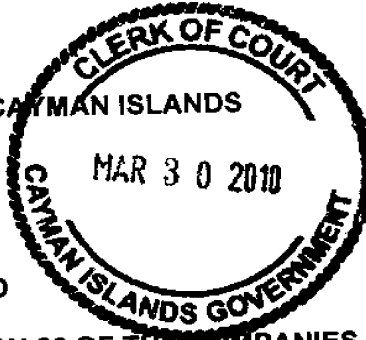


IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

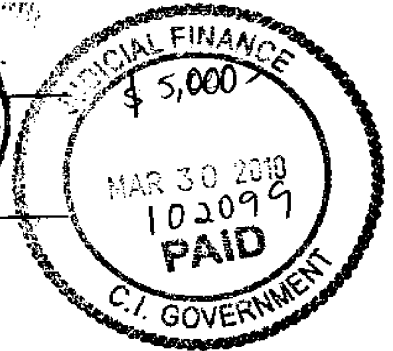
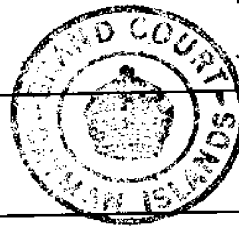


CAUSE NO FSD 86 OF 2010

IN THE MATTER OF GARMIN LTD

AND IN THE MATTER OF SECTION 86 OF THE COMPANIES LAW (2009 REVISION)

PETITION



To: The Grand Court

The Humble Petition of Garmin Ltd (hereinafter called the "**Petitioner**" or "**Garmin Cayman**") Suite 3206B, 45 Market Street, Gardenia Court, Camana Bay, Cayman Islands shows as follows:

Introduction

- 1 The object of this Petition is to seek the sanction of the Court pursuant to section 86 of the Companies Law (2009 Revision) to a proposed Scheme of Arrangement ("**Scheme**") as between Garmin Cayman and the holders of its ordinary shares with a par value of US\$0.005 per share as at 5.00pm Central Time on 31 March 2010 (the "**Scheme Shares**").
- 2 The Scheme Shares are currently listed and traded on the NASDAQ Global Select Market ("**NASDAQ**").
- 3 A copy of the proposed Scheme is annexed to this Petition by way of Schedule. Save where otherwise indicated, capitalised terms in this Petition are defined in the Scheme.

Business of Garmin Cayman and of the Garmin Group

- 4 Garmin Cayman's principal business activity has been to act as the ultimate listed holding company of the Garmin group of companies ("**Garmin Group**"). The Garmin Group designs and manufactures navigation, communication and information devices the majority of which are enabled by satellite technology. The Garmin Group has operations in many jurisdictions around the world, including among others the United States, Taiwan, Europe and Canada.

Objects of the Scheme

- 5 The principal object of the Scheme is to change the jurisdiction of incorporation of the ultimate holding company of the Garmin Group from the Cayman Islands to Switzerland and for Garmin Cayman to become a subsidiary of Garmin Ltd. ("**Garmin Switzerland**"), a company incorporated under the laws of Switzerland.

Incorporation, objects and share capital of Garmin Cayman and Garmin Switzerland

6 Garmin Cayman

- 6.1 On 24 July 2000 Garmin Cayman was incorporated in the Cayman Islands pursuant to the then revision of the Companies Law, as an exempted company limited by shares. The registered office of Garmin Cayman is situated at Suite 3206B, 45 Market Street, Gardenia Court, Camana Bay, Cayman Islands.
- 6.2 The objects for which Garmin Cayman was established are unrestricted, and generally to carry out the objects more particularly described in its Memorandum of Association.
- 6.3 The authorised share capital of Garmin Cayman is:
- (a) US\$6,000,000 divided into 1,000,000,000 ordinary shares which have a par value of US\$.005 each. As at the date hereof 199,128,294 ordinary shares have been issued and are fully paid or credited as fully paid;
 - (b) 1,000,000 preferred shares which have a par value of US\$1.00 each. As of the date hereof no preferred shares are in issue.

7 **Garmin Switzerland**

7.1 Garmin Switzerland was incorporated in Switzerland on 9 February 2010 pursuant to the provisions of the Swiss Code of Obligation. The registered office of Garmin Switzerland is c/o Klauser & Partner AG, Pestalozzistrasse 2, CH-8201 Schaffhausen, Switzerland. The objects for which Garmin Switzerland is established are inter alia:

the acquisition, holding, financing, management and sale of participations in Swiss and foreign enterprises of all kinds

and generally to carry out the objects more particularly described in clause 2 of the proposed form of Articles of Association.

7.2 The registered share capital of Garmin Switzerland is 100,000 Swiss Francs, comprised of 10,000,000 registered shares with a par value of 0.01 Swiss Francs per share issued to Garmin Cayman in connection with the incorporation of Garmin Switzerland ("**Formation Shares**"). The Formation Shares are fully paid up.

8 Garmin Switzerland has been incorporated specifically for the purpose of the implementation of the Scheme. Prior to the time the share transfer contemplated by the Scheme takes effect ("**Transaction Time**"), it will not carry on any business or activities other than in connection with its formation and the proposed Scheme. Garmin Switzerland's assets will comprise cash or cash-equivalents of 100,000 Swiss Francs representing its paid up share capital. Garmin Switzerland will have negligible liabilities and Garmin Cayman will meet any liabilities incurred, or to be incurred, by Garmin Switzerland with respect to the Scheme.

The Scheme

9 It is proposed that the objects of the Scheme described at paragraph 5 above will be implemented by the following steps taking place:

9.1 At the Transaction Time, all issued and outstanding Scheme Shares shall be transferred to Garmin Switzerland whereupon Garmin Switzerland will be the sole registered shareholder of Garmin Cayman; and

- 9.2 Prior to the opening of the NASDAQ on the next day following the Transaction Time, in consideration of the transfer of the Scheme Shares, Garmin Switzerland will issue to each Scheme Shareholder one registered share in Garmin Switzerland ("**Garmin Switzerland Share**") for each Scheme Share transferred.
- 10 As from the Transaction Time, Garmin Switzerland will own all of Garmin Cayman's issued ordinary shares. It is intended that the Garmin Switzerland Shares be listed on the NASDAQ in place of the Scheme Shares.
- 11 Garmin Cayman will continue to hold the Formation Shares, which Formation Shares may subsequently be transferred by Garmin Cayman to one or more other subsidiaries of Garmin Switzerland for future use to satisfy obligations to issue new shares. Shortly following the Transaction Time, Garmin Switzerland will increase the par value of the 10,000,000 Formation Shares to the same par value as the Garmin Switzerland Shares.
- 12 Garmin Switzerland and Garmin Cayman will also enter into a Contribution In Kind Agreement in connection with the Scheme in order to satisfy requirements of Swiss Law in connection with the issue of the Garmin Switzerland Shares.

Profiles of Shareholders

- 13 As at 29 March 2010 Garmin Cayman had:
- 13.1 290 registered holders of Scheme Shares, holding between them a total of 199,128,294 Scheme Shares;
- 13.2 The largest majority of the Scheme Shares, (110,808,694 Scheme Shares), are registered in the name of Cede & Co ("**Cede**"), as nominee for The Depository Trust Company ("**DTC**"), of 55 Water Street, New York, New York 10004, U.S.A. DTC holds those Scheme Shares as depository.
- 13.3 Of the other registered holders of the Scheme Shares:
- (a) 282 have registered addresses in the United States of America; and

- (b) 7 have registered addresses in a variety of other jurisdictions, namely United Kingdom (3), Ireland (1), Taiwan (1), Germany (1) and Australia (1).

Directions

14 Garmin Cayman intends to make applications for directions herein for an order that, amongst other things:

14.1 Garmin Cayman be at liberty to convene a meeting of the holders of the Scheme Shares for the purpose of considering and, if thought fit, approving (with or without modification) the Scheme;

14.2 The Court determine the relevant classes of shareholders affected by the Scheme;

14.3 The mode and timing of delivery of, amongst other things: a proxy statement, notice of the meeting aforesaid, and form of proxy, to the Scheme Shareholders and that a record date of Scheme Shareholders be set for that purpose;

14.4 The appointment of a chairman of the said meeting, and for directions that the chairman should report the result of such meeting to the Court; and

14.5 Publication of notice of the said meeting.

15 The resolution intended to be submitted at each of the said meeting is:

“THAT this Scheme Meeting approves without modification the proposed Scheme of Arrangement, a print of which has been submitted to this Scheme Meeting and, for the purpose of identification, signed by the Chairman of this Scheme Meeting.”

YOUR PETITIONER THEREFORE HUMBLY PRAYS:

- 1 That the Scheme be sanctioned by the Court so as to be binding on each party thereto.
- 2 That, to this end, all necessary inquiries may be made and directions may be made and given.
- 3 Such further or other relief as the Court shall see fit.

Dated this 30 day of March 2010.

Maples + Calder

MAPLES and CALDER

Note: It is not intended that this petition be served on anyone.

ENDORSEMENT

This Petition has been presented to the Grand Court of the Cayman Islands on the 30 day of March 2010 and will be heard by the Grand Court of the Cayman Islands on the 4 day of June 2010 at 10:00 a.m (or as soon thereafter as the Petition can be heard).

This Petition was presented by Maples and Calder, Ugland House, PO Box 309GT, George Town, Grand Cayman, Attorneys-at-Law for the Petitioner (CJM/276480/18414408).

SCHEME OF ARRANGEMENT

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION**

CAUSE NO : [*] OF 2010

IN THE MATTER OF GARMIN LTD.

and

**IN THE MATTER OF SECTION 86 OF
THE COMPANIES LAW (2009 REVISION) OF THE CAYMAN ISLANDS**

SCHEME OF ARRANGEMENT

between

**GARMIN LTD.
("Garmin-Cayman")**

and

**GARMIN LTD.
("Garmin-Switzerland")**

and

THE SCHEME SHAREHOLDERS (as defined herein)

PRELIMINARY

In this Scheme, unless inconsistent with the subject or context, the following expressions shall bear the meanings respectively set opposite them:

"Allowed Proceeding"	Any Proceeding by a Scheme Shareholder to enforce its rights under this Scheme where any party fails to perform its obligations under this Scheme;
"Business Day"	Any day other than (1) a day on which banks are required or permitted by law to be closed in New York, USA, the Cayman Islands, or Schaffhausen, Switzerland; or (2) a day on which the NASDAQ is closed for trading;
"Cayman Court"	The Grand Court of the Cayman Islands and any court capable of hearing appeals therefrom;
"Code"	The U.S. Internal Revenue Code of 1986, as amended;
"Companies Law"	The Companies Law (2009 Revision) of the Cayman Islands,

	and its predecessors, as consolidated and revised from time to time;
"Garmin-Cayman"	Garmin Ltd., an exempted company incorporated in the Cayman Islands with limited liability, the common shares of which are currently listed on the NASDAQ;
"Garmin-Switzerland Shares"	registered shares of Garmin-Switzerland to be issued pursuant to clause 2
"Garmin-Switzerland"	Garmin Ltd., a company incorporated under the laws of Switzerland with limited liability with its registered office in the town of Schaffhausen in the Canton of Schaffhausen, Switzerland, and with registered number CH-290.3.016.704-3
"Latest Practicable Date"	29 March, 2010, being the latest practicable date for the purposes of ascertaining certain information contained herein;
"Parties"	Garmin-Cayman, Garmin-Switzerland and the Scheme Shareholders.
"Proceeding"	Any process, suit, action, legal or other proceeding, including without limitation any arbitration, mediation, alternative dispute resolution, judicial review, adjudication, demand, execution, restraint, forfeiture, re-entry, seizure, lien, enforcement of judgment, enforcement of any security or enforcement of any letters of credit;
"Prohibited Proceeding"	Any Proceeding against Garmin-Cayman or Garmin-Switzerland or their subsidiaries or property, or any of their directors, officers, employees or agents, in any jurisdiction whatsoever other than an Allowed Proceeding;
"Proxy Statement"	The proxy statement of Garmin-Cayman dated [*], 2010 issued to the Scheme Shareholders in connection with this Scheme by order of the Cayman Court on [6 April], 2010;
"Register"	The register of members of Garmin-Cayman;
"Scheme Meeting"	The class meeting of the Scheme Shareholders convened by the Cayman Court for the purposes of considering, and if seen fit, approving this Scheme;
"Scheme Shareholders"	The registered holders of the Scheme Shares, as recorded on the Register;
"Scheme Shares"	Common shares issued by Garmin-Cayman with a par value US\$0.005 per share;
"Scheme"	This scheme of arrangement in its present form or with or subject to any modifications, additions or conditions which the Cayman Court may approve or impose;
"Transaction Time"	The time at which Part I of this Scheme becomes effective in accordance with Clause 5 of this Scheme;
"Transaction"	The transaction to be effected by this Scheme

- (A) Garmin-Cayman was incorporated as an exempted company on 24 July 2000 in the Cayman Islands under the Companies Law. The authorised share capital of Garmin-Cayman is US\$6,000,000 divided into 1,000,000,000 common shares of par value US\$0.005 each and 1,000,000 preferred shares of a par value of US\$1.00 each. As at the Latest Practicable Date, 199,128,294 Garmin-Cayman common shares were issued and fully paid, and no preferred shares had been issued.
- (B) Garmin-Cayman proposes to relocate the ultimate parent holding company of the Garmin group from the Cayman Islands to the town of Schaffhausen in the canton of Schaffhausen, Switzerland, by way of this Scheme, such that upon the Transaction Time Garmin-Cayman shall become a wholly owned subsidiary of Garmin Switzerland.
- (C) The Parties intend for the Transaction to qualify as a reorganization under Section 368(a)(1)(F) of the Code.
- (D) Garmin-Switzerland has undertaken to the Cayman Court to be bound by this Scheme and to execute and do and procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed and done by it for the purpose of giving effect to this Scheme.

SCHEME OF ARRANGEMENT

PART I

SHARE EXCHANGE

1. At the Transaction Time, all issued and outstanding Scheme Shares shall be transferred to Garmin-Switzerland and such Scheme Shares shall be credited as fully paid and recorded in the Register in the name of Garmin-Switzerland.
2. In consideration of the transfer of the Scheme Shares pursuant to Clause 1 of this Scheme, prior to the next opening of the NASDAQ after the Transaction Time Garmin-Switzerland will issue to each Scheme Shareholder one registered Garmin-Switzerland Share for each Scheme Share that was transferred pursuant to Clause 1 of this Scheme that such Scheme Shareholder held immediately prior to the Transaction Time.
3. As from the Transaction Time, the Scheme Shareholders prior to the Transaction Time shall in accordance with this Scheme cease to have any rights with respect to the Scheme Shares, except the right to receive the consideration set out in Clause 2 of this Scheme, provided, however, that nothing in this Scheme shall in any way affect the right (if any) of a shareholder of Garmin-Cayman to receive any dividend declared by Garmin-Cayman prior to the Transaction Time but which has not been paid prior to the Transaction Time.
4. As from the Transaction Time, each instrument of transfer and certificate existing at the Transaction Time in respect of a holding of any number of Scheme Shares shall cease to be valid for any purpose as an instrument of transfer or a certificate for such Scheme Shares.

PART II

GENERAL

5. Part I of this Scheme shall become effective at 3:00 am Cayman Islands time on Sunday 27 June 2010 or such earlier or later date and time as the board of Garmin-Cayman (or its duly authorised officer) shall at any time determine (such earlier or later time not to be a time at which the NASDAQ is open for trading), provided that at or by that time all of the following conditions are satisfied or, to the extent permitted law, waived by Garmin-Cayman and Garmin-Switzerland:
 - (a) a definitive version of the Proxy Statement has been filed with the United States Securities Exchange Commission;
 - (b) this Scheme is approved by the affirmative vote at the Scheme Meeting of a majority in number representing

75% or more in value of the Scheme Shares present and voting in person or by proxy at the Scheme Meeting on the resolution to approve this Scheme;

- (c) the requisite court order sanctioning this Scheme is obtained from the Cayman Court;
 - (d) a copy of the order of the Cayman Court referred to at clause 5(c) is lodged with the Cayman Islands Registrar of Companies;
 - (e) there is no threatened, pending or effective decree, order, injunction or other legal restraint prohibiting the consummation of the Scheme;
 - (f) all consents and governmental authorizations that are necessary, desirable or appropriate in connection with the Transaction are obtained on terms acceptable to Garmin-Cayman (as it should think fit its absolute discretion) and are in full force and effect;
 - (g) Garmin-Cayman shall have received an opinion from KPMG LLP, in form and substance reasonably satisfactory to it, confirming the matters discussed under the caption "Material Tax Considerations—U.S. Federal Income Tax Considerations;" in the proxy statement of Garmin-Cayman distributed to the Scheme Shareholders in connection with the Scheme Meeting.
 - (h) Garmin-Cayman shall have received an opinion from KPMG AG, in form and substance reasonably satisfactory to it, confirming the matters discussed under the caption "Material Tax Considerations—Swiss Tax Considerations;" in the proxy statement of Garmin-Cayman distributed to the Scheme Shareholders in connection with the Scheme Meeting.
 - (i) the Garmin-Switzerland shares to be issued pursuant to the Scheme are authorized for listing on the NASDAQ, subject to official notice of issuance.
 - (j) Garmin Cayman receives in escrow an opinion from Maples and Calder, in form and substance reasonably satisfactory to it, regarding the matters discussed in Securities Exchange Commission Division of Corporation Finance Legal Bulletin No. 3A (CF) dated June 18, 2008.
 - (k) Garmin-Switzerland and Garmin-Cayman execute a Transaction Agreement pursuant to which, among other things, Garmin Switzerland agrees to adopt Garmin-Cayman's Equity Compensation and Benefit Plans (as defined in the Transaction Agreement).
6. All mandates or other instructions to Garmin-Cayman in force at the Transaction Time relating to any of the Scheme Shares (including, without limitation, elections for the payment of dividends by way of scrip (if any)) shall, mutatis mutandis immediately after the Transaction Time, be deemed to be valid as effective mandates or instructions in respect of the Garmin-Switzerland Shares received in consideration of the transfer of such Scheme Shares.
7. Subject to any applicable U.S. securities laws, this Scheme may be amended, modified or supplemented at any time before or after its approval by the shareholders of Garmin-Cayman at the Scheme Meetings. At the Cayman Court hearing to sanction this Scheme, the Cayman Court may impose such conditions, modifications and amendments as it deems appropriate in relation to this Scheme but will not impose any material changes without the joint consent of Garmin-Cayman and Garmin-Switzerland. Garmin-Cayman may, subject to any applicable U.S. securities laws, consent to any condition, modification or amendment of this Scheme on behalf of the Scheme Shareholders which Garmin-Cayman may think fit to approve or impose. After its approval, no amendment, modification or supplement may be made or effected that legally requires further approval by shareholders or any class of shareholders of Garmin-Cayman without obtaining that approval.
8. Garmin-Cayman may terminate or abandon this Scheme at any time prior to the Transaction Time without obtaining the approval of the Scheme Shareholders, even though this Scheme may have been approved at the Scheme Meetings and sanctioned by the Cayman Court and all other conditions may have been satisfied.
9. None of the Scheme Shareholders shall commence a Prohibited Proceeding in respect of or arising from this Scheme after the Transaction Time. A Scheme Shareholder may commence an Allowed Proceeding against Garmin-Cayman or Garmin-

Switzerland after the Transaction Time provided that it has first given Garmin-Cayman and Garmin-Switzerland five clear Business Days' prior notice in writing of its intention to do so.

10. Any notice or other written communication to be given under or in relation to this Scheme (other than pursuant to Clause 15 below) shall be given in writing and shall be deemed to have been duly given if it is delivered by hand or sent by post to:
- (a) in the case of Garmin-Cayman, Garmin Ltd., P.O. Box 10670, Grand Cayman KY1-1006, Suite 3206B, 45 Market Street, Gardenia Court, Camana Bay, Cayman Islands, marked for the attention of the Company Secretary;
 - (b) in the case of Garmin-Switzerland: Garmin Ltd., c/o Klauser & Partner AG, Pestalozzistrasse 2, 8200 Schaffhausen, Switzerland;
 - (c) in the case of any Scheme Shareholder, his, her or its address as it appeared on the Register immediately prior to the Transaction Time; and
 - (d) in the case of any other person, any address set forth for that person in any agreement entered into in connection with this Scheme or the last known address according to the records of Garmin-Cayman, or by fax or email to its last known fax number or email address according to the records of Garmin-Cayman.
11. In proving service, it shall be sufficient proof, in the case of a notice sent by post, that the envelope was properly stamped, addressed and placed in the post.
12. Without limiting the manner in which notice or other written communication may be given or deemed given pursuant to any other clause of this Scheme, any notice or other written communication to be given under this Scheme shall be deemed to have been served as provided in Articles 142 to 145 of Garmin-Cayman's Articles of Association.
13. The accidental omission to send any notice, written communication or other document in accordance with Clauses 10 or 11 above or the non-receipt of any such notice by a Scheme Shareholder, shall not affect the provisions of this Scheme.
14. Garmin-Cayman shall not be responsible for any loss or delay in the transmission of any notices, or other documents posted by or to a Scheme Shareholder, which shall be posted at the risk of such Scheme Shareholder.
15. Garmin-Switzerland shall give notification of this Scheme having become effective. Garmin-Cayman shall give notification if it decides to terminate or abandon the Scheme pursuant to Clause 8 above. This notification, and any other notice or other written communication that is required to be given to all or substantially all of the Scheme Shareholders, may (but is not required to) be made by issuing a press release.
16. The operative terms of this Scheme shall be governed by, and construed in accordance with, the laws of the Cayman Islands and the Scheme Shareholders hereby agree that the courts of the Cayman Islands shall have exclusive jurisdiction to hear and determine any Proceeding and to settle any dispute which arises out of or connected with the terms of this Scheme or their implementation or out of any action taken or omitted to be taken under this Scheme or in connection with the administration of this Scheme and for such purposes, the Parties irrevocably submit to the jurisdiction of the courts of the Cayman Islands.
17. If any provision (or any part of any provision) of this Scheme is found by the Cayman Court to be illegal or unenforceable, it shall be severed from this Scheme and the remaining provisions of this Scheme shall continue in force.
18. Notwithstanding any other clause of this Scheme, unless Part 1 of this Scheme has become effective on or before December 31, 2010 (or such later date, if any, as the Cayman Court may allow), this Scheme shall lapse and be of no further effect.

Dated [*], 2010