

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 MARCH 31, 2001, 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 38-2030505  
(State or other jurisdiction of incorporation or organization) (I.R.S. Employer Identification No.)

600 N. CENTENNIAL, ZEELAND, MICHIGAN 49464  
(Address of principal executive offices) (Zip Code)

(616) 772-1800  
(Registrant's telephone number, including area code)

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(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  No  
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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 USERS:

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 April 18, 2001
Common Stock, \$0.06 Par Value	74,563,503

Exhibit Index located at page 10

## PART I. FINANCIAL INFORMATION

## ITEM 1. CONSOLIDATED FINANCIAL STATEMENTS

GENTEX CORPORATION AND SUBSIDIARIES  
 CONDENSED CONSOLIDATED BALANCE SHEETS  
 At March 31, 2001 and December 31, 2000

	ASSETS -----	March 31, 2001 -----	December 31, 2000 -----
<b>CURRENT ASSETS</b>			
Cash and cash equivalents		\$126,507,217	\$110,195,583
Short-term investments		37,096,759	28,246,967
Accounts receivable, net		37,681,379	35,614,669
Inventories		11,828,690	12,087,513
Prepaid expenses and other		5,930,579	4,411,118
		-----	-----
Total current assets		219,044,624	190,555,850
<b>PLANT AND EQUIPMENT - NET</b>		94,037,912	81,919,668
<b>OTHER ASSETS</b>			
Long-term investments		142,559,190	153,016,195
Patents and other assets, net		2,771,897	2,636,980
		-----	-----
Total other assets		145,331,087	155,653,175
		-----	-----
<b>Total assets</b>		<b>\$458,413,623</b> =====	<b>\$428,128,693</b> =====
<b>LIABILITIES AND SHAREHOLDERS' INVESTMENT</b> -----			
<b>CURRENT LIABILITIES</b>			
Accounts payable		\$ 12,773,051	\$ 9,328,155
Accrued liabilities		20,230,247	10,363,097
		-----	-----
Total current liabilities		33,003,298	19,691,252
<b>DEFERRED INCOME TAXES</b>		4,827,924	6,333,880
<b>SHAREHOLDERS' INVESTMENT</b>			
Common stock		4,473,810	4,457,465
Additional paid-in capital		96,075,539	92,132,617
Other shareholders' equity		320,033,052	305,513,479
		-----	-----
Total shareholders' investment		420,582,401	402,103,561
		-----	-----
<b>Total liabilities and shareholders' investment</b>		<b>\$458,413,623</b> =====	<b>\$428,128,693</b> =====

See accompanying notes to condensed consolidated financial statements.

GENTEX CORPORATION AND SUBSIDIARIES  
 CONDENSED CONSOLIDATED STATEMENTS OF INCOME  
 For the Three Months Ended March 31, 2001 and 2000

	2001	2000
	-----	-----
NET SALES	\$79,396,806	\$73,876,538
COST OF GOODS SOLD	47,671,157	41,369,621
	-----	-----
Gross profit	31,725,649	32,506,917
OPERATING EXPENSES:		
Research and development	4,900,810	3,873,935
Selling, general & administrative	4,924,088	4,139,139
	-----	-----
Total operating expenses	9,824,898	8,013,074
	-----	-----
Operating income	21,900,751	24,493,843
OTHER INCOME:		
Interest and dividend income	3,654,576	2,676,282
Other, net	4,633	278,909
	-----	-----
Total other income	3,659,209	2,955,191
	-----	-----
Income before provision for federal income taxes	25,559,960	27,449,034
PROVISION FOR FEDERAL INCOME TAXES	8,307,000	8,899,000
	-----	-----
NET INCOME	\$17,252,960	\$18,550,034
	=====	=====
Earnings Per Share:		
Basic	\$ 0.23	\$ 0.25
Diluted	\$ 0.23	\$ 0.25
Weighted Average Shares:		
Basic	74,375,407	73,521,804
Diluted	75,555,508	75,617,308

See accompanying notes to condensed consolidated financial statements.

GENTEX CORPORATION AND SUBSIDIARIES  
 CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS  
 For the Three Months Ended March 31, 2001 and 2000

	2001	2000
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net income	\$ 17,252,960	\$ 18,550,034
Adjustments to reconcile net income to net cash provided by operating activities-		
Depreciation and amortization	3,764,949	2,722,208
(Gain) loss on disposal of equipment	171,665	(3,142)
Deferred income taxes	(135,991)	(36,213)
Amortization of deferred compensation	218,686	183,090
Change in operating assets and liabilities:		
Accounts receivable, net	(2,066,710)	(9,326,628)
Inventories	258,823	(415,710)
Prepaid expenses and other	(1,537,453)	1,070,609
Accounts payable	3,444,896	1,635,873
Accrued liabilities	9,867,150	9,090,260
	31,238,975	23,470,381
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
(Increase) decrease in short-term investments	(8,849,792)	1,408,548
Plant and equipment additions	(17,248,034)	(8,069,857)
Proceeds from sale of plant and equipment	1,214,285	3,700
(Increase) decrease in long-term investments	6,594,225	(5,280,473)
(Increase) decrease in other assets	(134,793)	55,733
	(18,424,109)	(11,882,349)
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Issuance of common stock and tax benefit of stock plan transactions	3,496,768	5,958,373
	3,496,768	5,958,373
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	<b>16,311,634</b>	<b>17,546,405</b>
<b>CASH AND CASH EQUIVALENTS, beginning of period</b>	<b>110,195,583</b>	<b>69,227,972</b>
<b>CASH AND CASH EQUIVALENTS, end of period</b>	<b>\$ 126,507,217</b>	<b>\$ 86,774,377</b>

See accompanying notes to condensed consolidated financial statements.

## NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

- (1) The 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 condensed consolidated financial statements be read in conjunction with the financial statements and notes thereto included in the Registrant's 2000 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 March 31, 2001, and December 31, 2000, and the results of operations and cash flows for the interim periods presented.

In June 1998 and June 2000, the Financial Accounting Standards Board issued SFAS No. 133, Accounting for Derivative Instruments and Hedging Activities, and SFAS No. 138, Accounting for Certain Derivative Instruments and Certain Hedging Activities—an amendment of SFAS No. 133, respectively, which establish accounting and reporting standards for all derivative instruments and hedging activities. These statements require an entity to recognize all derivatives as either assets or liabilities in the balance sheet and measure those investments at fair value. Adoption of these pronouncements on January 1, 2001 had minimal effect on the Company's consolidated results of operations, financial position and financial disclosures.

- (3) Inventories consisted of the following at the respective balance sheet dates:

	March 31, 2001 -----	December 31, 2000 -----
Raw materials	\$ 7,116,666	\$ 7,362,544
Work-in-process	1,391,407	1,488,326
Finished goods	3,320,617	3,236,643
	-----	-----
	\$11,828,690	\$12,087,513
	=====	=====

- (4) 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 certain investments and foreign currency translation adjustments. Comprehensive income was as follows:

	March 31, 2001 -----	March 31, 2000 -----
Quarter Ended	\$14,763,386	\$19,599,821

- (5) The increase in common stock and additional paid-in capital during the quarter ended March 31, 2001, is attributable to the issuance of 266,421 shares of the Company's common stock under its stock-based compensation plans.

- (6) 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:

Revenue:	Quarter Ended March 31, -----	
	2001 ----	2000 ----
Automotive Products	\$74,119,197	\$68,761,212
Fire Protection Products	5,277,609	5,115,326
	-----	-----
Total	\$79,396,806	\$73,876,538

	=====	=====
Operating Income:		
Automotive Products	\$21,006,969	\$23,633,033
Fire Protection Products	893,782	860,810
	-----	-----
Total	\$21,900,751	\$24,493,843
	=====	=====

## GENTEX CORPORATION AND SUBSIDIARIES

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

## RESULTS OF OPERATIONS:

## FIRST QUARTER 2001 VERSUS FIRST QUARTER 2000

Net Sales. Net sales for the first quarter of 2001 increased by approximately \$5,520,000, or 7%, when compared with the first quarter last year. Net sales of the Company's automotive mirrors increased by 8% as automatic mirror unit shipments increased by 7% from approximately 1,733,000 in the first quarter of 2000 to 1,850,000 in the current quarter. This increase reflected increased penetration of interior and exterior electrochromic Night Vision Safety(TM) (NVS(R)) Mirrors on 2001 model year vehicles manufactured overseas. Shipments to customers in North America decreased by 9%, primarily due to reduced North American automotive production schedules. Mirror unit shipments to automotive customers outside North America increased by 37% compared with the first quarter in 2000, primarily due to increased interior and exterior mirror sub-assembly shipments to European and Japanese automakers. Net sales of the Company's fire protection products increased 3%, primarily due to higher sales of certain of the Company's smoke detectors and signaling products.

Cost of Goods Sold. As a percentage of net sales, cost of goods sold increased from 56% in the first quarter of 2000 to 60% in the first quarter of 2001. This increased percentage primarily reflected customer price reductions, changes in product mix, and the continued ramp-up of the Company's third automotive supply manufacturing facility.

Operating Expenses. Research and development expenses increased approximately \$1,027,000, and increased from 5% to 6% 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 \$785,000, but remained unchanged at 6% of net sales, when compared with the first quarter of 2000. This increased expense primarily reflected the expansion of the Company's overseas sales and engineering offices.

Other Income - Net. Other income increased by approximately \$704,000 when compared with the first quarter of 2000, primarily due to higher interest rates and investable fund balances, partially offset by lower realized gains on the sale of equity investments.

## FINANCIAL CONDITION:

Management considers the Company's working capital and long-term investments totaling approximately \$328,601,000 at March 31, 2001, 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 foreseeable future.

## 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. There were no significant changes in the market risks reported in the Company's 2000 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 foreign markets that could reduce demand for its products.

In addition to price reductions over the life of its long-term agreements, 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, the Company continues to experience some pressure for select raw material cost increases.

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

TRENDS AND DEVELOPMENTS - CONTINUED:

The Company currently supplies NVS(R) Mirrors to DaimlerChrysler AG and General Motors Corporation under long-term agreements. The long-term supply agreement with DaimlerChrysler AG runs through the 2003 Model Year, while the GM contract is through the 2004 Model Year for inside mirrors.

The Board of Directors of the Company approved an Amended and Restated Shareholder Protection Rights Plan that became effective March 29, 2001. This Plan amends and restates a plan adopted in 1991. The Plan Agreement is filed as Exhibit 4(b) to this filing.

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.

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 10.
- (b) No reports on Form 8-K were filed during the three months ended March 31, 2001.

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: 4/27/01  
-----  
/s/ Fred T. Bauer  
-----  
Fred T. Bauer  
Chairman and Chief  
Executive Officer

Date: 4/27/01  
-----  
/s/ Enoch C. Jen  
-----  
Enoch C. Jen  
Vice President - Finance,  
Principal Financial and  
Accounting Officer

## EXHIBIT INDEX

EXHIBIT NO.	DESCRIPTION	PAGE
3(a)(1)	Registrant's Articles of Incorporation were filed in 1981 as Exhibit 2(a) to a Registration Statement on Form S-18 (Registration No. 2-74226C), an Amendment to those Articles was filed as Exhibit 3 to Registrant's Report on Form 10-Q in August of 1985, an additional Amendment to those Articles was filed as Exhibit 3(a)(1) to Registrant's Report on Form 10-Q in August of 1987, an additional Amendment to those Articles was filed as Exhibit 3(a)(2) to Registrant's Report on Form 10-K dated March 10, 1992, an Amendment to Articles of Incorporation, adopted on May 9, 1996, was filed as Exhibit 3(a)(2) to Registrant's Report on Form 10-Q dated July 31, 1996, and an Amendment to Articles of Incorporation, adopted on May 21, 1998, was filed as Exhibit 3(a)(2) to Registrant's Report on Form 10-Q dated July 30, 1998, all of which are hereby incorporated herein be reference.	
3(b)(1)	Registrant's Bylaws as amended and restated August 18, 2000, were filed on Exhibit 3(b)(1) to Registrant's Report on Form 10-Q dated October 27, 2000, and the same is 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.	12
10(a)(1)	A Lease dated August 15, 1981, was filed as part of a Registration Statement (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 August 25, 1997) was filed as Exhibit 10(b)(1) to Registrant's Report on Form 10-Q, and the same is hereby incorporated herein by reference.	
*10(b)(2)	Gentex Corporation Second Restricted Stock Plan.	46

EXHIBIT NO.	DESCRIPTION	PAGE
*10(b)(3)	Gentex Corporation Non-Employee Director Stock Option Plan (as amended and restated, effective March 7, 1997), was filed as Exhibit 10(b)(4) to Registrant's Report on Form 10-K dated March 7, 1997, and the same is incorporated herein by reference.	
10(e)	The form of Indemnity Agreement between Registrant and each of the Registrant's directors was filed as a part of a Registration Statement on Form S-2 (Registration No. 33-30353) as Exhibit 10(k) and the same is hereby incorporated herein by reference.	

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\*Indicates a compensatory plan or arrangement.

AMENDED AND RESTATED  
SHAREHOLDER PROTECTION RIGHTS AGREEMENT

AMENDED AND RESTATED SHAREHOLDER PROTECTION RIGHTS AGREEMENT (this "Agreement"), dated effective August 26, 1991, and amended and restated effective March 29, 2001, between GENTEX CORPORATION, a Michigan corporation (the "Company"), and AMERICAN STOCK TRANSFER AND TRUST COMPANY, as Rights Agent ("Rights Agent"), which term shall include any successor Rights Agent hereunder;

WHEREAS, the Board of Directors of the Company (a) authorized and declared a dividend of one right ("Right") in respect of each share of Common Stock (as hereinafter defined) held of record as of the close of business on August 30, 1991 (the "Record Date") and (b) authorized the issuance of one Right in respect of each share of Common Stock issued after the Record Date and prior to the Separation Date (as hereinafter defined);

WHEREAS, each Right entitles the holder thereof after the Separation Date, to purchase securities of the Company (or, in certain cases, of certain other entities) pursuant to the terms and subject to the conditions set forth herein; and

WHEREAS, the Company and the Rights Agent previously entered into an agreement dated August 26, 1991, whereby the Company appointed the Rights Agent to act on behalf of the Company, and the Rights Agent was willing so to act, in connection with the issuance, transfer, exchange and replacement of Rights Certificates (as hereinafter defined), the exercise of Rights and other matters referred to therein; and

WHEREAS, the Company and the Rights Agent are authorized to supplement and amend such August 26, 1991 agreement between them pursuant to Section 5.4 of said agreement, and as such amend and restate said agreement to continue the Rights Agent acting on behalf of the Company in connection with the issuance, transfer, exchange, and replacement of Rights Certificates, the exercise of Rights and other matters referred to herein;

NOW THEREFORE, in consideration of the premises and the respective agreements set forth herein, the parties hereby agree as follows:

ARTICLE I - CERTAIN DEFINITIONS

1.1 Certain Definitions. For purposes of this Agreement, the following terms have the meanings indicated:

"Acquiring Person" shall mean any Person who or which, together with all Affiliates and Associates, is a Beneficial Owner of 15% or more of the outstanding shares of Common Stock; provided, however, that the term "Acquiring Person" shall not include (i) the Company, (ii) any Subsidiary of the Company, (iii) any Person who shall become the Beneficial Owner of 15% or more of the outstanding shares of Common Stock solely as a result of an acquisition by the Company of shares of Common Stock, until such time thereafter as such Person shall become the Beneficial Owner (other than by means of a stock dividend or stock split) of any additional

shares of Common Stock, and (iv) any such Person who has reported or is required to report such ownership (but less than 20%) on Schedule 13G under the Exchange Act (or any comparable or successor report) or on Schedule 13D under the Exchange Act (or any comparable or successor report) which Schedule 13D does not state any intention to or reserve the right to control or influence the management or policies of the Company or engage in any of the actions specified in Item 4 of such Schedule (other than the disposition of the Common Stock) and, within 10 Business Days of being requested by the Company to advise it regarding the same, certifies to the Company that such Person acquired shares of Common Stock representing in excess of 14.9% of the outstanding Common Stock inadvertently or without knowledge of the terms of the Rights and who, together with all Affiliates and Associates, thereafter does not acquire additional shares of Common Stock while the Beneficial Owner of 15% or more of the shares of Common Stock then outstanding, provided, however, that if the Person described in this clause (iv) is required to so certify and fails to do so within 10 Business Days, then such Person shall become an Acquiring Person immediately after such 10 Business Day period. Notwithstanding the foregoing, if the Board of Directors of the Company determines in good faith that a Person who would otherwise be an "Acquiring Person," as defined pursuant to the foregoing provisions of this Agreement, has become such inadvertently, and such Person divests as promptly as practicable a sufficient number of shares of Common Stock so that such Person would no longer be an "Acquiring Person," as defined pursuant to the foregoing provisions of this Agreement, then such Person shall not be deemed an "Acquiring Person" for any purposes of this Agreement. The determination of whether such a Person has become an Acquiring Person in an inadvertent manner, and the determination of whether the divestment of sufficient shares shall have been made as promptly as practicable after becoming an inadvertent Acquiring Person, shall be made by a majority vote of the Board of Directors of the Company.

"Affiliate" and "Associate" shall have the respective meanings ascribed to such terms in Rule 12b-2 under the Securities Exchange Act of 1934, as such Rule is in effect on the date of this Agreement.

A Person shall be deemed the "Beneficial Owner," and to have "Beneficial Ownership," of, and to "Beneficially Own," any securities as to which such Person or any of such Person's Affiliates or Associates is or may be deemed to be the beneficial owner pursuant to Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, as such Rules are in effect on the date of this Agreement, as well as any securities as to which such Person or any of such Person's Affiliates or Associates has the right to become Beneficial Owner (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, rights (other than the Rights), warrants or options, or otherwise; provided, however, that a Person shall not be deemed the "Beneficial Owner," or to have "Beneficial Ownership," of, or to "Beneficially Own," any security (i) solely because such security has been tendered pursuant to a tender or exchange offer made by such Person or any of such Person's Affiliates or Associates until such tendered security is accepted for payment or exchange, (ii) solely because such Person or any of such Person's Affiliates or Associates has or shares the power to vote or direct the voting of such security pursuant to a revocable proxy given in response to a public proxy or consent solicitation made pursuant to, and in accordance with, the applicable rules and regulations under the Securities Exchange Act of 1934, except if such power (or the arrangements relating thereto) is then reportable under Item 6 of Schedule 13D under the Securities Exchange Act of 1934 (or any similar provision of a comparable or successor report), (iii) solely because of the grant by the

Company to such Person, in connection with the execution of an agreement to acquire the Company, of options to acquire such security, or (iv) held for or pursuant to the terms of any employee stock ownership or other employee benefit plan of the Company or a majority-owned Subsidiary of the Company. For purposes of this Agreement, in determining the percentage of the outstanding shares of Common Stock with respect to which a Person is the Beneficial Owner, all shares as to which such Person is deemed the Beneficial Owner shall be deemed outstanding.

"Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in New York, New York, or Zeeland, Michigan, are generally authorized or obligated by law or executive order to close.

"Close of Business" on any given date shall mean the time on such date (or, if such date is not a Business Day, the time on the next succeeding Business Day) at which the offices of the transfer agent for the Common Stock (or, after the Separation Date, the offices of the Rights Agent) are closed to the public.

"Common Stock" shall mean the shares of Common Stock, \$.06 par value, of the Company.

"Exercise Price" shall mean, as of any date, the price at which a holder may purchase the securities issuable upon exercise of one whole Right. Until adjustment thereof in accordance with the terms hereof, the Exercise Price shall equal \$110.00.

"Expiration Date" shall mean the earlier of (i) the Redemption Time or (ii) the close of business on March 29, 2011.

"Flip-in Date" shall mean any Stock Acquisition Date which is not the result of a Flip-over Transaction or Event or such later date (not beyond the thirtieth day after such Stock Acquisition Date) as the Board of Directors of the Company may from time to time fix by resolution adopted prior to the Flip-in Date.

"Flip-over Stock" of any Person shall mean the capital stock (or similar equity interest) with the greatest voting power in respect of the election of directors (or other Persons similarly responsible for the direction of the business and affairs) of such Person or, if such Person is a Subsidiary of another Person, the Person or Persons which ultimately controls such first-mentioned Person.

"Flip-over Transaction or Event" shall mean a transaction or series of transactions after the time when an Acquiring Person has become such in which, directly or indirectly, (i) the Company shall consolidate with or merge with or into the Acquiring Person or any other Person acting together in any respect with the Acquiring Person, or the Acquiring Person or any other Person acting together in any respect with the Acquiring Person shall merge with or into the Company, (ii) the Company shall sell or otherwise transfer (or one or more of its Subsidiaries shall sell or otherwise transfer) assets (A) aggregating more than 50% of the assets (measured by either book value or fair market value) or (B) generating more than 50% of the operating income or cash flow, of the Company and its Subsidiaries (taken as a whole) to the Acquiring Person or any other Person acting together in any respect with the Acquiring Person (provided that for purposes of clauses (i) and (ii), but without limitation, a Person shall be deemed to be acting

together in any respect with an Acquiring Person if such Person enters into any transaction of the type described in clause (i) or (ii) within one year after the time the Acquiring Person has become such, unless (x) such transaction was initiated by the Company and (y) the Acquiring Person or any Person acting together in any respect with the Acquiring Person has not acquired control of the Board of Directors of the Company), (iii) any Acquiring Person shall (A) sell, purchase, lease, exchange, mortgage, pledge, transfer or otherwise acquire or dispose of, to, from, or with, as the case may be, the Company or any of its Subsidiaries, over any period of 12 consecutive calendar months, assets or liabilities (x) having an aggregate fair market value of more than \$50,000,000, or (y) on terms and conditions less favorable to the Company than the Company would be able to obtain through arms-length negotiations with an unaffiliated third party, (B) receive any compensation for services from the Company or any of its Subsidiaries, other than compensation for full-time employment as a regular employee at rates in accordance with the Company's (or its Subsidiaries') past practices, or (C) receive the benefit, directly or indirectly (except proportionately as a shareholder), over any period of 12 consecutive calendar months, of any loans, advances, guarantees, pledges, insurance, reinsurance or other financial assistance or any tax credits or other tax advantage provided by the Company or any of its Subsidiaries involving an aggregate principal amount in excess of \$50,000,000, or an aggregate cost or transfer of benefits from the Company or any of its Subsidiaries in excess of \$50,000,000 or, in any case, on terms and conditions less favorable to the Company than the Company would be able to obtain through arms-length negotiations with a third party, or (iv) as a result of any reclassification of securities (including any reverse stock split), or recapitalization, of the Company, or any merger or consolidation of the Company with any of its Subsidiaries or any other transaction or series of transactions (whether or not with or into or otherwise involving an Acquiring Person), the proportionate share of the outstanding shares of any class of equity or convertible securities of the Company or any of its Subsidiaries which is directly or indirectly owned by any Acquiring Person is increased by more than 1%. For purposes of the foregoing description, the term "Acquiring Person" shall include any Acquiring Person and its Affiliates and Associates (other than the Company, a wholly owned Subsidiary of the Company or an employee stock ownership or other employee benefit plan of the Company or a wholly owned Subsidiary of the Company), counted together as a single Person.

"Junior Preferred Stock" shall mean the series of Junior Participating Preferred Stock, without par value, of the Company created by a Certificate of Adoption of Resolution establishing a series of shares of preferred stock of the Company in substantially the form set forth in Exhibit B hereto appropriately completed.

"Market Price" per share of any security on any date (the "Determination Date") shall mean the arithmetic average of the daily closing prices per share of such security (determined as described below) on each of the 20 consecutive Trading Days through and including the Trading Day immediately preceding the Determination Date; provided, however, that if an event of a type analogous to any of the events described in Section 2.4 hereof shall have caused the closing price on one or more Trading Days during such period of 20 Trading Days not to be fully comparable with the closing price on the Determination Date, each such closing price so used shall be appropriately adjusted in order to make it fully comparable with the closing price on the Determination Date. The closing price per share of any security on any date shall be the last reported sale price, regular way, or, in case no such sale takes place or is reported on such date, the average of the closing bid and asked prices, regular way, for such security, in either case as reported in the principal consolidated transaction reporting system with respect to securities



listed or admitted to trading on the New York Stock Exchange, Inc. or, if such security is not listed or admitted to trading on the New York Stock Exchange, Inc., as reported in the principal consolidated transaction reporting system with respect to securities listed on the principal national securities exchange on which such security is listed or admitted to trading or, if such security is not listed or admitted to trading on any national securities exchange, as reported by the National Association of Securities Dealers, Inc. Automated Quotation System ("NASDAQ") or such other self-regulatory organization or registered securities information processor (as such terms are used under the Securities Exchange Act of 1934) as then reports trading information concerning such security, or, if on any such date such security is not listed or admitted to trading on any national securities exchange or quoted by any such organization, the average of the closing bid and asked prices as furnished by any registered securities dealer that is a market maker (as such term is used under the Securities Exchange Act of 1934) in such security and which is selected by the Board of Directors of the Company; provided, however, that if on any such date such security is not listed or admitted to trading on a national securities exchange or traded in the over-the-counter market, the closing price of such security on such date shall mean the fair value of such security on such date as determined in good faith by the Board of Directors of the Company, after consultation with a nationally recognized investment banking firm, and set forth in a certificate delivered to the Rights Agent.

"Person" shall mean any individual, firm, partnership, association, group (as such term is used in Rule 13d-5 under the Securities Exchange Act of 1934, as such Rule is in effect on the date of this Agreement), corporation, or other entity.

"Record Date" shall mean August 30, 1991.

"Redemption Price" shall mean an amount equal to \$0.005.

"Redemption Time" shall mean the time at which the right to exercise the Rights shall terminate pursuant to Section 5.1 hereof.

"Separation Date" shall mean the close of business on the earlier of (i) the later of (A) the tenth day after the date on which any Person (other than the Company, a majority-owned Subsidiary of the Company or an employee stock ownership or other employee benefit plan of the Company or of a majority-owned Subsidiary of the Company) commences a tender or exchange offer which, if consummated, would result in such Person's becoming an Acquiring Person, or (B) such later date as the Board of Directors of the Company may from time to time fix by resolution adopted prior to the Separation Date, or (ii) the Flip-in Date; provided that, if the foregoing results in the Separation Date being prior to the Record Date, the Separation Date shall be the Record Date and provided further that, if any tender or exchange offer referred to in clause (i) of this definition is cancelled, terminated or otherwise withdrawn prior to the Separation Date, such offer shall be deemed, for purposes of this definition, never to have been made. Notwithstanding the foregoing, any tender or exchange offer referred to in clause (i) of this definition that has been approved by the Board of Directors of the Company prior to such offer being made to the Company's shareholders, shall not cause the occurrence of a Separation Date.

"Stock Acquisition Date" shall mean the first date of public announcement by the Company (by any means) or by an Acquiring Person (by means of filing a Schedule 13D under

the Securities Act of 1934 [or any comparable or successor report or schedule] or an amendment thereto) that an Acquiring Person has become such.

"Subsidiary" of any specified Person shall mean any corporation or other entity of which a majority of the voting power of the equity securities ordinarily having voting power in respect of the election of directors (or other Persons similarly responsible for the direction of the business and affairs) of such corporation or other entity, or a majority of the equity interest is Beneficially Owned, directly or indirectly, by such Person.

"Trading Day," when used with respect to any security, shall mean a day on which the New York Stock Exchange, Inc. is open for the transaction of business or, if such security is not listed or admitted to trading on the New York Stock Exchange, Inc., a day on which the principal national securities exchange on which such security is listed or admitted to trading is open for the transaction of business or, if such security is not listed or admitted to trading on any national securities exchange, a Business Day.

## ARTICLE II - THE RIGHTS

2.1 Continuation of Rights Agent. The Company hereby approves the Rights Agent continuing to act as agent for the Company and the Rights Agent hereby agrees to continue as an agent for the Company and the holders of Rights.

2.2 Legend on Common Stock Certificates. Certificates for the Common Stock issued after the Record Date but prior to the Separation Date shall evidence one Right for each share of Common Stock represented thereby and shall have impressed on, printed on, written on or otherwise affixed to them the following legend (or any other legend as shall be approved from time to time by the Board of Directors of the Company):

Until the Separation Date (as defined in the Rights Agreement referred to below), this certificate also evidences and entitles the holder hereof to certain Rights as set forth in a Rights Agreement, dated as of August 26, 1991, as amended and restated effective March 29, 2001 (as such may be amended from time to time, the "Rights Agreement"), between Gentex Corporation (the "Company") and American Stock Transfer & Trust Company, as Rights Agent, the terms of which are hereby incorporated herein by reference and a copy of which is on file at the principal executive offices of the Company. Under certain circumstances, as set forth in the Rights Agreement, such Rights may be redeemed, may be exchanged for shares of Common Stock or other securities or assets of the Company, may expire, may become void (if they are "Beneficially Owned" by an "Acquiring Person" or an Affiliate or Associate thereof, as such terms are defined in the Rights Agreement, or by any transferee of any of the foregoing) or may be evidenced by separate certificates and may no longer be evidenced by this certificate. The Company will mail or arrange for the mailing of a copy of the Rights Agreement to the holder of this certificate without charge within five days after the receipt of a written request therefor.

Certificates representing shares of Common Stock that are issued and outstanding at the Record Date shall evidence one Right for each share of Common Stock evidenced thereby

notwithstanding the absence of the foregoing legend, and notwithstanding other legends than the above legend.

### 2.3 Exercise of Rights; Separation of Rights.

(a) Subject to adjustment as herein set forth, each Right will entitle the holder thereof, after the Separation Date, to purchase, for the Exercise Price, one one-hundredth of a share of Junior Preferred Stock.

(b) Until the Separation Date, (i) no Right may be exercised and (ii) each Right will be evidenced by the certificate for the associated share of Common Stock and will be transferable only together with, and will be transferred by a transfer of, such associated share. Notwithstanding any other provision of this Agreement, any Rights held by the Company or any of its Subsidiaries other than in a fiduciary capacity shall not be exercisable. Nothing in the preceding sentence shall be construed as limiting the right of the Company and its Subsidiaries to acquire or transfer Rights.

(c) Subject to the terms and conditions herein set forth, after the Separation Date and prior to the Expiration Date, the Rights (i) may be exercised and (ii) may be transferred independently of the shares of Common Stock in respect of which they were originally issued. Promptly following the Separation Date, the Rights Agent will mail to each holder of record of Common Stock as of the Separation Date, at such holder's address as shown by the records of the Company (the Company hereby agreeing to furnish copies of such records to the Rights Agent for this purpose), (x) a certificate (a "Rights Certificate") in substantially the form of Exhibit A hereto appropriately completed, representing the number of Rights held by such holder at the Separation Date and having such marks of identification or designation and such legends, summaries or endorsements printed thereon as the Company may deem appropriate and as are not inconsistent with the provisions of this Agreement, or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any national securities exchange or other self-regulatory organization (as such terms are used under the Securities Exchange Act of 1934) on which the Rights may from time to time be listed or through which the Rights may from time to time be traded, or to conform to usage, and (y) a disclosure statement describing the Rights.

(d) Subject to Sections 2.3(b) and 5.10, Rights may be exercised on any Business Day after the Separation Date and prior to the Expiration Date by submitting to the Rights Agent the Rights Certificate evidencing such Rights with an Election to Exercise (an "Election to Exercise") substantially in the form attached to the Rights Certificate duly completed, accompanied by payment in cash, or by certified or official bank check or money order payable to the order of the Company, of a sum equal to the Exercise Price multiplied by the number of Rights being exercised together with a sum sufficient to cover any transfer tax or charge which may be payable in respect of any transfer involved in the transfer or delivery of Rights Certificates or the issuance or delivery of certificates for shares or depositary receipts (or both) in a name other than that of the holder of the Rights being exercised.

(e) Upon receipt of a Rights Certificate, with an Election to Exercise accompanied by payment as set forth in Section 2.3(d) above, and subject to the conditions set forth in this Agreement, the Rights Agent will thereupon promptly (i) (A) requisition from a transfer agent for the stock or other securities purchasable upon exercise of the Rights certificates evidencing such number of shares or other securities to be purchased (the Company hereby irrevocably authorizing its transfer agents to comply with all such requisitions) and (B) if the Company elects pursuant to Section 5.5 hereof not to issue certificates representing fractional shares, requisition from the depository selected by the Company depository receipts representing the fractional shares to be purchased or requisition from the Company the amount of cash to be paid in lieu of fractional shares in accordance with Section 5.5 hereof and (ii) after receipt of such certificates, depository receipts and/or cash, deliver the same to or upon the order of the registered holder of such Rights Certificate, registered (in the case of certificates or depository receipts) in such name or names as may be designated by such holder.

(f) In case the holder of any Rights shall exercise less than all the Rights evidenced by such holder's Rights Certificate, a new Rights Certificate evidencing the Rights remaining unexercised will be issued by the Rights Agent to such holder or to such holder's duly authorized assigns.

(g) The Company covenants and agrees that it will (i) cause to be kept available until the Expiration Date out of its authorized and unissued shares of capital stock a number of shares of preferred stock that will be sufficient to permit the creation and establishment of the Junior Preferred Stock and the exercise in full of all outstanding Rights; (ii) immediately upon the occurrence of the Separation Date, file with the Michigan Department of Consumer & Industry Services a Certificate of Adoption of Resolution establishing a series of shares in substantially the form set forth in Exhibit B hereto and take all such further action as may be necessary to create and establish the Junior Preferred Stock; (iii) take all such action as may be necessary to ensure that all shares delivered upon exercise of Rights shall, at the time of delivery thereof (subject to payment of the Exercise Price), be duly and validly authorized, executed, issued and delivered and fully paid and nonassessable; (iv) take all such action as may be necessary to ensure that all securities other than shares delivered upon exercise of Rights shall, at the time of delivery thereof (subject to payment of the Exercise Price), be duly and validly authorized, executed, issued and delivered and valid and binding obligations of the issuer thereof; (v) take all such action as may be necessary to comply with any applicable requirements of the Securities Act of 1933 or the Securities Exchange Act of 1934, and the rules and regulations thereunder, and any other applicable law, rule or regulation, in connection with the issuance of any shares upon exercise of Rights; (vi) use its best efforts to cause all shares and other securities issued upon exercise of Rights to be listed on a national securities exchange or traded in the over-the-counter market, as reported by NASDAQ or another self-regulatory organization or registered securities information processor (as such terms are used under the Securities Exchange Act of 1934), upon issuance; and (vii) pay when due and payable any and all federal and state transfer taxes and charges which may be payable in respect of the original issuance or delivery of the Rights Certificates or of any shares issued upon the exercise of Rights, provided that the Company shall not be required to pay any transfer tax or charge which may be payable in respect of any transfer involved in the transfer or delivery of Rights

Certificates or the issuance or delivery of certificates for shares in a name other than that of the holder of the Rights being transferred or exercised.

#### 2.4 Adjustments to Exercise Price; Number of Rights.

(a) In the event the Company shall at any time after the Record Date and prior to the Separation Date (i) declare or pay a dividend on Common Stock payable in Common Stock, (ii) subdivide the outstanding Common Stock or (iii) combine the outstanding Common Stock into a smaller number of shares of Common Stock, (x) the Exercise Price in effect after such adjustment will be equal to the Exercise Price in effect immediately prior to such adjustment divided by the number of shares of Common Stock (the "Expansion Factor") that a holder of one share of Common Stock immediately prior to such dividend, subdivision or combination would hold thereafter as a result thereof and (y) each Right held prior to such adjustment will become that number of Rights equal to the Expansion Factor, and the adjusted number of Rights will be deemed to be distributed among the shares of Common Stock with respect to which the original Rights were associated (if they remain outstanding) and the shares issued in respect of such dividend, subdivision or combination, so that each such share of Common Stock will have exactly one Right associated with it. Each adjustment made pursuant to this paragraph shall be made as of the payment or effective date for the applicable dividend, subdivision or combination.

In the event the Company shall at any time after the Record Date and prior to the Separation Date issue any shares of Common Stock otherwise than in a transaction referred to in the preceding paragraph, each such share of Common Stock so issued shall automatically have one new Right associated with it, which Right shall be evidenced by the certificate representing such share.

(b) In the event the Company shall at any time after the Record Date and prior to the Separation Date issue or distribute any securities or assets in respect of, in lieu of or in exchange for Common Stock (other than pursuant to a regular periodic cash dividend or a dividend paid solely in Common Stock) whether by dividend, in a reclassification or recapitalization (including any such transaction involving a merger, consolidation or binding share exchange), or otherwise, the Company shall make such adjustments, if any, in the Exercise Price, number of Rights and/or securities or other property purchasable upon exercise of Rights as the Board of Directors of the Company, in its sole discretion, may deem to be appropriate under the circumstances in order to adequately protect the interests of the holders of Rights generally, and the Company and the Rights Agent shall amend this Agreement as necessary to provide for such adjustments.

(c) Each adjustment to the Exercise Price made pursuant to this Section 2.4 shall be calculated to the nearest cent. Whenever an adjustment to the Exercise Price is made pursuant to this Section 2.4, the Company shall (i) promptly prepare a certificate setting forth such adjustment and a brief statement of the facts accounting for such adjustment, (ii) promptly file with the Rights Agent and with each transfer agent for the Common Stock a copy of such certificate and (iii) mail a brief summary thereof to each holder of Rights.

(d) Irrespective of any adjustment or change in the securities purchasable upon exercise of the Rights, the Rights Certificates theretofore and thereafter issued may continue to express the securities so purchasable which were expressed in the initial Rights Certificates issued hereunder.

2.5 Date on Which Exercise is Effective. Each person in whose name any certificate for shares is issued upon the exercise of Rights shall for all purposes be deemed to have become the holder of record of the shares represented thereby on, and such certificate shall be dated, the date upon which the Rights Certificate evidencing such Rights was duly surrendered and payment of the Exercise Price for such Rights (and any applicable taxes and other governmental charges payable by the exercising holder hereunder) was made; provided, however, that if the date of such surrender and payment is a date upon which the stock transfer books of the Company are closed, such person shall be deemed to have become the record holder of such shares on, and such certificate shall be dated, the next succeeding Business Day on which the stock transfer books of the Company are open.

2.6 Execution, Authentication, Delivery and Dating of Rights Certificates.

(a) The Rights Certificates shall be executed on behalf of the Company by its Chairman of the Board, Chief Executive Officer, President, or one of its Vice Presidents, and by its Secretary or Treasurer. The signature of any of these officers on the Rights Certificates may be manual or facsimile.

Rights Certificates bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the countersignature and delivery of such Rights Certificates.

Promptly after the Company learns of the Separation Date, the Company will notify the Rights Agent of such Separation Date and will deliver Rights Certificates executed by the Company to the Rights Agent for countersignature, and the Rights Agent shall manually countersign and deliver such Rights Certificates to the holders of the Rights pursuant to Section 2.3(c) hereof. No Rights Certificate shall be valid for any purpose until manually countersigned by the Rights Agent.

(b) Each Rights Certificate shall be dated the date of countersignature thereof.

2.7 Registration, Registration of Transfer and Exchange.

(a) After the Separation Date, the Company will cause to be kept a register (the "Rights Register") in which, subject to such reasonable regulations as it may prescribe, the Company will provide for the registration and transfer of Rights. The Rights Agent is hereby appointed "Rights Registrar" for the purpose of maintaining the Rights Register for the Company and registering Rights and transfers of Rights after the Separation Date as herein provided. In the event that the Rights Agent shall cease to be the Rights Registrar, the Rights Agent will have the right to examine the Rights Register at all reasonable times after the Separation Date.

After the Separation Date and prior to the Expiration Date, upon surrender for registration of transfer or exchange of any Rights Certificate, and subject to the provisions of Section 2.7(c) below, the Company will execute, and the Rights Agent will countersign and deliver, in the name of the holder or the designated transferee or transferees, as required pursuant to the holder's instructions, one or more new Rights Certificates evidencing the same aggregate number of Rights as did the Rights Certificate so surrendered.

(b) Except as otherwise provided in Section 3.1(b) hereof, all Rights issued upon any registration, transfer, or exchange of Rights Certificates shall be the valid obligations of the Company, and such Rights shall be entitled to the same benefits under this Agreement as the Rights surrendered upon such registration of transfer or exchange.

(c) Every Rights Certificate surrendered for registration of transfer or exchange shall be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Company or the Rights Agent, as the case may be, duly executed by the holder thereof or such holder's attorney duly authorized in writing. As a condition to the issuance of any new Rights Certificate under this Section 2.7, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

(d) The Company shall not be required to register the transfer or exchange of any Rights after the Rights have been redeemed under Section 5.1 hereof or become void pursuant to Section 3.1(b) hereof.

#### 2.8 Mutilated, Destroyed, Lost and Stolen Rights Certificates.

(a) If any mutilated Rights Certificate is surrendered to the Rights Agent prior to the Expiration Date, the Company shall execute and the Rights Agent shall countersign and deliver in exchange therefor a new Rights Certificate evidencing the same number of Rights as did the Rights Certificate so surrendered.

(b) If there shall be delivered to the Company and the Rights Agent prior to the Expiration Date (i) evidence to their satisfaction of the destruction, loss or theft of any Rights Certificate and (ii) such security or indemnity as may be required by them to save each of them and any of their agents harmless, then, in the absence of notice to the Company or the Rights Agent that such Rights Certificate has been acquired by a bona fide purchaser, the Company shall execute and upon its request the Rights Agent shall countersign and deliver, in lieu of any such destroyed, lost or stolen Rights Certificate, a new Rights Certificate evidencing the same number of Rights as did the Rights Certificate so destroyed, lost or stolen.

(c) As a condition to the issuance of any new Rights Certificate under this Section 2.8, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Rights Agent) connected therewith.

(d) Every new Rights Certificate issued pursuant to this Section 2.8 in lieu of any destroyed, lost or stolen Rights Certificate shall evidence an original additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Rights Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Agreement equally and proportionately with any and all other Rights duly issued hereunder.

2.9 Persons Deemed Owners. Prior to due presentment of a Rights Certificate (or, prior to the Separation Date, the associated Common Stock certificate) for registration of transfer, the Company, the Rights Agent and any agent of the Company or the Rights Agent may deem and treat the person in whose name such Rights Certificate (or, prior to the Separation Date, such Common Stock certificate) is registered as the absolute owner thereof and of the Rights evidenced thereby for all purposes whatsoever, and neither the Company nor the Rights Agent shall be affected by any notice to the contrary. As used in this Agreement, unless the context otherwise requires, the term "holder" of any Rights shall mean the registered holder of such Rights (or, prior to the Separation Date, the associated shares of Common Stock).

2.10 Delivery and Cancellation of Certificates. All Rights Certificates surrendered upon exercise or for redemption, registration of transfer or exchange shall, if surrendered to any person other than the Rights Agent, be delivered to the Rights Agent and, in any case, shall be promptly cancelled by the Rights Agent. The Company may at any time deliver to the Rights Agent for cancellation any Rights Certificates previously countersigned and delivered hereunder which the Company may have acquired in any manner whatsoever, and all Rights Certificates so delivered shall be promptly cancelled by the Rights Agent. No Rights Certificates shall be countersigned in lieu of or in exchange for any Rights Certificates cancelled as provided in this Section 2.10, except as expressly permitted by this Agreement. The Rights Agent shall return all cancelled Rights Certificates to the Company.

2.11 Agreement of Rights Holders. Every holder of Rights by accepting the same consents and agrees with the Company and the Rights Agent and with every other holder of Rights that:

(a) prior to the Separation Date, each Right will be transferable only together with, and will be transferred by a transfer of, the associated share of Common Stock;

(b) after the Separation Date, the Rights Certificates will be transferable only on the Rights Register as provided herein;

(c) prior to due presentment of a Rights Certificate (or, prior to the Separation Date, the associated Common Stock certificate) for registration of transfer, the Company, the Rights Agent and any agent of the Company or the Rights Agent may deem and treat the person in whose name the Rights Certificate (or, prior to the Separation Date, the associated Common Stock certificate) is registered as the absolute owner thereof and of the Rights evidenced thereby for all purposes whatsoever, and neither the Company nor the Rights Agent shall be affected by any notice to the contrary;

(d) Rights beneficially owned by certain Persons will, under the circumstances set forth in Section 3.1(b), become void; and



(e) this Agreement may be supplemented or amended from time to time pursuant to Section 2.4(b) or 5.4 hereof.

ARTICLE III - ADJUSTMENTS TO THE RIGHTS IN THE EVENT  
OF CERTAIN TRANSACTIONS

3.1 Flip-in.

(a) In the event that prior to the Expiration Date a Flip-in Date shall occur, then, if applicable law permits Rights owned by certain Persons referred to in Section 3.1(b) hereof to become void pursuant to the provisions thereof, the Company shall take such action as shall be necessary to ensure and provide that, except as provided below, each Right shall constitute the right to purchase from the Company, upon exercise thereof in accordance with the terms hereof (but subject to Section 5.10 hereof), that number of shares of Common Stock having an aggregate Market Price on the Stock Acquisition Date equal to twice the Exercise Price for an amount in cash equal to the Exercise Price (such right to be appropriately adjusted in order to protect the interests of the holders of Rights generally in the event that on or after such Stock Acquisition Date an event of a type analogous to any of the events described in Section 2.4(a) or (b) shall have occurred with respect to the Common Stock).

(b) Notwithstanding the foregoing, to the extent permitted by applicable law, any Rights that are or were Beneficially Owned on or after the Stock Acquisition Date by an Acquiring Person or an Affiliate or Associate thereof or by any transferee, direct or indirect, of any of the foregoing shall become void and any holder of such Rights (including transferees) shall thereafter have no right to exercise or transfer such Rights. If any Rights Certificate is presented for assignment or exercise and the Person presenting the same does not complete the certification set forth at the end of the form of assignment or notice of election to exercise and provide such additional evidence of the identity of the Beneficial Owner and its Affiliates and Associates (or former Beneficial Owners and their Affiliates and Associates) as the Company shall reasonably request, then the Company shall be entitled to conclusively deem the Beneficial Owner thereof to be an Acquiring Person or an Affiliate or Associate thereof or a transferee of any of the foregoing and accordingly will, to the extent permitted by applicable law, deem the Rights evidenced thereby to be void and not transferable or exercisable.

(c) The Board of Directors of the Company may, at its option, at any time after a Flip-in Date and prior to the time that an Acquiring Person becomes the Beneficial Owner of more than 50% of the outstanding shares of Common Stock, but only if applicable law permits Rights owned by certain Persons referred to in Section 3.1(b) hereof to become void pursuant to the provisions thereof, elect to exchange all (but not less than all) the then outstanding Rights (which shall not include Rights that have become void pursuant to the provisions of Section 3.1(b)) for shares of Common Stock at an exchange ratio of one share of Common Stock per Right, appropriately adjusted in order to protect the interests of holders of Rights generally in the event that after the Separation Date an event of a type analogous to any of the events described in Section

2.4(a) or (b) shall have occurred with respect to the Common Stock (such exchange ratio, as adjusted from time to time, being hereinafter referred to as the "Exchange Ratio").

Immediately upon the action of the Board of Directors of the Company electing to exchange the Rights, without any further action and without any notice, the right to exercise the Rights will terminate and each Right will thereafter represent only the right to receive a number of shares of Common Stock equal to the Exchange Ratio. Promptly after the action of the Board of Directors electing to exchange the Rights, the Company shall give notice thereof (specifying the steps to be taken to receive shares of Common Stock in exchange for Rights) to the Rights Agent and the holders of the then outstanding Rights by mailing such notice in accordance with Section 5.9.

(d) Whenever the Company shall become obligated under Section 3.1(a) or (c) to issue shares of Common Stock upon exercise of or in exchange for Rights, the Company, at its option, may substitute therefor shares of Junior Preferred Stock, at a ratio of one one-hundredth of a share of Junior Preferred Stock for each share of Common Stock so issuable.

(e) In the event that there shall not be sufficient treasury shares or authorized but unissued shares of Common Stock or Junior Preferred Stock of the Company to permit the exercise or exchange in full of the Rights in accordance with Section 3.1(a) or (c), the Company shall either (i) cause sufficient additional shares to be authorized (provided that if such authorization is not obtained, the Company will take the action specified in clause (ii) of this sentence) or (ii) take such action as shall be necessary to ensure and provide, to the extent permitted by applicable law and any agreements or instruments in effect on the Stock Acquisition Date to which it is a party, that each Right shall thereafter constitute the right to receive, (x) at the Company's option, either (A) in return for the Exercise Price, debt or equity securities or other assets (or a combination thereof) having a fair value equal to twice the Exercise Price, or (B) without payment of consideration (except as otherwise required by applicable law), debt or equity securities or other assets (or a combination thereof) having a fair value equal to the Exercise Price, or (y) if the Board of Directors of the Company elects to exchange the Rights in accordance with Section 3.1(c), debt or equity securities or other assets (or a combination thereof) having a fair value equal to the product of the Market Price of a share of Common Stock on the Flip-in Date times the Exchange Ratio in effect on the Flip-in Date, where in any case set forth in (x) or (y) above the fair value of such debt or equity securities or other assets shall be as determined in good faith by the Board of Directors of the Company, after consultation with a nationally recognized investment banking firm.

### 3.2 Flip-over.

(a) Prior to the Expiration Date the Company shall not enter into any agreement with any Acquiring Person with respect to, or consummate or permit to occur, any Flip-over Transaction or Event, unless and until it shall have entered into a supplemental agreement with the Person engaging in such Flip-over Transaction or Event (the "Flip-over Entity") for the benefit of the holders of the Rights, providing that, upon consummation or occurrence of the Flip-over Transaction or Event (i) each Right shall thereafter constitute the right to purchase from the Flip-over Entity, upon exercise thereof

in accordance with the terms hereof, that number of shares of Flip-over Stock of the Flip-over Entity having an aggregate Market Price on the date of consummation or occurrence of such Flip-over Transaction or Event equal to twice the Exercise Price for an amount in cash equal to the Exercise Price (such right to be appropriately adjusted in order to protect the interests of the holders of Rights generally in the event that after such date of consummation or occurrence an event of a type analogous to any of the events described in Section 2.4(a) or (b) shall have occurred with respect to the Flip-over Stock) and (ii) the Flip-over Entity shall thereafter be liable for, and shall assume, by virtue of such Flip-over Transaction or Event and such supplemental agreement, all the obligations and duties of the Company pursuant to this Agreement. The provisions of this Section 3.2 shall apply to successive Flip-over Transactions or Events.

(b) Prior to the Expiration Date, unless the Rights will be redeemed pursuant to Section 5.1 hereof in connection therewith, the Company shall not enter into any agreement with respect to, or consummate or permit to occur, any Flip-over Transaction or Event if at the time thereof there are any rights, warrants or securities outstanding or any other arrangements, agreements or instruments which would eliminate or otherwise diminish in any respect the benefits intended to be afforded by this Rights Agreement to the holders of Rights upon consummation or occurrence of such transaction or event.

#### ARTICLE IV - THE RIGHTS AGENT

##### 4.1 General.

(a) The Company hereby appoints the Rights Agent to act as agent for the Company in accordance with the terms and conditions hereof, and the Rights Agent hereby accepts such appointment. The Company agrees to pay to the Rights Agent reasonable compensation as shall be agreed to in writing from time to time for all services rendered by it hereunder and, from time to time, on demand of the Rights Agent, its reasonable expenses (including expenses incurred by the Rights Agent under Section 4.4) and counsel fees and other disbursements incurred in the administration and execution of this Agreement and the exercise and performance of its duties hereunder. The Company also agrees to indemnify the Rights Agent for, and to hold it harmless against, any loss, liability, or expense, incurred without negligence, bad faith or willful misconduct on the part of the Rights Agent, for anything done or omitted by the Rights Agent in connection with the acceptance and administration of this Agreement, including the costs and expenses of defending against any claim of liability.

(b) The Rights Agent shall be protected and shall incur no liability for or in respect of any action taken, suffered or omitted by it in connection with its administration of this Agreement in reliance upon any certificate for securities purchasable upon exercise of Rights, Rights Certificate, certificate for other securities of the Company, instrument of assignment or transfer, power of attorney, endorsement, affidavit, letter, notice, direction, consent, certificate, statement, or other paper or document believed by it to be genuine and to be signed, executed and, where necessary, verified or acknowledged, by the proper person or persons.

#### 4.2 Merger or Consolidation or Change of Name of Rights Agent.

(a) Any corporation into which the Rights Agent or any successor Rights Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Rights Agent or any successor Rights Agent is a party, or any corporation succeeding to the shareholder services business of the Rights Agent or any successor Rights Agent, will be the successor to the Rights Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto, provided that such corporation would be eligible for appointment as a successor Rights Agent under the provisions of Section 4.4 hereof. In case, at the time such successor Rights Agent succeeds to the agency created by this Agreement, any of the Rights Certificates have been countersigned but not delivered, any such successor Rights Agent may adopt the countersignature of the predecessor Rights Agent and deliver such Rights Certificates so countersigned; and in case at that time any of the Rights Certificates have not been countersigned, any successor Rights Agent may countersign such Rights Certificates either in the name of the predecessor Rights Agent or in the name of the successor Rights Agent; and in all such cases such Rights Certificates will have the full force provided in the Rights Certificates and in this Agreement.

(b) In case at any time the name of the Rights Agent is changed and at such time any of the Rights Certificates shall have been countersigned but not delivered, the Rights Agent may adopt the countersignature under its prior name and deliver Rights Certificates so countersigned; and in case at that time any of the Rights Certificates shall not have been countersigned, the Rights Agent may countersign such Rights Certificates either in its prior name or in its changed name; and in all such cases such Rights Certificates shall have the full force provided in the Rights Certificates and in this Agreement.

4.3 Duties of Rights Agent. The Rights Agent undertakes the duties and obligations imposed by this Agreement upon the following terms and conditions, by all of which the Company and the holders of Rights Certificates, by their acceptance thereof, shall be bound:

(a) The Rights Agent may consult with legal counsel (who may be legal counsel for the Company), and the opinion of such counsel will be full and complete authorization and protection to the Rights Agent as to any action taken or omitted by it in good faith and in accordance with such opinion.

(b) Whenever in the performance of its duties under this Agreement the Rights Agent deems it necessary or desirable that any fact or matter be proved or established by the Company prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by a person believed by the Rights Agent to be the Chairman of the Board, the Chief Executive Officer, the President, or any Vice President and by the Secretary or the Treasurer of the Company and delivered to the Rights Agent; and such certificate will be full

authorization to the Rights Agent for any action taken or suffered in good faith by it under the provisions of this Agreement in reliance upon such certificate.

(c) The Rights Agent will be liable hereunder only for its own negligence, bad faith or willful misconduct.

(d) The Rights Agent will not be liable for or by reason of any of the statements of fact or recitals contained in this Agreement or in the certificates for securities purchasable upon exercise of Rights or the Rights Certificates (except its countersignature thereof) or be required to verify the same, but all such statements and recitals are and will be deemed to have been made by the Company only.

(e) The Rights Agent will not be under any responsibility in respect of the validity of this Agreement or the execution and delivery thereof (except the due authorization, execution and delivery hereof by the Rights Agent) or in respect of the validity or execution of any certificate for securities purchasable upon exercise of Rights or Rights Certificate (except its countersignature thereof); nor will it be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any Rights Certificate; nor will it be responsible for any change in the exercisability of the Rights (including the Rights becoming void pursuant to Section 3.1(b) hereof) or any adjustment required under the provisions of Section 2.4, 3.1 or 3.2 hereof or responsible for the manner, method or amount of any such adjustment or the ascertaining of the existence of facts that would require any such adjustment (except with respect to the exercise of Rights after receipt of the certificate contemplated by Section 2.4 describing any such adjustment); nor will it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any securities purchasable upon exercise of Rights or any Rights or as to whether any securities purchasable upon exercise of Rights will, when issued, be duly and validly authorized, executed, issued and delivered and fully paid and nonassessable.

(f) The Company agrees that it will perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments and assurances as may reasonably be required by the Rights Agent for the carrying out or performing by the Rights Agent of the provisions of this Agreement.

(g) The Rights Agent is hereby authorized and directed to accept instructions with respect to the performance of its duties hereunder from any person believed by the Rights Agent to be the Chairman of the Board, the Chief Executive Officer, the President, or any Vice President and the Secretary or the Treasurer of the Company, and to apply to such persons for advice or instructions in connection with its duties, and it shall not be liable for any action taken or suffered by it in good faith in accordance with instructions of any such person.

(h) The Rights Agent and any shareholder, director, officer or employee of the Rights Agent may buy, sell or deal in Common Stock, Rights or other securities of the Company or become pecuniarily interested in any transaction in which the Company may be interested, or contract with or lend money to the Company or otherwise act as fully

and freely as though it were not Rights Agent under this Agreement. Nothing herein shall preclude the Rights Agent from acting in any other capacity for the Company or for any other legal entity.

(i) The Rights Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys or agents, and the Rights Agent will not be answerable or accountable for any act, default, neglect or misconduct of any such attorneys or agents or for any loss to the Company resulting from any such act, default, neglect or misconduct, provided reasonable care was exercised in the selection and continued employment thereof.

4.4 Change of Rights Agent. The Rights Agent may resign and be discharged from its duties under this Agreement upon 60 days' notice (or such lesser notice as is acceptable to the Company) in writing mailed to the Company and to each transfer agent of Common Stock by registered or certified mail, and to the holders of the Rights in accordance with Section 5.9. The Company may remove the Rights Agent upon 60 days' notice in writing, mailed to the Rights Agent and to each transfer agent of the Common Stock by registered or certified mail, and to the holders of the Rights in accordance with Section 5.9. If the Rights Agent should resign or be removed or otherwise become incapable of acting, the Company will appoint a successor to the Rights Agent. If the Company fails to make such appointment within a period of 30 days after such removal or after it has been notified in writing of such resignation or incapacity by the resigning or incapacitated Rights Agent or by the holder of any Rights (which holder shall, with such notice, submit such holder's Rights Certificate for inspection by the Company), then the holder of any Rights or the Rights Agent may apply to any court of competent jurisdiction for the appointment of a new Rights Agent. Any successor Rights Agent, whether appointed by the Company or by such a court, shall be a corporation organized and doing business under the laws of the United States or of any state in the United States, which is authorized under such laws to exercise the powers of the Rights Agent contemplated by this Agreement. After appointment, the successor Rights Agent will be vested with the same powers, rights, duties and responsibilities as if it had been originally named as Rights Agent without further act or deed; but the predecessor Rights Agent shall deliver and transfer to the successor Rights Agent any property at the time held by it hereunder, and execute and deliver any further assurance, conveyance, act or deed necessary for the purpose. Not later than the effective date of any such appointment, the Company will file notice thereof in writing with the predecessor Rights Agent and each transfer agent of the Common Stock, and mail a notice thereof in writing to the holders of the Rights. Failure to give any notice provided for in this Section 4.4, however, or any defect therein, shall not affect the legality or validity of the resignation or removal of the Rights Agent or the appointment of the successor Rights Agent, as the case may be.

#### ARTICLE V - MISCELLANEOUS

##### 5.1 Redemption.

(a) The Board of Directors of the Company may, at its option, at any time prior to the Flip-in Date, elect to redeem all (but not less than all) the then outstanding Rights at the Redemption Price. The aggregate Redemption Price paid to the holders of odd numbers of Rights shall be rounded upward to the next largest whole cent.

(b) Immediately upon the action of the Board of Directors of the Company electing to redeem the Rights, without any further action and without any notice, the right to exercise the Rights will terminate and each Right will thereafter represent only the right to receive the Redemption Price in cash. Promptly after the action of the Board of Directors electing to redeem, and thereby redeeming, the Rights, the Company shall give notice of such redemption to the Rights Agent and the holders of the then outstanding Rights by mailing such notice in accordance with Section 5.9.

5.2 Expiration. No Person shall have any rights pursuant to this Agreement or any Right after the Expiration Date, except, if the Rights are redeemed, as provided in Section 5.1 hereof.

5.3 Issuance of New Rights Certificates. Notwithstanding any of the provisions of this Agreement or of the Rights to the contrary, the Company may, at its option, issue new Rights Certificates evidencing Rights in such form as may be approved by its Board of Directors to reflect any adjustment or change in the number or kind or class of shares of stock purchasable upon exercise of Rights made in accordance with the provisions of this Agreement.

5.4 Supplements and Amendments. The Company and the Rights Agent may from time to time supplement or amend this Agreement without the approval of any holders of Rights (i) in any respect prior to the Flip-in Date (other than to change the Redemption Price or the Expiration Date, except as contemplated elsewhere herein) (ii) to make any changes following the close of business on the Flip-in Date which the Company may deem necessary or desirable and which shall not materially adversely affect the interests of the holders of Rights generally or (iii) in order to cure any ambiguity or to correct or supplement any provision contained herein which may be inconsistent with any other provisions herein or otherwise defective. The Rights Agent will duly execute and deliver any supplement or amendment hereto requested by the Company which satisfies the terms of the preceding sentence.

5.5 Fractional Shares. If the Company elects not to issue certificates representing fractional shares upon exercise of Rights, the Company shall, in lieu thereof, (a) evidence such fractional shares by depositary receipts issued pursuant to an appropriate agreement between the Company and a depositary selected by it, provided that such agreement shall provide that each holder of a depositary receipt shall have all of the rights, privileges and preferences to which such holder would be entitled as a beneficial owner of such fractional share, or (b) pay to the registered holder of such Rights the same fraction of the Market Price (determined as of the date of exercise) of one share of the stock issuable upon such exercise.

5.6 Rights of Action. Subject to the terms of this Agreement, rights of action in respect of this Agreement, other than rights of action vested solely in the Rights Agent, are vested in the respective holders of the Rights; and any holder of any Rights, without the consent of the Rights Agent or of the holder of any other Rights, may, on such holder's own behalf and for such holder's own benefit and the benefit of other holders of Rights, enforce, and may institute and maintain any suit, action or proceeding against the Company to enforce, or otherwise act in respect of, such holder's right to exercise such holder's Rights in the manner provided in such holder's Rights Certificate and in this Agreement. Without limiting the foregoing or any remedies available to the holders of Rights, it is specifically acknowledged that the holders of Rights would not have an adequate remedy at law for any breach of this

Agreement and will be entitled to specific performance of the obligations under, and injunctive relief against actual or threatened violations of, the obligations of any Person subject to this Agreement.

5.7 Holder of Rights Not Deemed a Shareholder. No holder, as such, of any Rights shall be entitled to vote, receive dividends or be deemed for any purpose the holder of shares or any other securities which may at any time be issuable on the exercise of such Rights, nor shall anything contained herein or in any Rights Certificate be construed to confer upon the holder of any Rights, as such, any of the rights of a shareholder of the Company or any right to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof, or to give or withhold consent to any corporate action, or to receive notice of meetings or other actions affecting shareholders (except as provided in Section 5.8 hereof), or to receive dividends or subscription rights, or otherwise, until such Rights shall have been exercised in accordance with the provisions hereof.

5.8 Notice of Proposed Actions. In case the Company shall propose after the Separation Date and prior to the Expiration Date (i) to effect or permit (in cases where the Company's permission is required) occurrence of any Flip-in Date or Flip-over Transaction or Event or (ii) to effect the liquidation, dissolution or winding up of the Company, then, in each such case, the Company shall give to each holder of a Right, in accordance with Section 5.9 hereof, a notice of such proposed action, which shall specify the Flip-in Date or the date on which such Flip-over Transaction or Event, liquidation, dissolution, or winding up is to take place, and such notice shall be so given at least 20 Business Days prior to the date of the taking of such proposed action.

5.9 Notices. Notices or demands authorized or required by this Agreement to be given or made by the Rights Agent or by the holder of any Rights to or on the Company shall be sufficiently given or made if delivered or sent by first-class mail, postage prepaid, addressed (until another address is filed in writing with the Rights Agent) as follows:

Gentex Corporation  
600 N. Centennial  
Zeeland, MI 49464

Any notice or demand authorized or required by this Agreement to be given or made by the Company or by the holder of any Rights to or on the Rights Agent shall be sufficiently given or made if delivered or sent by first-class mail, postage prepaid, addressed (until another address is filed in writing with the Company) as follows:

American Stock Transfer & Trust Company  
40 Wall Street  
New York, NY 10005

Notices or demands authorized or required by this Agreement to be given or made by the Company or the Rights Agent to or on the holder of any Rights shall be sufficiently given or made if delivered or sent by first-class mail, postage prepaid, addressed to such holder at the address of such holder as it appears upon the registry books of the Rights Agent or, prior to the Separation Date, on the registry books of the transfer agent for the Common Stock. Any notice



which is mailed in the manner herein provided shall be deemed given, whether or not the holder receives the notice.

5.10 Suspension of Exercisability. To the extent that the Company determines in good faith that some action need be taken pursuant to Section 3.1(e) or to comply with federal or state securities laws, the Company may suspend the exercisability of the Rights for a period of up to ninety (90) days following the date of the occurrence of the Separation Date or the Flip-in Date in order to take such action or comply with such laws. In the event of any such suspension, the Company shall issue as promptly as practicable a public announcement stating that the exercisability of the Rights has been temporarily suspended.

5.11 Costs of Enforcement. The Company agrees that if the Company or any other Person the securities of which are purchasable upon exercise of Rights fails to fulfill any of its obligations pursuant to this Agreement, then the Company or such Person will reimburse the holder of any Rights for the costs and expenses (including legal fees) incurred by such holder in actions to enforce such holder's rights pursuant to any Rights or this Agreement.

5.12 Successors. All the covenants and provisions of this Agreement by or for the benefit of the Company or the Rights Agent shall bind and inure to the benefit of their respective successors and assigns hereunder.

5.13 Benefits of this Agreement. Nothing in this Agreement shall be construed to give to any Person other than the Company, the Rights Agent and the holders of the Rights any legal or equitable right, remedy or claim under this Agreement; but this Agreement shall be for the sole and exclusive benefit of the Company, the Rights Agent and the holders of the Rights.

5.14 Descriptive Headings. Descriptive headings appear herein for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

5.15 Governing Law. This Agreement and each Right issued hereunder shall be deemed to be a contract made under the laws of the State of Michigan and for all purposes shall be governed by and construed in accordance with the laws of such state applicable to contracts to be made and performed entirely within such state.

5.16 Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

5.17 Severability. If any term or provision hereof or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions hereof or the application of such term or provision to circumstances other than those as to which it is held invalid or unenforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

GENTEX CORPORATION

By /s/ Enoch Jen  
-----  
Enoch Jen  
Its Chief Financial Officer

AMERICAN STOCK TRANSFER &  
TRUST COMPANY

By /s/ Carolyn B. O'Neill  
-----  
Carolyn B. O'Neill  
Its Vice President

[Form of Rights Certificate]

Certificate No. \_\_\_\_\_ Rights \_\_\_\_\_

THE RIGHTS ARE SUBJECT TO REDEMPTION OR MANDATORY EXCHANGE, AT THE OPTION OF THE COMPANY, ON THE TERMS SET FORTH IN THE RIGHTS AGREEMENT. RIGHTS BENEFICIALLY OWNED BY ACQUIRING PERSONS OR AFFILIATES OR ASSOCIATES THEREOF (AS SUCH TERMS ARE DEFINED IN THE RIGHTS AGREEMENT) OR TRANSFEREES OF ANY OF THE FOREGOING WILL BE VOID.

Rights Certificate

GENTEX CORPORATION

This certifies that \_\_\_\_\_, or registered assigns, is the registered holder of the number of Rights set forth above, each of which entitles the registered holder thereof, subject to the terms, provisions and conditions of the Amended and Restated Shareholder Protection Rights Agreement, effective August 26, 1991, and amended and restated effective March 29, 2001 (as such may be amended from time to time, the "Rights Agreement"), between Gentex Corporation, a Michigan corporation (the "Company"), and American Stock Transfer & Trust Company, as Rights Agent (the "Rights Agent," which term shall include any successor Rights Agent under the Rights Agreement), to purchase from the Company at any time after the Separation Date (as such term is defined in the Rights Agreement) and prior to the close of business on March 29, 2011, one one-hundredth of a fully paid share of Junior Participating Preferred Stock, without par value (the "Junior Preferred Stock"), of the Company (subject to adjustment as provided in the Rights Agreement) at the Exercise Price referred to below, upon presentation and surrender of this Rights Certificate with the Form of Election to Exercise duly executed at the principal office of the Rights Agent. The Exercise Price shall initially be \$110.00 per Right and shall be subject to adjustment in certain events as provided in the Rights Agreement.

In certain circumstances described in the Rights Agreement, the Rights evidenced hereby may entitle the registered holder thereof to purchase capital stock of an entity other than the Company or shares of capital stock of the Company other than Junior Preferred Stock, all as provided in the Rights Agreement.

This Rights Certificate is subject to all of the terms, provisions and conditions of the Rights Agreement, which terms, provisions and conditions are hereby incorporated herein by reference and made a part hereof and to which Rights Agreement reference is hereby made for a full description of the rights, limitations of rights, obligations, duties and immunities hereunder of the Rights Agent, the Company and the holders of the Rights Certificates. Copies of the Rights Agreement are on file at the principal office of the Company and are available without cost upon written request.

This Rights Certificate, with or without other Rights Certificates, upon surrender at the office of the Rights Agent designated for such purpose, may be exchanged for another Rights Certificate or Rights Certificates of like tenor and date evidencing an aggregate number of Rights equal to the aggregate number of Rights evidenced by the Rights Certificate or Rights Certificates surrendered. If this Rights Certificate shall be exercised in part, the registered holder shall be entitled to receive, upon surrender hereof, another Rights Certificate or Rights Certificates for the number of whole Rights not exercised.

Subject to the provisions of the Rights Agreement, the Rights evidenced by this Certificate may be (a) redeemed by the Company under certain circumstances at its option at a redemption price of \$0.005 per Right, or (b) exchanged by the Company under certain circumstances at its option for one share of Common Stock or one one-hundredth of a share of Junior Preferred Stock per Right (or, in certain cases, other securities or assets of the Company), subject in each case to adjustment in certain events as provided in the Rights Agreement.

No holder of this Rights Certificate, as such, shall be entitled to vote or receive dividends or be deemed for any purpose the holder of any securities which may at any time be issuable on the exercise hereof, nor shall anything contained in the Rights Agreement or herein be construed to confer upon the holder hereof, as such, any of the rights of a shareholder of the Company or any right to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof, or to give or withhold consent to any corporate action, or to receive notice of meetings or other actions affecting shareholders (except as provided in the Rights Agreement), or to receive dividends or subscription rights, or otherwise, until the Rights evidenced by this Rights Certificate shall have been exercised as provided in the Rights Agreement.

This Rights Certificate shall not be valid or obligatory for any purpose until it shall have been countersigned by the Rights Agent.

WITNESS the facsimile signature of the proper officers of the Company and its corporate seal.

Date: \_\_\_\_\_, 20\_\_\_\_ GENTEX CORPORATION

ATTEST: By \_\_\_\_\_

\_\_\_\_\_ Its \_\_\_\_\_

Its Secretary

Countersigned:  
AMERICAN STOCK TRANSFER &  
TRUST COMPANY, as Rights Agent

By: \_\_\_\_\_

Authorized Signatory

[Form of Reverse Side of Rights Certificate]

FORM OF ASSIGNMENT

(To be executed by the registered holder if such holder desires to transfer the Rights Certificates.)

FOR VALUE RECEIVED \_\_\_\_\_ hereby sells, assigns and transfers unto \_\_\_\_\_

(Please print name and address of transferee)

this Rights Certificate, together with all right, title and interest therein, and does hereby irrevocably constitute and appoint \_\_\_\_\_ Attorney, to transfer the within Rights Certificate on the books of the within-named Company, with full power of substitution.

Dated: \_\_\_\_\_, 20\_\_.

Signature Guaranteed:

\_\_\_\_\_

Signature  
(Signature must correspond to name as written upon the face of this Rights Certificate in every particular, without alteration or enlargement or any change whatsoever)

Signatures must be guaranteed by a member firm of a registered national securities exchange, a member of the National Association of Securities Dealers, Inc., or a commercial bank or trust company having an office or correspondent in the United States.

-----  
(To be completed if true)

The undersigned hereby represents, for the benefit of all holders of Rights and shares of Common Stock, that the Rights evidenced by this Rights Certificate are not, and, to the knowledge of the undersigned, have never been, Beneficially Owned by an Acquiring Person or an Affiliate or Associate thereof (as defined in the Rights Agreement).

-----  
Signature

-----  
NOTICE

In the event the certification set forth above is not completed in connection with a purported assignment, the Company will deem the Beneficial Owner of the Rights evidenced by the enclosed Rights Certificate to be an Acquiring Person or an Affiliate or Associate thereof (as defined in the Rights Agreement) or a transferee of any of the foregoing and accordingly will deem the Rights evidenced by such Rights Certificate to be void and not transferable or exercisable.

[To be attached to each Rights Certificate]

FORM OF ELECTION TO EXERCISE

(To be executed if holder desires to exercise the Rights Certificate.)

TO: GENTEX CORPORATION

The undersigned hereby irrevocably elects to exercise \_\_\_\_\_ whole Rights represented by the attached Rights Certificate to purchase the shares of Preferred Stock issuable upon the exercise of such Rights and requests that certificates for such shares be issued in the name of:

-----  
Address: -----  
-----  
Social Security or Other Taxpayer  
Identification Number: -----

If such number of Rights shall not be all the Rights evidenced by this Rights Certificate, a new Rights Certificate for the balance of such Rights shall be registered in the name of and delivered to:

-----  
Address: -----  
-----  
Social Security or Other Taxpayer  
Identification Number: -----

Dated: \_\_\_\_\_, 20  
-----

Signature Guaranteed:

-----  
Signature  
(Signature must correspond to name as written upon the face of this Rights Certificate in every particular, without alteration or enlargement or any change whatsoever)

Signatures must be guaranteed by a member firm of a registered national securities exchange, a member of the National Association of Securities Dealers, Inc., or a commercial bank or trust company having an office or correspondent in the United States.

-----  
(To be completed if true)

The undersigned hereby represents, for the benefit of all holders of Rights and shares of Common Stock, that the Rights evidenced by this Rights Certificate are not, and, to the knowledge of the undersigned, have never been, Beneficially Owned by an Acquiring Person or an Affiliate or Associate thereof (as defined in the Rights Agreement).

-----  
Signature

-----  
NOTICE

In the event the certification set forth above is not completed in connection with a purported exercise of the Rights, the Company will deem the Beneficial Owner of the Rights evidenced by the enclosed Rights Certificate to be an Acquiring Person or an Affiliate or Associate thereof (as defined in the Rights Agreement) or a transferee of any of the foregoing and accordingly will deem the Rights evidenced by such Rights Certificate to be void and not transferable or exercisable.



## EXHIBIT B

CERTIFICATE OF ADOPTION OF RESOLUTION  
DESIGNATING AND PRESCRIBING RIGHTS,  
PREFERENCES AND LIMITATIONS OF  
JUNIOR PARTICIPATING PREFERRED STOCK OF  
GENTEX CORPORATION

The undersigned corporation executes the following certificate pursuant to the provisions of Section 302, Act 284, Public Acts of 1972, as amended:

A. The name of the Corporation is Gentex Corporation (the "Company").

B. The Corporation Identification Number (CID) assigned by the Bureau is: 085-536.

C. The location of the registered office is 600 N. Centennial, Zeeland, Michigan 49464.

D. The following is a true and correct copy of a resolution designating and prescribing the relative rights, preferences and limitations of the Company's Junior Participating Preferred Stock, which was duly adopted by the Board of Directors on March 2, 2001:

RESOLVED, that there is hereby established a series of Preferred Stock, without par value, of the Company, and the designation and certain powers, preferences and other rights of the shares of such series, and certain qualifications, limitations and restrictions thereon, are hereby fixed as follows:

1. Designation and Amount. The distinctive serial designation of this series shall be "Junior Participating Preferred Stock" (hereinafter called "this Series"). Each share of this Series shall be identical in all respects with the other shares of this Series except as to the dates from and after which dividends thereon shall be cumulative. The number of shares in this Series shall initially be One Million (1,000,000), which number may from time to time be increased or decreased (but not below the number then outstanding plus the number of shares issuable upon exercise of outstanding options, rights, or warrants or upon conversion of any outstanding securities issued by the Company convertible into shares of this series) by the Board of Directors. Shares of this Series purchased by the Company shall be cancelled and shall revert to authorized but unissued shares of Preferred Stock undesignated as to series.

2. Dividends and Distributions.

(i) The holders of shares of this Series, in preference to the holders of Common Stock and of any other stock ranking junior to this Series, shall be entitled to receive, when, as, and if declared by the Board of Directors out of funds legally available for the purpose, quarterly dividends payable in cash on the 10th day of February, May, August, and November in each year (each such

date being referred to herein as a "Quarterly Dividend Payment Date"), commencing on the first Quarterly Dividend Payment Date after the first issuance of a share of this Series, or fraction thereof, in an amount per share (rounded to the nearest cent) equal to the greater of (a) \$1.00 or (b) subject to the provision for adjustment hereinafter set forth, one hundred (100) times the aggregate per share amount of all cash dividends, and one hundred (100) times the aggregate per share amount (payable in kind) of all non-cash dividends or other distributions, other than a dividend payable in Common Stock or a subdivision of the outstanding Common Stock (by reclassification or otherwise), declared on the Common Stock since the immediately preceding Quarterly Dividend Payment Date, or with respect to the first Quarterly Dividend Payment Date, since the first issuance of any share of this Series, or fraction thereof. In the event the Company shall at any time after March 29, 2001, declare or pay any dividend on Common Stock payable in Common Stock, or effect a subdivision or combination or consolidation of the outstanding Common Stock (by reclassification or otherwise) into a greater or lesser number of shares of Common Stock, then in each such case the amount to which holders of shares of this Series were entitled immediately prior to such event under clause (b) of the preceding sentence shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(ii) The Company shall declare a dividend or distribution on the shares of this Series as provided in subparagraph (i) of this paragraph 2 simultaneously with its declaration of a dividend or distribution on the Common Stock (other than a dividend payable in Common Stock or a subdivision of the outstanding Common Stock); provided that, in the event no dividend or distribution shall have been declared on the Common Stock during the period between any Quarterly Dividend Payment Date and the next subsequent Quarterly Dividend Payment Date, a dividend of \$1.00 per share on the shares of this Series shall nevertheless be payable, out of funds legally available for such purpose, on such subsequent Quarterly Dividend Payment Date.

(iii) Dividends shall begin to accrue and be cumulative on outstanding shares of this Series from the date of issue of such shares, unless the date of issue of such shares is a date after the record date for the determination of holders of shares of this Series entitled to receive a quarterly dividend and before such Quarterly Dividend Payment Date, in which event such dividends shall begin to accrue and be cumulative from such Quarterly Dividend Payment Date. Accrued but unpaid dividends shall not bear interest. Dividends paid on the shares of this Series in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares outstanding at that time. The Board of Directors may fix a record date for the determination of holders of shares of this Series entitled to receive payment of a dividend or distribution declared thereon, which record date shall be not more than sixty (60) days prior to the date fixed for the payment thereof.

3. Voting Rights. The holders of shares of this Series shall have the following voting rights:

(i) Subject to the provision for adjustment hereinafter set forth, each share of this Series shall entitle the holder thereof to one hundred (100) votes on all matters submitted to a vote of the shareholders of the Company. In the event the Company shall at any time after March 29, 2001, declare or pay any dividend on Common Stock payable in Common Stock, or effect a subdivision or combination or consolidation of the outstanding Common Stock (by reclassification or otherwise) into a greater or lesser number of shares of Common Stock, then in each such case the number of votes per share to which holders of shares of this Series were entitled immediately prior to such event shall be adjusted by multiplying such number by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(ii) Except as otherwise provided herein, in any other Certificate of Adoption of a Resolution creating a series of Preferred Shares or by law, the holders of shares of this Series and the holders of Common Stock and any other capital stock of the Company having general voting rights shall vote together as one class on all matters submitted to a vote of the shareholders of the Company.

(iii) Except as otherwise provided herein or by law, the holders of shares of this Series shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of Common Stock and any other capital stock of the Company having general voting rights as set forth herein) for taking any corporate action.

4. Certain Restrictions.

(i) Whenever quarterly dividends or other dividends or distributions payable on the shares of this Series as provided in paragraph 2 hereof are in arrears, thereafter and until all accrued and unpaid dividends and distributions, whether or not declared, on shares of this Series outstanding shall have been paid in full, the Company shall not:

(a) declare or pay dividends, or make any other distributions, on any shares of stock ranking junior (either as to dividends or upon liquidation) to the shares of this Series;

(b) declare or pay dividends, or make any other distributions, on any shares of stock ranking on a parity (either as to dividends or upon liquidation) with the shares of this Series, except dividends paid ratably on the shares of this Series and all such parity stock on which dividends are payable

or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled;

(c) redeem or purchase or otherwise acquire for consideration shares of any stock ranking junior (either as to dividends or upon liquidation) to the shares of this Series, provided that the Company may at any time redeem, purchase, or otherwise acquire shares of any such junior stock in exchange for shares of stock of the Company ranking junior (both as to dividends and upon liquidation) to the share of this Series; or

(d) redeem or purchase or otherwise acquire for consideration any shares of this Series, or any shares of stock ranking on a parity with the shares of this Series, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(ii) The Company shall not permit any subsidiary of the Company to purchase or otherwise acquire for consideration any shares of stock of the Company unless the Company could, under subparagraph (i) of this paragraph 4, purchase or otherwise acquire such shares at such time and in such manner.

5. Reacquired Shares. Any shares of this Series purchased or otherwise acquired by the Company in any manner whatsoever shall constitute authorized but unissued Preferred Stock and may be reissued as part of a new series of Preferred Stock by resolution or resolutions of the Board of Directors, subject to the conditions and restrictions on issuance set forth herein, in the Articles of Incorporation, or in any other Certificate of Resolution creating a series of Preferred Stock or as otherwise required by law.

6. Liquidation, Dissolution, or Winding Up. Upon any liquidation, dissolution, or winding up of the Company, no distribution shall be made (a) to the holders of shares of stock, ranking junior (either as to dividends or upon liquidation), to the shares of this Series unless, prior thereto, the holders of shares of this Series shall have received the greater of (i) \$100.00 per share, plus an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment, or (ii) an aggregate amount per share, subject to the provision for adjustment hereinafter set forth, equal to one hundred (100) times the aggregate amount to be distributed per share to holders of Common Stock, or (b) to the holders of shares of stock ranking on a parity (either as to dividends or upon liquidation) with the shares of this Series, except distributions made ratably on the shares of this Series and all other such parity stock in proportion to the total amounts to which the holders of all such shares are entitled upon such liquidation, dissolution, or winding up. In the event the Company shall at any time after March 29, 2001, declare or pay any dividend on the Common Stock payable in Common Stock, or effect a subdivision or

combination or consolidation of the outstanding Common Stock (by reclassification or otherwise) into a greater or lesser number of shares of Common Stock, then in each such case the aggregate amount to which holders of shares of this Series were entitled immediately prior to such event under clause (a)(ii) of the preceding sentence shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

7. Consolidation, Merger, Exchange, Etc. In the event the Company shall enter into any consolidation, merger, combination, statutory share exchange, or other transaction in which the shares of Common Stock are exchanged for or changed into other stock or securities, money and/or any other property, then in any such case the shares of this Series shall at the same time be similarly exchanged or changed into an amount per share (subject to the provision for adjustment hereinafter set forth) equal to one hundred (100) times the aggregate amount of stock, securities, money, and/or other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged. In the event the Company shall at any time after March 29, 2001, declare or pay any dividend on Common Stock payable in Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise) into a greater or lesser number of shares of Common Stock, then in each such case the amount set forth in the preceding sentence with respect to the exchange or change of shares of this Series shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

8. No Redemption. The shares of this Series shall not be redeemable.

9. Rank. The shares of this Series shall rank junior in terms of a dividend and liquidation rights to all other series of the Company's Preferred Stock hereinafter issued that specifically provide that they shall rank senior to the shares of this Series.

10. Fractional Shares. Shares of this Series may be issued in fractions of a share which shall entitle the holder, in proportion to such holder's fractional shares, to receive dividends, participate in distributions and to have the benefit of all other rights of holders of the shares of this Series.

IN WITNESS WHEREOF, the undersigned have signed and attested this certificate on the day of \_\_\_\_\_, 2001.

GENTEX CORPORATION

By \_\_\_\_\_

Its \_\_\_\_\_

ATTEST:

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Its Secretary

GENTEX CORPORATION  
SECOND RESTRICTED STOCK PLAN

1. Purpose and Scope. The purposes of this Plan are to reward outstanding achievements by key employees of Gentex Corporation, to provide an incentive for such employees to expand and improve the profits and prosperity of the Company, and to assist the Company in attracting and retaining key personnel through ownership of shares of the Company's common stock.

2. Definitions. The following words and phrases shall have the following meanings as used in this Plan:

a. "Awards" means awards of Shares granted pursuant to this Plan.

b. "Award Price" means the closing sale price of Shares reported in the NASDAQ National Market for the day on which the particular Award is granted, or if prices of Shares are not so published for that date, then a fair market value determined by the Committee by any reasonable method selected in good faith.

c. "Board" means the Board of Directors of the Company.

d. "Committee" means the committee appointed by the Board pursuant to paragraph 4 of this Plan.

e. "Company" means Gentex Corporation.

f. "Code" means the Internal Revenue Code of 1986, as amended.

g. "Participant" means the individual to whom an Award is granted under this Plan.

h. "Plan" means this Gentex Corporation Second Restricted Stock Plan.

i. "Related Corporation" means any corporation in which the Company has a proprietary interest consisting of at least 50% of the total combined voting power of all class of voting securities of such corporation.

j. "Restricted Period" means the period of time over which an Award is to vest, as determined by the Committee.

k. "Shares" means the shares of common stock of the Company, par value \$0.06 per share.

### 3. Stock to be Awarded.

a. Subject to the provisions of Paragraph 6(d)(vi) of the Plan, the maximum number of shares that may be subject to Awards under the Plan is 500,000 shares. The Shares may be treasury shares or authorized but unissued Shares of the Company.

b. Shares which have been subject to Awards, but which have been forfeited as provided below, shall be added to the Shares otherwise available for Awards under the Plan.

### 4. Administration.

a. The Plan shall be administered by a Committee appointed by the Board, consisting of three (3) or more directors. A majority of members of the Committee shall constitute a quorum for the transaction of business. The Committee shall be responsible for the operation of the Plan, including determinations as to persons entitled to participate in the plan and the extent of that participation. The interpretation and construction of any provision of the Plan by the Committee shall be final and binding.

b. The granting of any Award pursuant to this Plan shall be entirely within the discretion of the Committee, and nothing contained in this Plan shall be interpreted or construed to give any person any right to participate under this Plan.

c. Each person who is or shall have been a member of the Committee shall be indemnified and held harmless by the Company, to the maximum extent permitted by law, from and against any cost, liability or expense imposed or incurred in connection with such persons taking or failing to take any action under the Plan.

5. Eligibility. Awards may be made at any time, and from time to time, to such individuals as the Committee shall determine in its sole and absolute discretion. Awards granted at different times or to different persons need not contain similar provision.

### 6. Basic Terms and Conditions of Awards.

a. A Participant shall not be required to make any payment for Shares granted pursuant to an Award.

b. In the event of a change in the Participant's duties and responsibilities, or a transfer of the Participant to a different position, the Committee has the discretion to terminate the Award or reduce the number of Shares subject to the Award commensurate with the transfer or change in responsibility.

c. Shares granted pursuant to an Award shall be represented by a stock certificate registered in the name of the Participant, subject to Section 6(d)(viii), below.



d. The Committee shall provide for an agreement to be entered into by the Participant and the Company, the terms and conditions of which may include, but are not limited to the following:

(i) Number of Shares. The agreement shall state the total number of Shares to which it pertains.

(ii) Award Price. The agreement shall state the Award Price of the Shares on the date of the granting of the Award.

(iii) Restriction Period. The Restriction Period for any Award granted under the Plan shall be determined by the Committee and shall have a duration of not less than six (6) months and not more than ten (10) years from the date the Award is granted. An Award is considered to be vested when the Restriction Period lapses. Awards may have different Restriction Periods in the discretion of the Committee.

(iv) Acceleration. The Committee may in its discretion, provide for the acceleration of the time at which the Restriction Period will lapse and, in that event, shall specify the conditions which must exist in order for such acceleration to occur.

(v) Termination of Employment. In the event a Participant's employment terminates by reason of retirement or death, or the Participant becomes disabled, the Restriction Period shall be deemed to lapse as of the date of termination or disability on that part of the Award which equals the portion of the Restriction Period, measured in full and partial months, completed before the termination of employment or the date of disability. In the event that a Participant's employment terminates for any other reason, the Committee may determine, in its discretion, whether and the extent to which the Restriction Period shall be lapsed. The balance of any Award not covered by a lapsed restriction shall be forfeited.

Whether an authorized leave of absence or absence on military or government service or for other reasons shall constitute a termination of employment for purposes of the Plan shall be determined by the Committee, which determination shall be final and conclusive. Employment by the Company shall be deemed to include employment by, and to continue during any period in which a Participant is in the employment of a Related Company.

(vi) Recapitalization. The aggregate number of Shares on which Awards may be granted to Participants, and the price per Share in each such Award, shall be proportionately adjusted for any increase or decrease in the number of issued Shares resulting from a subdivision or consolidation of Shares or other capital adjustment, or the payment of a stock dividend or other increase or decrease in such Shares, effected without receipt of consideration by the Company; provided, however, that any fractional shares resulting from any such adjustment shall be eliminated.

Subject to any required action by stockholders, if the Company shall be a surviving or resulting corporation in any merger, consolidation, or other reorganization, any Award granted hereunder shall pertain to and apply to the securities to which a holder of the number of Shares subject to the Award would have been entitled.

A dissolution or liquidation of the Company, or a merger or consolidation in which the Company is not a surviving or resulting corporation, shall cause the Restricted Period to lapse in full for every Award then outstanding.

In the event of a change in the Company's stock which is limited to a change in the designation thereof to "Capital Stock" or other similar designation, or to a change in the par value thereof, or from par value to no par value, without increase in the number of issued Shares, the shares resulting from any such change shall be deemed to be Shares within the meaning of the Plan.

(vii) Assignability. No benefit payable under or interest in the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any such attempted action shall be void and no such benefit or interest shall be in any manner liable for or subject to debts, contracts, liabilities, engagements, or torts of any Participant or beneficiary. If any Participant or beneficiary shall become bankrupt or shall attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit payable under or interest in the Plan, then the Committee in its discretion may hold or apply such benefit or interests on any part thereof to or for the benefit of such Participant or his beneficiary, his spouse, children, blood relatives, or other dependents, or any of them, in such manner and in such proportions as the Committee may consider proper.

(viii) Rights as a Stockholder. The Participant shall have the right to receive dividends during the Restriction Period, to vote the Shares subject to an Award, and to enjoy all other stockholder rights, except that the participant may not sell, transfer, pledge, exchange, hypothecate, or otherwise dispose of the Shares during the Restriction Period, and a restrictive legend to that effect shall be placed on the certificate issued to the Participant for those Shares.

(ix) Other Provisions. The agreements authorized under this Plan may contain such other provisions as the Committee shall deem advisable.

e. In the event a Participant engages in any activity competitive to any business of the Company that is being actively conducted or planned at the time of termination of the Participant'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 the Participant shall forfeit all economic benefits derived by the Participant with respect to all Awards granted to the Participant 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 Participant for such Shares, if any, and the market price for those Shares as of the date the restrictions lapsed with respect to those Shares.

7. Effective Date, Termination and Amendment. The Plan shall take effect only upon, and as of the date of approval by the Company's stockholders. Unless earlier terminated by the Board, the Plan shall terminate on March 2, 2011, after which date no Awards may be granted under the Plan. The Board may terminate or amend the Plan at any time, or from time to

time, as it deems proper and in the best interest of the Company; provided, however, that no amendment may alter the aggregate number of shares that may be issued under the Plan, modify the eligibility requirements set forth herein, or impair a Participant's rights or obligations pursuant to outstanding Awards.

#### 8. Miscellaneous Provisions.

a. No Right of Continued Employment. Neither the establishment of the Plan nor the granting of any Award hereunder nor any action of Gentex Corporation or Related Corporations or the Boards of Directors of Gentex Corporation or any Related Corporation or of the Committee pursuant to the Plan shall be held or construed to confer upon any person any legal or equitable right to be continued in the employ of Gentex Corporation or any Related Corporation, and Gentex Corporation and Related Corporations expressly reserve the right to discharge any Participant whenever the interest of Gentex Corporation or Related Corporations may so require without liability to Gentex Corporation or Related Corporations, the Board of Directors of Gentex Corporation or Related Corporations or the Committee, except as to any rights which may be expressly conferred upon a Participant under the Plan.

b. Withholding Taxes. Gentex Corporation shall have the right to require a payment from a Participant to cover applicable withholding taxes.

c. Michigan Law to Govern. The Plan and all agreements entered into under the Plan shall be construed pursuant to the laws of the State of Michigan.

d. Obligations. Gentex Corporation or Related Corporations or the Board of Directors of Gentex Corporation shall not by any provisions of this Plan, be deemed to be a trustee of any property, and the liabilities of Gentex Corporation or Related Corporations to any Participant pursuant to the Plan shall be those of a debtor pursuant to such contract obligations as are created by the Plan, and no such obligation of Gentex Corporation or Related Corporations shall be deemed to be secured by any pledge or other encumbrance on any property of Gentex Corporation or Related Corporations.

e. Change in Conditions or Federal Income Tax Laws. In the event of relevant changes in the Federal income tax laws, regulations and rulings or other factors affecting the continued appropriateness of Awards under the Plan, the Committee may, in its sole discretion, accelerate or change the form of payment or distribution of all Awards and dividends.

f. Employee's Agreement. If, at the time of the distribution of any Shares hereunder, in the opinion of counsel for the Company, it is necessary or desirable, in order to comply with any applicable laws or regulations relating to the sale of securities, that the Participant receiving such shares shall agree that he or she will take the shares for investment and not with any present intention to resell the same and that he or she will dispose of such Shares only in compliance with such laws and regulations, and the Participant will, upon the request of the Company, execute and deliver to the Company an agreement to such effect.

The foregoing Plan was duly adopted by the Board of Directors of Gentex Corporation on March 2, 2001, subject to the approval of the Company's shareholders.

/s/ Connie Hamblin

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Connie Hamblin  
Secretary