

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS
FILED PURSUANT TO RULE 13d-1(a) AND
AMENDMENTS THERETO FILED PURSUANT TO RULE 13d-2(a)

(Amendment No. _____)1/

MarineMax, Inc.
(Name of Issuer)

Common Stock, par value \$.001 per share
(Title of Class of Securities)

567908 10 8
(CUSIP Number)

Mary D. Allen
Vice President, General Counsel and Secretary
Brunswick Corporation
1 North Field Court
Lake Forest, Illinois 60045
(847) 735-4822
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

June 5, 1998
(Date of Event which Requires Filing of This Statement)

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

(Continued on following pages)

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

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

Brunswick Corporation

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a)

(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS*
WC

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEM 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

7 SOLE VOTING POWER 1,861,200

NUMBER OF 8 SHARED VOTING POWER -0-
SHARES

BENEFICIALLY 9 SOLE DISPOSITIVE POWER 1,861,200
OWNED BY EACH

REPORTING 10 SHARED DISPOSITIVE POWER -0-
PERSON WITH

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
1,861,200

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 14.1%

14 TYPE OF REPORTING PERSON*
HC

*SEE INSTRUCTIONS BEFORE FILLING OUT!

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Item 1. Security and Issuer.

The class of equity securities to which this statement on Schedule 13D (this "Statement") relates is the Common Stock, par value \$.001 per share (the "Common Stock") of MarineMax, Inc., a Delaware corporation ("MarineMax"), with principal executive offices located at 18167 US North #499, Clearwater, Florida 33764.

Item 2. Identity and Background.

This Statement is filed by Brunswick Corporation, a Delaware corporation ("Brunswick"). Brunswick is a multinational, branded consumer products company serving the outdoor and indoor active recreation markets. Brunswick operates in two business segments: Recreation and Marine. The Recreation segment consists of the Brunswick Outdoor Recreation Group, the Life Fitness Division and the Brunswick Indoor Recreation Group. The Marine segment consists of the Mercury Marine Group, Sea Ray Group and US Marine Division. The address of the principal business and principal office of Brunswick is 1 North Field Court, Lake Forest, Illinois 60045.

The following table sets forth the names and positions of each executive officer of Brunswick. Unless otherwise indicated below, the address of each executive officer is 1 North Field Court, Lake Forest,

Illinois 60045.

Name	Position
Peter N. Larson	Chairman and Chief Executive Officer
Peter B. Hamilton	Senior Vice President and Chief Financial Officer
Mary D. Allen	Vice President, General Counsel and Secretary
George W. Buckley	Corporate Vice President and President -- Mercury Marine Group W 6250 Pioneer Road Fond du Lac, Wisconsin 54936
Kathryn J. Chieger	Vice President -- Corporate and Investor Relations
Jim W. Dawson	Corporate Vice President and President -- Brunswick Outdoor Recreation Group 6101 E. Apache Tulsa, Oklahoma 74115
Frederick J. Florjancic, Jr.	Corporate Vice President and President -- Brunswick Indoor Recreation Group
Dudley E. Lyons	Vice President -- Strategic Business Development
Richard S. O'Brien	Vice President and Treasurer
Victoria J. Reich	Vice President and Controller
James A. Schenk	Vice President -- Acquisitions

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Robert L. Sell	Vice President and Chief Information Officer
Kenneth B. Zeigler	Vice President and Chief Human Resources Officer
Judith P. Zelisko	Vice President -- Tax
William J. Barrington	President -- Sea Ray Group 2600 Sea Ray Boulevard Knoxville, Tennessee 37914
Augustine L. Nieto	President -- Life Fitness Division 10601 W. Belmont Avenue Franklin Park, Illinois 60131
J. Roger Patterson	President -- US Marine Division 17825 59th Avenue, N.E. Arlington, Washington 98223

The following table sets forth the names of the directors of Brunswick, their principal employment and the name and address of any corporation or other organization in which such employment is conducted.

<TABLE>
<CAPTION>

Name	Principal Employment	Name and Address where Employed
<S>	<C>	<C>
Peter N. Larson	Chairman and Chief Executive Officer	Brunswick Corporation 1 North Field Court Lake Forest, Illinois 60045
Nolan D. Archibald	Chairman of the Board, President and Chief Executive Officer	The Black & Decker Corporation 701 E. Joppa Road Towson, Maryland 21286
Jeffrey L. Bleustein	President and Chief Executive	Harley-Davidson, Inc. 3700 W. Juneau Ave. Milwaukee, Wisconsin 53208 P.O. Box 653 Milwaukee, Wisconsin 53201
Kenneth Roman	Independent Consultant	444 Madison Ave., 19th Floor New York, New York 10022
Bettye Martin Musham	President and Chief Executive Officer	Gear Holdings, Inc. Room 3701, 37th Floor 512 Seventh Avenue New York, New York 10018
Peter Harf	Chairman and Chief Executive Officer	Joh. A. Benckiser GmbH and Coty Inc. 1325 Sixth Avenue, 34th Floor New York, New York 10019
Jay W. Lorsch	Professor	Harvard University Graduate School of Business Administration Morgan Hall 337 Boston, Massachusetts 02163

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<CAPTION>

Name	Principal Employment	Name and Address where Employed
<S>	<C>	<C>
Michael J. Callahan	Executive Vice President and Chief Financial Officer	FMC Corporation 200 E. Randolph Dr., 67th Floor Chicago, Illinois 60601
Manuel A. Fernandez	Chairman and Chief Executive Officer	Gartner Group, Inc. 56 Top Gallant Road P.O. Box 10212 Stamford, Connecticut 06904
Rebecca P. Mark	Vice Chairman	Enron Corp. 333 Clay Street, 21st Floor Houston, Texas 77002
Roger W. Schipke	Private Investor	1206 Mazeland Drive Bel Air, Maryland 21015

</TABLE>

During the last five years, neither Brunswick nor any of its directors or executive officers has been convicted in any criminal proceeding.

During the last five years, neither Brunswick nor any of its directors or executive officers has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding is or was subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or State securities laws or finding any violation with respect to such laws.

Each of the directors and executive officers of Brunswick is a citizen of the United States, with the exceptions of Peter Harf, who is a citizen of Germany and George W. Buckley, who is a citizen of the United Kingdom.

Item 3. Source and Amount of Funds or Other Consideration.

The Common Stock to which this Statement relates was purchased by Brunswick pursuant to the Restated Agreement Relating To The Purchase Of MarineMax Common Stock, dated April 28, 1998 (the "Purchase Agreement"), entered into by and between MarineMax and Brunswick. The Purchase Agreement is discussed in Item 6. Pursuant to the Purchase Agreement, Brunswick paid U.S. \$21,636,450 for the Common Stock. The funds for the purchase were obtained from the working capital of Brunswick.

Item 4. Purpose of Transaction.

MarineMax was formed in January of 1998 to acquire several dealers that operate in the recreational boat industry. MarineMax currently consists of the following six wholly owned subsidiaries: Bassett Boat Company of Florida; Louis DelHomme Marine; Gulfwind USA, Inc.; Gulfwind South, Inc.; Harrison's Boat Center, Inc. and Harrison's Marine Centers of Arizona, Inc.; and Stovall Marine, Inc. (the "Merged Companies"). MarineMax is the largest recreational boat dealer in the United States, and the nation's largest retailer of Sea Ray, Boston Whaler, and other boats manufactured by Brunswick. Sales of new Brunswick boats accounted for 84% of MarineMax's new boat sales in calendar 1997.

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At the time of the acquisitions described above, Brunswick had dealer agreements in place with each of the Merged Companies that required the dealer to obtain Brunswick's consent to any change in the ownership of the dealer. Brunswick and MarineMax disputed the applicability of the change in control provisions of the dealer agreements. Brunswick was also concerned about its negotiating posture in light of the large percentage of Brunswick boats that MarineMax sold through its six dealers.

In order to avoid a long and costly dispute, Brunswick consented to the mergers in return for MarineMax's promise to pay Brunswick \$15.0 million no later than December 31, 1998. In addition, in order to foster a long-term and mutually beneficial relationship between MarineMax and Brunswick, both parties entered into several agreements that allow Brunswick to participate in the ownership and governance of MarineMax. These agreements are discussed in greater detail in Item 6. Pursuant to the Purchase Agreement, Brunswick was allowed to acquire a 14.1% equity interest in MarineMax.

Except as set forth above or as set forth in Item 6 of this Statement, Brunswick has no present plans or proposals which may relate to or would result in any of the following:

- (a) The acquisition by any person of additional securities of the issuer, or the disposition of securities of the issuer;
- (b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the issuer or any of its subsidiaries;
- (c) A sale or transfer of a material amount of assets of the issuer or of any of its subsidiaries;
- (d) Any change in the present board of directors or management of the issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (e) Any material change in the present capitalization or dividend policy of the issuer;
- (f) Any other material change in the issuer's business or corporate structure, including but not limited to, if the issuer is a registered closed-end investment company, any plans or proposals to make any changes in its investment policy for which a vote is required by Section 13 of the Investment Company Act of 1940;
- (g) Changes in the issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the issuer by any person;
- (h) Causing a class of securities of the issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) A class of equity securities of the issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or
- (j) Any action similar to any of those enumerated above.

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Item 5. Interest in Securities of the Issuer.

- (a) 1,861,200 shares of MarineMax Common Stock (14.1%) are beneficially owned by Brunswick.
- (b) Brunswick has sole voting and dispositive power with respect to all shares of MarineMax Common Stock identified in Item 5(a).
- (c) None.
- (d) Not applicable.
- (e) Not applicable.

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

Purchase Agreement

MarineMax and Brunswick entered into a Restated Agreement Relating To The Purchase Of MarineMax Common Stock, dated as of April 28, 1998 (the "Purchase Agreement"). The Purchase Agreement set forth the terms under which Brunswick was given the opportunity to acquire an ownership interest in MarineMax. The following summary does not purport to be complete and is qualified in its entirety by the Purchase Agreement which has been filed as an exhibit to this Statement.

At the time of execution of the Purchase Agreement, MarineMax intended to close an initial public offering of its Common Stock ("IPO") as soon as practical. Pursuant to the Purchase Agreement, MarineMax afforded Brunswick the opportunity, on an all or none basis, to purchase shares of the Common Stock of MarineMax that would constitute 14.1% of the issued and outstanding Common Stock of MarineMax after giving effect to the IPO including any overallotment option granted to the underwriters of the IPO. If Brunswick determined to purchase the Common Stock, it was required to purchase the Common Stock for cash contemporaneously with the initial closing of the IPO and the closing of any overallotment options granted to the underwriters of the IPO. The purchase was to be at the IPO price, less underwriting discounts and commissions.

Brunswick purchased the Common Stock pursuant to the Purchase Agreement on June 5, 1998.

Stockholders' Agreement

MarineMax, Brunswick, William H. McGill Jr., Richard R. Bassett, Louis R. DelHomme and Richard C. LaManna Jr. (the four individuals known collectively as the "Senior Founders") entered into a Stockholders' Agreement, dated as of April 28, 1998 (the "Stockholders' Agreement"). After the IPO, Brunswick and the Senior Founders owned certain issued and outstanding shares of Common Stock of MarineMax. The Purpose of the Stockholders' Agreement was to set forth the rights of Brunswick and the Senior Founders to purchase or acquire certain shares of Common Stock and to encumber, sell, transfer, or otherwise dispose of certain shares

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of Common Stock whenever acquired. The following summary does not purport to be complete and is qualified in its entirety by the Stockholders' Agreement which has been filed as an exhibit to this Statement.

Subject to certain exceptions, the Stockholders' Agreement restricts the right of the senior executives (consisting of William H. McGill Jr., Richard R. Bassett, Louis R. DelHomme Jr., Richard C. LaManna Jr. and Paul Graham Stovall) and Brunswick to sell Common Stock without first complying with the provisions of the agreement. Under the Stockholders' Agreement, the senior executives may not sell any Common Stock without first offering to sell the Common Stock to Brunswick if Brunswick has not reached its Targeted Investment Percentage of 19% of the then-outstanding shares of Common Stock and then to MarineMax, the other senior executives, and Brunswick. Likewise, Brunswick may not sell any Common Stock without first offering to sell the Common Stock to MarineMax and the senior executives. In each case, the price per share will be the average closing price of the Common Stock on the New York Stock Exchange during the period commencing on the trading day the offer is made and ending on the day of the acceptance of the offer.

The Stockholders' Agreement does not restrict transfers of Common Stock resulting from a transaction that involves a change in control of MarineMax or a transaction approved by a majority of the Board of Directors. The Stockholders Agreement excepts each party from the resale restrictions for sales of Common Stock in any calendar year of up to the lesser of 1% of the issued and outstanding Common Stock or 10% of the

shares owned by the party. In addition, the senior executives will not be restricted from selling Common Stock if, at the time of the proposed sale, Brunswick owns the Targeted Investment Percentage and a majority of the members of the Board of Directors constitutes the senior executives and Other Designated Members (as described below) or if the Dealer Agreements (Sales and Service Agreements, dated April 28, 1998, entered into by Brunswick, through its Sea Ray division, and MarineMax, through each of the Merged Companies) between Brunswick and the Merged Companies are not then in full force and effect. As defined in the Stockholders' Agreement, the term "Other Designated Member" means any individual designated by MarineMax to serve as a member of its Board of Directors and agreed to by Brunswick, which approval will not be unreasonably withheld by Brunswick taking into account whether such individual has the requisite knowledge and experience in business and financial matters as to be reasonably capable of serving as a director of a public corporation with revenue, assets, and operations comparable to MarineMax. All members of MarineMax's current Board of Directors are senior executives, and the two proposed directors have been approved by Brunswick.

The Stockholders' Agreement also gives Brunswick the right to achieve and maintain its Targeted Investment Percentage through open market purchases and through purchases in any future stock offerings by MarineMax. The Stockholders' Agreement also grants Brunswick a right of first refusal on any proposed sale of MarineMax's capital stock to any person that competes with the principal lines of Brunswick's marine business.

Under the Stockholders' Agreement, Brunswick and the senior executives also have agreed to vote their Common Stock in all elections for directors of MarineMax for board nominees proposed by MarineMax's Board of Directors if such nominees are either senior executives or Other Designated Members and if, assuming the election of such persons, the majority of the Board of Directors will consist of the senior executives and Other Designated Members. In addition, Brunswick and the senior executives have agreed to vote their Common Stock in favor of all proposals and recommendations made by MarineMax's Board of Directors and submitted to a vote of MarineMax's stockholders at an annual or special meeting as long as

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such proposals or recommendations were approved by a majority of the Board of Directors of MarineMax and a majority of MarineMax's Board of Directors consists of the senior executives and Other Designated Members.

The Stockholders' Agreement has a term of 10 years. The rights of Brunswick, however, under the Stockholders' Agreement are applicable only during such time as the Dealer Agreements remain in full force and effect.

Governance Agreement

MarineMax and Brunswick entered into a Governance Agreement, dated as of April 28, 1998 (the "Governance Agreement"). Pursuant to the Governance Agreement, terms and conditions are placed on Brunswick's participation in the corporate governance of MarineMax, including restrictions on the acquisition of additional shares of Common Stock of MarineMax. The following summary does not purport to be complete and is qualified in its entirety by the Governance Agreement which has been filed as an exhibit to this Statement.

The Governance Agreement generally restricts Brunswick from owning more than its Targeted Investment Percentage of 19% of the outstanding Common Stock. The Governance Agreement prohibits Brunswick from (i) seeking to affect or influence the control of the management or Board of Directors of MarineMax or its business, operations, or policies; (ii) entering into a

voting trust or other agreement respecting the voting of Common Stock other than the Stockholders' Agreement; (iii) making or participating in any solicitation of proxies to vote Common Stock or seeking to influence any person to vote Common Stock or being a participant in any solicitation in opposition to the recommendation of the majority of MarineMax's Board of Directors with respect to any matter; (iv) initiating, proposing, or otherwise soliciting any stockholder proposals; (v) entering into any group or otherwise acting in concert with any person for the purpose of acquiring, holding, voting, or disposing of any Common Stock; or (vi) encouraging, supporting, or participating in any tender or exchange offer unless at least 51% of the then-outstanding Common Stock (excluding any Common Stock owned by Brunswick) has been tendered in response to such offer or MarineMax announces that it supports such offer.

The Governance Agreement terminates upon the earlier of (a) 10 years from the date of the agreement; (b) such time, if any, that a majority of the Board of Directors has not consisted of the senior executives and Other Designated Members for a period of 60 consecutive days; or (c) the date on which Brunswick has owned less than 5% of the Common Stock for two consecutive years; provided that Brunswick may take no actions inconsistent with the agreement for a period of six months after the termination by it of the Dealer Agreements for cause. The Governance Agreement also will be inoperative during any period that Brunswick owns less than 5% of the Common Stock.

Acquisition Agreement

MarineMax and Brunswick entered into an Agreement Relating To Acquisitions, dated April 28, 1998 (the "Acquisition Agreement"). Pursuant to the Acquisition Agreement, Brunswick is given the right to consent to the acquisition by MarineMax of additional Brunswick boat dealers. The following summary does not purport to be complete and is qualified in its entirety by the Acquisition Agreement which has been filed as an exhibit to this Statement.

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The Acquisition Agreement provides for Brunswick to cooperate in good faith and not to unreasonably withhold its consent to the acquisitions each year by MarineMax of Sea Ray boat dealers with aggregate total revenue not exceeding 20% of MarineMax's revenue in its prior fiscal year. The Stovall Acquisition will not count against the 20% benchmark. Any acquisitions in excess of the 20% benchmark will be at Brunswick's discretion. In the event that MarineMax's sales of Sea Ray boats exceed 49% of the sales of Sea Ray boats by all Sea Ray boat dealers (including MarineMax) in any fiscal year of Brunswick, the agreement provides that MarineMax and Brunswick will negotiate in good faith the standards for acquisitions of Sea Ray boat dealers by MarineMax during Brunswick's next succeeding fiscal year but that Brunswick may grant or withhold its consent to any such acquisition in its sole discretion for as long as MarineMax's Sea Ray boat sales exceed the 49% benchmark.

Item 7. Material to be Filed as Exhibits.

- (a) Restated Agreement Relating To The Purchase Of MarineMax Common Stock, dated April 28, 1998, by and between MarineMax, Inc. and Brunswick Corporation.
- (b) Stockholders' Agreement, dated April 28, 1998, by and among MarineMax, Inc., Brunswick Corporation, and Senior Founders (incorporated by reference to Exhibit 10.9 to MarineMax's Registration Statement on FormS-1, Registration No. 333-47873).
- (c) Governance Agreement, dated April 28, 1998, by and between MarineMax, Inc. and Brunswick Corporation

(incorporated by reference to Exhibit 10.10 to MarineMax's Registration Statement on Form S-1, Registration No 333-47873)

- (d) Agreement Relating To Acquisitions, dated April 28, 1998, by and between MarineMax, Inc. and Brunswick Corporation (incorporated by reference to Exhibit 10.11 to MarineMax's Registration Statement on Form S-1, Registration No. 333-47873).

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SIGNATURE

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

Date: June 29, 1998 BRUNSWICK CORPORATION

By: /s/ Mary D. Allen

Mary D. Allen
Vice President, General Counsel
and Secretary

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EXHIBIT INDEX

No.	Page
(1) Restated Agreement Relating To The Purchase Of MarineMax Common Stock, dated April 28, 1998, by and between MarineMax, Inc. and Brunswick Corporation.	13
(2) Stockholders' Agreement, dated April 28, 1998, by and among MarineMax, Inc., Brunswick Corporation, and Senior Founders (incorporated by reference to Exhibit 10.9 to MarineMax's Registration Statement on Form S-1, Registration No. 333-47873).	
(3) Governance Agreement, dated April 28, 1998, by and between MarineMax, Inc. and Brunswick Corporation. (incorporated by reference to Exhibit 10.10 to MarineMax's Registration Statement on Form S-1, Registration No 333-47873)	
(4) Agreement Relating To Acquisitions, dated April 28, 1998, by and between MarineMax, Inc. and Brunswick Corporation (incorporated by reference to Exhibit 10.11 to MarineMax's Registration Statement on Form S-1,	

Registration No. 333-47873).

RESTATED AGREEMENT RELATING TO THE PURCHASE
OF MARINEMAX COMMON STOCK

between

MARINEMAX, INC.

and

BRUNSWICK CORPORATION

April 28, 1998

RESTATED AGREEMENT RELATING TO THE PURCHASE
OF MARINEMAX COMMON STOCK

RESTATED AGREEMENT RELATING TO THE PURCHASE OF MARINEMAX COMMON STOCK dated as of the 28th day of April 1998 between MARINEMAX, INC., a Delaware corporation ("MarineMax"); and BRUNSWICK CORPORATION, a Delaware corporation for itself and on behalf of its subsidiaries and affiliates including the Sea Ray Division of Brunswick ("Brunswick").

R E C I T A L S

A. MarineMax has completed merger transactions (the "Mergers") involving Bassett Boat Company of Florida, Louis DelHomme Marine, Gulfwind Marine, USA, Gulfwind Marine South, and Harrison's Marine Centers as well as their affiliated and subsidiary companies (collectively, the "Merged Companies") as a result of which the Merged Companies became wholly owned subsidiaries of MarineMax.

B. The Merged Companies sell and service various boats manufactured by Brunswick or subsidiaries or divisions of Brunswick ("Brunswick Affiliates," which includes the Sea Ray Division of Brunswick), including Sea Ray pleasure boats, Boston Whaler fishing boats, and Baja high-performance boats pursuant to various dealer agreements of even date (the "Dealer Agreements") between the Merged Companies and the relevant Brunswick Affiliates.

C. MarineMax and Brunswick entered into a settlement agreement dated as of March 12, 1998 (the "Settlement Agreement") pursuant to which Brunswick and the Brunswick Affiliates consented to a change in the ownership of each of the Merged Companies resulting from the Mergers.

D. It is the intention of MarineMax to close an initial public offering of its Common Stock (the "IPO") as soon as practicable.

E. MarineMax intends that its growth will be achieved both internally and through acquisitions.

F. MarineMax and Brunswick desire to reach an understanding relating to a long-term relationship between MarineMax on the one hand and Brunswick and the Brunswick Affiliates including the Sea Ray Division on the other hand, including long-term dealer agreements, an ownership interest by Brunswick in MarineMax, provisions relating to the purchase and sale of MarineMax Common Stock in certain circumstances, and provisions relating to the governance of MarineMax.

G. This Agreement sets forth the terms under which Brunswick will have the opportunity to acquire an ownership interest in MarineMax.

A G R E E M E N T

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. APPROVAL OF THE IPO. Brunswick hereby agrees that the IPO will not violate the terms of the Dealer Agreements.

2. PURCHASE BY BRUNSWICK OF INITIAL PUBLIC OFFERING STOCK OF MARINEMAX. MarineMax shall afford Brunswick, on an all or none basis, the opportunity to purchase shares of the Common Stock of MarineMax that will constitute 14.1% of the issued and outstanding Common Stock of MarineMax after

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giving effect to the IPO including any overallotment option granted to the underwriters of the IPO (the "Initial Ownership Percentage"). As soon as practicable after the date of this Agreement, Brunswick shall inform MarineMax whether or not it intends to purchase such shares subject to the early termination or expiration of the pre-merger notification period under the Hart-Scott-Rodino Antitrust Improvement Act of 1976, the effectiveness of the registration statement filed with the Securities and Exchange Commission relating to the IPO including the shares to be issued to Brunswick (the "Registration Statement"), and the delivery of a final prospectus covering the shares to be issued to Brunswick, but such indication shall not constitute a legal obligation of Brunswick to purchase the shares and MarineMax shall have no recourse against Brunswick if Brunswick does not purchase the shares. If Brunswick determines to purchase the shares, Brunswick shall purchase the shares for cash contemporaneously with the initial closing of the IPO and the closing of any overallotment options granted to the underwriters of the IPO. The purchase will be at the IPO price, less underwriting discounts and commissions. The shares to be issued to Brunswick may be issued under a registration statement different from the Registration Statement covering the shares issued to the public in the IPO in order to reflect the different manner of distribution (together, the "Registration Statements"). If Brunswick determines to purchase the shares following the effectiveness of the Registration Statement and to the extent permitted by applicable law and regulations, Brunswick will execute standard agreements reasonably acceptable to Brunswick confirming its suitability under applicable securities laws to make the purchase, agreeing to a six-month lockup for any shares purchased by it, and providing to MarineMax and MarineMax's underwriters with Brunswick's commitment to purchase such shares. If Brunswick does not purchase the Initial Ownership Percentage as contemplated hereby, Brunswick shall not purchase any shares of Common Stock of MarineMax for at least six months after the completion of the IPO. Any commitment by Brunswick to purchase shares shall expire on the earlier of (a) the completion of the IPO, (b) the withdrawal of the Registration Statement, (c) the occurrence of a material adverse change in the business and financial condition of MarineMax since the date of such Registration Statement, or (d) six months from the date of the commitment.

3. INDEMNIFICATION OF BRUNSWICK. MarineMax hereby indemnifies and holds harmless Brunswick and each person who controls Brunswick (within the meaning of Section 15 of the Securities Act of 1933) against any and all losses, claims, damages, liabilities, and expenses (including reasonable costs of investigation and counsel fees) caused by (a) any untrue statement of a material fact contained in the Registration Statements in the form declared effective or in any amendment or supplement thereto except for

information relating to Brunswick furnished in writing by Brunswick expressly for use in connection with the Registration Statements or in any amendment or supplement thereto, or (b) any omission to state in the Registration Statements any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading, excepting such information furnished in writing by Brunswick.

4. GENERAL.

(a) NOTICES. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered against receipt, or upon the receipt of a facsimile copy, or three days after being deposited in the United States mail, postage prepaid, registered or certified mail, addressed as follows:

If to the Company, to:	With a copy to:
MarineMax, Inc. Attn: Mr. William H. McGill Jr. 18167 US North #499 Clearwater, Florida 33764 Tel: 813-531-1700 Fax: 813-531-0123	O'Connor, Cavanagh, Anderson, Killingsworth & Beshears, P.A. Attn: Robert S. Kant, Esq. One East Camelback Road, Suite 1100 Phoenix, Arizona 85012 Tel: 602-263-2606 Fax: 602-263-2900

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If to Brunswick, to:	With a copy to:
Brunswick Corporation Attn: Mr. Peter Larson 1 North Field Court Lake Forest, Illinois 60045 Tel: (847) 735-4822 Fax: (847) 735-4425	Brunswick Corporation Attn: General Counsel 1 North Field Court Lake Forest, Illinois 60045 Tel: (847) 735-4305 Fax: (847) 735-4050

and/or to such other respective addresses and/or addressees as may be designated by notice given in accordance with the provisions of this Section.

(b) SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives, executors, heirs and successors; provided, however, that no party hereto shall have the right to assign any right hereunder or delegate any obligation hereunder, in whole or in part, without the prior written consent of the other parties hereto, and any attempt to do so shall be void.

(c) AMENDMENT, MODIFICATION, OR WAIVER. No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, and specifying with particularity the nature and extent of such amendment, modification, or waiver. Failure on the part of any party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. Any waiver by any party of any default of another party shall not affect or impair any right arising from any other or subsequent default. Nothing herein shall limit the remedies and rights of the parties hereto under and pursuant to this Agreement.

(d) SEVERABLE PROVISIONS; ENFORCEABILITY. Each provision of this Agreement is intended to be severable. If any provision hereof shall be declared by a court of competent jurisdiction to be illegal, unenforceable, or invalid for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the validity of the remainder of this Agreement.

(e) ENTIRE AGREEMENT. Except for the Dealer Agreements, the Stockholders' Agreement, the Governance Agreement, and the Agreement Relating to Acquisitions, this Agreement, including the exhibits and schedules hereto, contains the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, express or implied, oral or written, among the parties with respect to such subject matter. The express terms of this Agreement shall control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. Each of the exhibits and schedules hereto is incorporated herein by this reference and constitutes a part of this Agreement.

(f) COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same agreement. This Agreement shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto.

(g) GOVERNING LAW. This Agreement shall be governed by, and construed and enforced in accordance with, the law of the state of Delaware, regardless of any applicable conflict-of-law rules to the contrary.

(h) CONSTRUCTION. The parties hereto acknowledge that each party was represented by legal counsel (or had the opportunity to be represented by legal counsel) in connection with this Agreement and that each of them and their counsel have reviewed and revised this Agreement, or have had an

opportunity to do so, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or any exhibits hereto or thereto.

(i) ADDITIONAL ACTIONS. Each party hereto agrees to do all acts and things and to make, execute, and deliver such written instruments and documents as shall from time to time be reasonably required to carry out the terms of this Agreement.

(j) REMEDIES CUMULATIVE. The remedies of the parties hereto under this Agreement are cumulative and shall not exclude any other remedies to which any party may be lawfully entitled.

(k) AUTHORITY. Each individual signing below personally represents that he or she has full authority to bind the party or parties on whose behalf he or she is signing.

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

MARINEMAX, INC.

By: /s/

Name: _____

Title: _____

BRUNSWICK CORPORATION

By: /s/

Name: _____

Title: _____

