholders.

NOMINATION FOR BOARD

E. Nomination for directors who are proposed as replacements for directors appointed by the Board of Directors to fill vacancies, if any, shall be designated in ballots and/or proxies submitted to shareholders to serve such terms of years as will make the classes of directors as nearly equal to each other in number as possible. Nominations by shareholders for any directorship must be submitted to the Board of Directors by written notice not later than thirty (30) days prior to the date of the annual meeting of shareholders at which the election is to be held (or within seven (7) days after the date the corporation mails, or otherwise gives notice of the date of such meeting, if such notice is given less than forty (40) days prior to the meeting date), which notice shall state the name of the nominee, the address of the nominee's business or residence, the nominee's principal occupation, and the name and address of the nominee's employer or business if self-employed.

REMOVAL FROM BOARD

F. A director may be removed from office as a director, with or without cause, only by the affirmative vote of the holders of two-thirds (2/3) of the then issued and outstanding shares of the corporation's stock entitled to vote thereon at a meeting duly called and convened for that purpose; provided, however, that the term of office of any director who is first elected to the Board of Directors after May 13, 1987, and who is then or thereafter becomes an employee of the corporation, or any of its subsidiaries, shall automatically terminate simultaneously with the termination of that director's employment by the corporation or subsidiary, with or without cause.

AMENDMENT

G. This Article may not be amended or repealed, in whole or in part, except by affirmative vote of the holders or at least two-thirds (2/3) of the issued and outstanding shares of the corporation's capital stock entitled to vote in the election of directors; provided, however, that such amendment or repeal may be made by majority vote of such shareholders at any meeting of shareholders duly called and convened where such amendment has been recommended for approval by two-thirds (2/3) of all directors then holding office.

ARTICLE VII

SPECIAL REQUIREMENTS REGARDING CERTAIN TRANSACTIONS WITH INTERESTED PARTIES

A, Unless the conditions set forth in subparagraphs 1 through 4 of this Paragraph A are satisfied or the approval specified in subparagraph 1 of Paragraph B of this Article has been made, the affirmative vote of the holders of that fraction of the outstanding shares of the capital stock of the corporation entitled to vote in the election of directors, but in no event less than two-thirds (2/3), determined by using as the numerator a number equal to the sum of (i) the outstanding shares of such stock beneficially owned by all Interested Parties, plus (ii) two-thirds (2/3) of the remaining number of such outstanding shares, and using as the denominator a number equal to the total number of the outstanding shares entitled to vote in the election of directors, shall be required for the adoption or authorization of a Combination or Reorganization (as hereinafter defined) with any Interested Party (as hereinafter defined) if, as of the record date for the determination of shareholders entitled to vote thereon, the Interested Party is (or has been at any time within the preceding twelve (12) months) the beneficial owner, directly or indirectly, of five percent (5%) or more of the issued and outstanding shares of the Corporation's capital stock entitled to vote in the election of directors. The two-thirds (2/3) vote requirement specified in the preceding sentence shall not be applicable if:

1. The cash and fair market value of any other consideration to be received per share by holders of the common stock of the corporation (including shareholders who do not vote in favor of the transactions) in exchange or substitution for their shares in the Combination or Reorganization is at least equal in amount to: (a) the highest per share amount paid by the Interested Party in acquiring any of its holdings of the common stock of the corporation; plus (b) the amount, if any, by which six percent (6%) per annum of that per share price exceeds the aggregate of per share amounts paid as cash dividends; in each case computed from the date the Interested Party became an Interested Party;

2. Subsequent to becoming an Interested Party: (a) the Interested Party shall have taken steps to ensure that the corporation's Board of Directors included at all times representation by Continuing Directors (as hereinafter defined) proportionate to the shareholdings of the shareholders not affiliated with the Interested Party (with a Continuing Director to occupy any resulting fractional Board position); (b) the Interested Party shall not have acquired any newly issued securities of the corporation, including securities convertible into common stock, from the corporation, directly or indirectly, except with respect to pro rata stock dividends or stock splits; (c) the Interested Party shall not have acquired any additional shares of the outstanding common stock of the corporation or securities convertible into common stock, except as a part of the transaction which resulted in the Interested Party becoming an Interested Party; and (d) the Interested Party shall not have received a benefit, directly or indirectly (except proportionately as a shareholder), of any loans, advances, guarantees, pledges, tax credits, or other financial assistance provided by the corporation;

3. Subsequent to the date the Interested Party became an Interested Party there shall have been no major change in the corporation's business or equity capital structure without, in each case, approval by at least two-thirds (2/3) of the Continuing Directors, as well as a majority of all Directors; and

4. A proxy statement conforming to the requirements of the Securities Exchange Act of 1934 shall have been mailed to the shareholders of the corporation for the purpose of soliciting shareholder approval of the Combination or Reorganization containing at the front thereof, in a prominent place, any recommendations as to the advisability (or inadvisability) of the Combination or Reorganization that the Continuing Directors, or any of them, may choose to state and, if deemed advisable by majority of the Continuing Directors, an opinion of a reputable investment banking firm as to the fairness (or lack thereof) of the terms of the Combination or Reorganization from the point of view of the remaining public shareholders of the corporation, which investment banking firm shall be selected by a majority of the Continuing Directors and shall be paid a reasonable fee for its services by the corporation upon receipt of the opinion.

EXCEPTIONS

B. The provisions of Paragraph A of this Article shall not apply, and the

otherwise applicable provisions of Michigan law shall apply to:

1. Any Combination or Reorganization as to which a memorandum of understanding with the Interested Party setting forth the principal terms of the transaction has been approved by two-thirds (2/3) of the Continuing Directors and a majority of all directors (provided the transaction is consummated in substantial conformity therewith); or

2. Any Combination or Reorganization with an Interested Party where this corporation then holds more than fifty percent (50%) of the issued and outstanding shares of the capital stock in such Interested Party which are entitled to vote in elections of directors.

DEFINITIONS

C. As used in this Article, the following words and phrases shall have the following meanings:

1. "Interested Party" means every person or entity which first becomes the beneficial owner of five percent (5%) or more of the corporation's issued and outstanding shares of capital stock entitled to vote in the election of directors after the date this Article becomes effective. In addition, an Interested Party includes (and an Interested Party shall be deemed to be the beneficial owner of all of the shares held directly or indirectly by) all "Affiliates" and "Associates" (as hereinafter defined) of such person or entity and any person or entity with which the Interested Party, or the Affiliates or Associates thereof, has any agreement, arrangement, or understanding with respect to the acquisition, holding, disposition, or voting of shares of the capital stock of this corporation, together with the successors and assigns of such persons or entities in any transaction or series of transactions not involving a public offering of the corporation's shares within the meaning of the Securities Act of 1933.

2. "Combination or Reorganization" means any merger involving this corporation (or a subsidiary of this corporation) and an Interested Party (irrespective of the identity of the surviving corporation), any consolidation involving this corporation (or a subsidiary of this corporation), and an Interested Party, any sale, exchange, lease, mortgage, transfer, or other disposition by this corporation (or a subsidiary of this corporation) of all, or substantially all, of its assets or business, directly or indirectly, to an Interested Party, and any transaction whereby voting securities of this corporation (or any subsidiary) in exchange or payment for the securities or assets of an Interested Party.

3. "Continuing Director" means a director of the corporation holding office as of the time this Article becomes effective, a director elected by shareholders subsequent to the time this Article becomes effective, but prior to the time an Interested Party acquired the status of Interested Party, and any director who succeeded a Continuing Director pursuant to an affirmative recommendation by a majority of Continuing Directors.

4. "Affiliate" means with respect to any person or entity that such person or entity directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person or entity.

5. "Associate" means with respect to any person or entity: (1) any corporation or organization of which such person or entity is an officer, director, or partner, or is directly or indirectly the beneficial owner of ten percent (10%) or more of any class of equity securities; (2) any trust or other estate in which such person or entity has a substantial beneficial interest or as to which such person or entity serves as trustee or any similar capacity; and (3) any relative or spouse of such person, or any relative of such spouse, who has the same home as such person.

INTERPRETATIONS

D. A majority of the Continuing Directors shall have the authority to determine for purposes of this Article, on the basis of information known to them:

1. Whether any person or entity owns beneficially five percent (5%) or more of the issued and outstanding shares of the common stock of the corporation.

2. Whether a person or entity is an Affiliate or Associate of another; and

3. Whether a person or entity has an agreement, arrangement, or understanding with another.

Any determination pursuant to this subparagraph made in good faith by the Continuing Directors shall be conclusive and binding for the purposes specified in this Article.

AMENDMENT

E. This Article may not be amended or repealed, in whole or in part, except by affirmative vote of that fraction of the outstanding shares of the

capital stock of the corporation entitled to vote in the election of directors, but in no event less than two-thirds (2/3) determined by using as the numerator a number equal to the sum of (i) the outstanding shares of such stock beneficially owned by all Interested Parties, plus (ii) two-thirds (2/3) of the remaining number of such outstanding shares, and using as the denominator a number equal to the total number of the outstanding shares of stock of the corporation entitled to vote in the election of directors.

ARTICLE VIII

EVALUATION OF CERTAIN OFFERS

The Board of Directors of the corporation shall not approve, adopt, or recommend any offer of any person or entity, other than the corporation, to make a tender or exchange offer for any capital stock of the corporation, to merge or consolidate the corporation with any other entity or to purchase or otherwise acquire all or substantially all of the assets or business of the corporation unless and until the Board of Directors shall have first evaluated the offer and determined that the offer would be in compliance with all applicable laws and that the offer is in the best interests of the corporation and its shareholders. In connection with its evaluation as to compliance with laws, the connection with its evaluation as to compliance with laws, the Board of Directors may seek and rely upon an opinion of legal counsel independent from the offeror and it may test such compliance with laws in any state or federal court or before any state or federal administrative agency which may have appropriate jurisdiction. In connection with its evaluation as to the best interests of the corporation and its shareholders, the board of Directors shall consider all factors which it deems relevant, including, without limitation: (1) the adequacy and fairness of the consideration to be received by the corporation and/or its shareholders under the offer considering historical trading prices for the corporation's stock, the price that might be achieved in a negotiated sale of the corporation as a whole, premiums over trading prices which have been proposed or offered with respect to the securities of other companies in the past in connection with similar offers, and the future prospects for the corporation and its business; (2) the potential social and economic impact of the offer and its consummation on the corporation, its employees, customers, and vendors; and (3) the potential social and economic impact of the offer and its consummation on the communities in which the corporation and any subsidiaries operate or are located.

AMENDMENT

This Article may not be amended or repealed, in whole or in part, except by affirmative vote of the holders of at least two-thirds (2/3) of the issued and outstanding shares of the corporation's capital stock entitled to vote in the election of directors; provided, however, that such amendment or repeal may be made by a majority vote of shareholders at any meeting of shareholders duly called and convened where such amendment or repeal has been recommended for approval by two-thirds (2/3) of all directors then holding office.

ARTICLE IX

A director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for a breach of fiduciary duty as a director, except for liability: (a) for any breach of the director's duty of loyalty to the corporation or its shareholders; (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) resulting from a violation of section 551(1) of the Michigan Business Corporation Act; (d) for any transaction from which the director derived an improper personal benefit; or (e) for any act or omission occurring prior to March 1, 1987.

These Restated Articles of Incorporation were duly adopted on August 12, 2004, in accordance with the provisions of Section 642 of the Michigan Business Corporation Act. The necessary number of shares as required by statute were voted in favor of these Restated Articles of Incorporation.

Signed this 20th day of August, 2004.

/s/ Enoch C. Jen

Enoch C. Jen
Its Vice President-Finance

990048

GENTEX CORPORATION GRANT AGREEMENT

Date: _____

NAME: _____

ADDRESS: _____

Dear _____:

Pursuant to the terms and conditions of the Company's Qualified Stock Option Plan (the "Plan"), you have been granted an Incentive Stock Option to purchase _____ shares (the "Option") of stock as outlined below.

Granted to: _____

SS # _____

Grant Date: _____

Options Granted: _____

Option Price Per Share: \$ _____ Total Cost to Exercise: \$ _____

Expiration Date: _____

Vesting Schedule: 5 Year Vesting
_____ on _____
_____ on _____

By my signature below, I hereby acknowledge receipt of this Option granted on the date shown above, which has been issued to me under the terms and conditions of the Plan. I further acknowledge receipt of the copy of the Plan and agreed to conform to all of the terms and conditions of the Option and the Plan.

Please return one signed copy of this agreement to Victoria Morris.

Signature: _____ Date: _____
(Name)

NOTE: If there are any discrepancies in the name or address shown above, please make the appropriate corrections this form.

1. OPTION PLAN. All of the defined terms contained in this Agreement shall have the same meaning as is set forth in the Gentex Corporation Qualified Stock Option Plan (as amended and restated effective February 26, 2004), and this Option Agreement is subject to the terms and provisions of that Plan, as amended from time to time. If any inconsistency exists between the provisions of this Agreement and the Plan, the Plan shall govern.

2. OPTION GRANT. Effective as of the Grant Date, the Optionee has been granted an option to purchase that Number of Shares of the Company's common stock at the Exercise Price for a period ending on the Expiration Date, all as shown on the cover page hereof. Qualified options are intended to carry the favorable income tax consequences for incentive stock options as defined by Section 422 of the Internal Revenue Code, and non-qualified portions, if any, shown on the cover page are recognized not to be eligible for such favorable tax treatment.

3. EXERCISE. Options may not be exercised for fewer than the Minimum Shares per transaction specified on the cover page, and options shall become exercisable only in accordance with the Vesting Schedule specified on the cover page. No vesting shall occur after the date of termination of employment with the Company. Options shall be exercised by written notice to the Company stating the number of shares to be purchased, signed by the person exercising the option, and accompanied by payment of the full purchase price of the shares in cash, in shares of the Company's common stock, by the surrender of option rights granted under the Plan, or by any combination of cash, stock, or options rights as provided in the Plan. Promptly after exercise, the Company shall issue a stock certificate representing that number of shares to which the option was exercised.

4. OPTIONEE'S AGREEMENT. In consideration of the granting of the option, the Optionee agrees to continue to serve as an employee of the Company for a period of not less than twelve (12) months from the Grant Date; provided, however, that nothing contained in this Agreement shall be interpreted so as to impose on the Company any obligation to retain the Optionee in its employ for any period.

5. NON-TRANSFERABILITY. This Agreement and the option it represents shall not be transferable by the Optionee other than by will or the laws of descent and distribution, and may be exercised during the lifetime of the Optionee only by the Optionee or his or her guardian or legal representative. Without limiting the generality of the foregoing, except as expressly provided above, this option shall not be transferred, assigned, pledged, or hypothecated in any way, shall not be assignable by operation of law, and shall not be subject to execution, levy, attachment, or similar process. Any attempted transfer, assignment, pledge, hypothecation, or other disposition of this option contrary to the terms hereof, and any execution, levy attachment or similar process upon the option, shall be null and void and without effect.

6. TERMINATION OF SERVICE AS EMPLOYEE. In the event the Optionee shall cease to be employed by the Company for any reason other than on account of his or her death or disability, this option shall terminate ninety (90) days after termination of employment in the case of retirement with the consent of the Company and as of the date of such cessation of employment in all other cases.

7. DEATH OR DISABILITY OF OPTIONEE. In the event of the Optionee's death or disability while in the employ of the Company, the Optionee, or the Optionee's personal representative or legatee, as the case may be, may exercise the vested portion (as of the date of termination of employment) of this option for a period of twelve (12) months after the death or the date of disability. For purposes of this Agreement, the date of disability shall be the date of the injury which caused the disability. In no event, however, shall this option be exercised after the Expiration Date.

8. ADJUSTMENTS. In the event of any change in the number of outstanding shares of the Company's common stock by reason of a stock dividend, stock split, recapitalization, merger, consolidation, split-up, combination, or exchange of shares, without the receipt of consideration by the Company, then the number of shares subject to this option, and the option price shall be appropriately adjusted as provided in the Plan.

____ INITIALS

9. HOSTILE TAKEOVER. In the event of a hostile change in control of the Company, the option provided for in this Agreement shall become immediately exercisable in full, provided the Optionee is employed by the Company at such time. As used herein, "hostile change of control" shall mean: (i) the acquisition or accumulation of twenty percent (20%) or more of the Company's outstanding shares of common stock by any person, entity, or group pursuant to a published offer to the Company's shareholders, or any merger or consolidation with any other corporation, where the transaction in question was not either initiated by the Company, or certified as "friendly" in a resolution by the Company's Board of Directors passed by the affirmative vote of at least eighty percent (80%) of all directors; or (ii) the election of a director or directors not endorsed by the Company's Board of Directors.

The grant of this option shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations, or changes of its capital or business structure or to merge or to consolidate or to dissolve, liquidate or sell, or transfer all or any part of its business or assets.

10. RIGHTS AS A SHAREHOLDER. Neither the Optionee nor a transferee of this option shall have any rights as a shareholder with respect to any shares covered hereby until the date he or she shall have become the holder of record of such shares. No adjustment shall be made for dividends, distributions, or other rights for which the record date is prior to the date on which he or she shall have become the holder of record thereof, except as provided in paragraph 8 above.

11. MODIFICATIONS, EXTENSION, AND RENEWAL. Subject to the terms and conditions and within the limitations of the Plan, the Committee may modify or renew this option, or accept its surrender and authorize the granting of a new option in substitution; provided, however, that no modification shall alter or impair any rights or obligations hereunder without the consent of the Optionee.

12. POSTPONEMENT OF DELIVERY OF SHARES AND REPRESENTATIONS. The Company, in its discretion, may postpone the issuance and/or delivery of shares upon any exercise of an option until completion of such stock exchange listing, or registration, or other qualification of such shares under any state and/or federal law, rule, or regulation as the Company may consider appropriate, and may require any person exercising an option to make such representations, including a representation that it is the Optionee's intention to acquire shares for investment and not with a view to distribution thereof, and furnish such information as it may consider appropriate in connection with the issuance or delivery of the shares in compliance with applicable laws, rules, and regulations. In such event no shares shall be issued to such holder unless and until the Company is satisfied with the accuracy of any such representations.

13. POST-EMPLOYMENT COMPETITION. In the event Optionee engages in any activity competitive to any business of the Company that is being actively conducted or planned at the time of termination of Optionee's employment with the Company, prior to the expiration of four (4) years after such termination of employment, either directly or indirectly, as a proprietor, partner, employee, officer, director, consultant, or holder of any equity interest in any competitive corporation or limited liability company (excluding less than five percent (5%) interest in any publicly traded entity), then Optionee shall forfeit all economic benefits derived by the Optionee with respect to all stock options granted to Optionee that were either outstanding and unexercised as of, or granted after a date that is four (4) years prior to the date the competitive activity commenced. Forfeiture of economic benefits shall mean the cancellation of all unexercised options and the payment to the Company of an amount equal to the difference between the exercise price and the market value on the date of exercise for all exercised options. The provisions of this Section 13 shall have no further force or effect in the event of a hostile change in control as specified in Section 9 above. By accepting this option grant, Optionee agrees that the provisions of this Section 13 shall apply to all options granted to Optionee prior to the date hereof under any option plan sponsored by the Company, including the Company's Employee Stock Purchase Plan.

____ INITIALS

GENTEX CORPORATION GRANT AGREEMENT

DATE: _____

Name: _____

Address: _____

Dear _____ :

Pursuant to the terms and conditions of the company's Second Restricted Stock Plan (the "Plan"), you have been granted a Restricted Stock Award for _____ shares (the "Option") of stock as outlined below.

Granted to: _____

SS # _____

Grant Date: _____

Options Granted: _____

Option Price Per Share: \$ _____

Vesting Schedule: Restricted Stock Vesting - 5 Yr.
On _____

By my signature below, I hereby acknowledge receipt of this Option granted on the date shown above, which has been issued to me under the terms and conditions of the Plan. I further acknowledge receipt of the copy of the Plan and agreed to conform to all of the terms and conditions of the Option and the Plan.

Please return one signed copy of this agreement to Victoria Morris.

Signature: _____ Date: _____

NOTE: If there are any discrepancies in the name or address shown above, please make the appropriate corrections on this form.

1. SECOND RESTRICTED STOCK PLAN. All of the defined terms contained in this Agreement shall have the same meaning as is set forth in the Gentex Corporation Second Restricted Stock Plan, and this Agreement is subject to the terms and provisions of that Plan, as amended from time to time. If any inconsistency exists between the provisions of this Agreement and the Plan, the Plan shall govern.

2. STOCK GRANT. Effective as of the Grant Date, the Grantee has been awarded a restricted stock grant for that number of Shares of the Company's common stock shown on the cover page hereof.

3. RESTRICTION. Between the date hereof and the release date shown on the cover page hereof, the Shares Awarded shall be subject to the restriction contained in the following legend, which legend shall be conspicuously placed on the face of the certificate issued to the Grantee representing the Shares:

The Shares represented by this certificate are subject to restrictions on transfer as provided in a Second Restricted Stock Plan adopted by Gentex Corporation and contained in a certain Restricted Stock Agreement between Gentex Corporation and the record holder of this certificate, and such Shares are subject to forfeiture and return to Gentex Corporation upon the happening of certain events specified in the Plan and the Agreement.

4. FORFEITURE. In the event the employment relationship between the Company and Grantee terminates during the Restriction Period due to the Grantee's retirement, death, or disability, the restrictions shall be deemed to have lapsed with respect to that portion of the Shares which is proportional to the amount of the Restriction Period which has expired, and if the employment relationship terminates for any other reason, the Committee administering the Plan shall determine the extent to which the restrictions shall have lapsed, if any. In the event of a dissolution or liquidation of the Company, or a merger or consolidation involving the Company where the Company is not the surviving corporation, the restrictions shall be deemed to have lapsed with respect to all Shares. The Grantee's rights with respect to those Shares which are not covered by lapsed restrictions provided above in this Section 4, shall be forfeited.

5. ADJUSTMENTS. In the event of any recapitalization of the Company, then the number of Shares shall be appropriately adjusted as provided in the Plan.

6. PROCEDURE ON FORFEITURE. In the event of any forfeiture under this Agreement, the certificate representing the forfeited Shares should be returned to the Company immediately on demand. In the event of a failure to comply with any such demand, the Plan authorizes the Company to bring suit to enforce the obligation to return forfeited Shares, and to recover any related costs and expenses, including attorneys' fees.

____ INITIALS

7. POST-EMPLOYMENT COMPETITION. In the event the Grantee engages in any activity competitive to any business of the Company that is being actively conducted or planned at the time of termination of Grantee's employment with the Company, prior to the expiration of four (4) years after such termination of employment, either directly or indirectly, as a proprietor, partner, employee, officer, director, consultant, or holder of any equity interest in any competitive corporation or limited liability company (excluding less than five percent (5%) interest in any publicly traded entity), then Grantee shall forfeit all economic benefits derived by the Grantee with respect to all restricted stock grants granted to the Grantee that were outstanding and not vested as of, or granted after a date, that is four (4) years prior to the date the competitive activity commenced. Forfeiture of economic benefits shall mean payment to the Company of an amount equal to the difference between the price paid by the Grantee for such shares, if any, and the market price for those shares as of the date the restrictions lapsed with respect to those shares. By accepting this restricted stock grant, the Grantee agrees that the provisions of this section shall apply to all restricted stock grants granted to the Grantee prior to the date hereof under any restricted stock plan sponsored by the Company.

8. Miscellaneous. This Agreement contains the entire agreement of the parties with respect to its subject matter, and there are no other terms and conditions except as expressly set forth in this Agreement and in the Plan. This Agreement may be amended or modified only by means of a written instrument signed by an authorized representative of the Company and the Grantee. Grantee's rights pursuant to this Agreement may not be assigned, in whole or in part, directly or indirectly, without the prior written consent of an authorized officer of the Company. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, and permitted assigns.

544925

____ INITIALS

GENTEX CORPORATION GRANT AGREEMENT

DATE: _____

Name: _____

Address: _____

Dear _____:

Pursuant to the terms and conditions of the company's 2002 Non-Employee Director Plan (the "Plan"), you have been granted a Non-Qualified Stock Option to purchase _____ shares (the "Option") of stock as outlined below.

Granted To: _____

SS # _____

Grant Date: _____

Option Price Per Share: \$ _____ Total Cost to Exercise: \$ _____

Expiration Date: _____

Vesting Schedule: Non-Employee Director Vesting

By my signature below, I hereby acknowledge receipt of this Option granted on the date shown above, which has been issued to me under the terms and conditions of the Plan. I further acknowledge receipt of the copy of the Plan and agreed to conform to all of the terms and conditions of the Option and the Plan.

Please return one signed copy of this agreement to Steve Dykman.

Signature: _____
(Name)

Date: _____

NOTE: If there are any discrepancies in the name or address shown above, please make the appropriate corrections on this form.

1. OPTION PLAN. All of the defined terms contained in this Agreement shall have the same meaning as is set forth in the Gentex Corporation 2002 Non-employee Director Stock Option Plan (the "Plan"), and this Option Agreement (the "Agreement") is subject to the terms and provisions of that Plan, as amended from time to time. If any inconsistency exists between the provisions of this Agreement and the Plan, the Plan shall govern.

2. OPTION GRANT. Effective as of the Grant Date, the Optionee has been granted an option to purchase that Number of Shares of the Company's common stock at the Exercise Price for a period ending on the Expiration Date, all as shown on the cover page hereof.

3. EXERCISE. Options may not be exercised for fewer than the Minimum Shares per transaction specified on the cover page, and options shall become exercisable only in accordance with the Vesting Schedule specified on the cover page. Options shall be exercised by written notice to the Company stating the number of shares to be purchased, signed by the person exercising the option, and accompanied by payment of the full purchase price of the shares in cash or in shares of the Company's common stock, or by any combination of cash and stock. Options may be exercised only during periods beginning on the second business day following the date on which the Company releases for publication its annual or quarterly financial reports, and ending on the twelfth business day following that date. Promptly after exercise, the Company shall issue a stock certificate representing that number of shares to which the option was exercised.

4. OPTIONEE'S AGREEMENT. In consideration of the granting of the option, the Optionee agrees to continue to serve as a director of the Company during the term for which he or she was elected.

5. TRANSFERS. This Agreement and the option it represents shall not be transferable by the Optionee other than by will or the laws of descent and distribution, and may be exercised during the lifetime of the Optionee only by the Optionee or his or her guardian or legal representative, except as hereinafter provided. Notwithstanding the previous sentence, this option may be transferred, in whole or in part, to the Optionee's spouse, and/or the Optionee's descendants and/or to a trust created primarily for the benefit of the Optionee, the Optionee's spouse and/or the Optionee's descendants ("Authorized Transfer"); provided, however, that no payment of anything of value shall be made to the Optionee in consideration of any such transfer, and no Authorized Transferee shall be entitled to make any further assignment or other transfer of the option. Any transferred option may be exercised during the Optionee's lifetime by the Authorized Transferee. Except as expressly provided above, this option shall not be transferred, assigned, pledged, or hypothecated in any way, shall not be assignable by operation of law, and shall not be subject to execution, levy, attachment, or similar process. Any attempted transfer, assignment, pledge, hypothecation, or other disposition of this option contrary to the terms hereof, and any execution, levy attachment or similar process upon the option, shall render this option null and void and without effect.

6. DEATH OF OPTIONEE. In the event of the Optionee's death, the Optionee, the Optionee's personal representative or legatee, or an Authorized Transferee, as the case may be, may exercise this option for a period of twelve (12) months after the date of death or disability, to the extent then exercisable. In no event, however, shall this option be exercised after the Expiration Date.

_____ INITIALS

7. ADJUSTMENTS. In the event of any change in the number of outstanding shares or the Company's common stock by reason of a stock dividend, stock split, recapitalization, merger, consolidation, split-up, combination, or exchange of shares, without the receipt of consideration by the Company, then the number of shares subject to this option, and the option price shall be appropriately adjusted as provided in the Plan.

8. RIGHTS AS A SHAREHOLDER. Neither the Optionee nor a transferee of this option shall have any rights as a shareholder with respect to any shares covered hereby until the date he or she shall have become the holder of record of such shares. No adjustment shall be made for dividends, distributions, or other rights for which the record date is prior to the date on which he or she shall have become the holder of record thereof, except as provided in paragraph 7 above.

9. TERMINATION. All or any portion of the option that is the subject to this Agreement, and all or any portion of any other option previously granted to the Optionee with respect to the Company's common stock, that remains unexercised at the time the Optionee's status as a director of the Company terminates for any reason other than death, shall automatically expire ninety (90) days after the date of such termination and be of no further force or effect.

___ INITIALS

EXHIBIT 31.1

CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER OF GENTEX CORPORATION

I, Fred T. Bauer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Gentex Corporation;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods, presented in this quarterly report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures [as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)] for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures, as of the period covered by this quarterly report based on such evaluation; and
 - c) disclosed in this quarterly report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and;
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting;

Date: November 2, 2004

/s/ Fred T. Bauer

Fred T. Bauer
Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION OF THE CHIEF FINANCIAL OFFICER OF GENTEX CORPORATION

I, Enoch C. Jen, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Gentex Corporation;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods, presented in this quarterly report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures [as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)] for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures, as of the period covered by this quarterly report based on such evaluation; and
 - c) disclosed in this quarterly report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and;
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting;

Date: November 2, 2004

/s/ Enoch C. Jen

Enoch C. Jen
Vice President, Finance

EXHIBIT 32

CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY

ACT OF 2002 (18-U.S.C. SECTION 1350)

Each, Fred T. Bauer, Chief Executive Officer of Gentex Corporation, and Enoch C. Jen, Chief Financial Officer of Gentex Corporation, certify, to the best of their knowledge and belief, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18-U.S.C. Section 1350), that:

- (1) The quarterly report on Form 10-Q for the quarterly period ended September 30, 2004, which this statement accompanies, fully complies with the requirements of Section 13 (a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in this quarterly report on Form 10-Q of the quarterly period ended September 30, 2004, fairly presents, in all material respects, the financial condition and results of operations of Gentex Corporation.

Dated: November 2, 2004

GENTEX CORPORATION

By /s/ Fred T. Bauer

Fred T. Bauer
Its Chief Executive Officer

By /s/ Enoch C. Jen

Enoch C. Jen
Its Vice President-Finance/Chief
Financial Officer

A signed original of this written statement has been provided to Gentex Corporation and will be retained by Gentex Corporation and furnished to the Securities and Exchange Commission or its staff upon request