

EVIDENCE OF CONTINUOUS OWNERSHIP

Instructions Regarding Evidence of Continuous Ownership

Reference is made to the Agreement and Plan of Merger (the “*Merger Agreement*”), dated as of May 4, 2025, by and among Beach Acquisition Co Parent, LLC, a Delaware limited liability company (“*Parent*”), Beach Acquisition Merger Sub, Inc., a Delaware corporation and Skechers U.S.A., Inc., a Delaware corporation. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Merger Agreement.

To make a Mixed Election for your shares of Company Common Stock in accordance with the terms and conditions of the Merger Agreement, you must provide the Exchange Agent, no later than the Election Deadline, with evidence, in a form reasonably satisfactory to Parent, that you held the Company Common Stock on which the Mixed Election is made on the close of business on May 2, 2025 and have continuously held such Company Common Stock (and beneficial ownership thereof has not been Transferred) since such time, in each case, not subject to forfeiture. Under the Merger Agreement, shares of Company Common Stock will be deemed “*Transferred*” if the beneficial owner thereof:

- directly or indirectly, sells, transfers, assigns, or similarly disposes of, either voluntarily or involuntarily, by operation of law or otherwise such shares of Company Common Stock;
- enters into a short sale with respect to such shares of Company Common Stock;
- enters into or acquires a derivative contract with respect to such shares of Company Common Stock;
- enters into or acquires a futures or forward contract to deliver such shares of Company Common Stock;
- enters into any other hedging or other derivative, swap, “put-call,” margin, securities lending or other transaction that has or reasonably would be expected to have the effect of changing, limiting, arbitraging or reallocating the economic benefits and risks of ownership of such shares of Company Common Stock; or
- enters into any contract, option, or other arrangement or understanding with respect to the sale, transfer, assignment, or similar disposition of, any Company Common Stock owned by a Person or any interest (including a beneficial interest) in any Company Common Stock owned by a Person.

Shares of Company Common Stock that have been “*Transferred*” since the close of business on May 2, 2025 are not eligible to be converted into the Mixed Election Consideration and will be converted into Cash Election Consideration.

To make a Mixed Election, the beneficial owner of the shares of Company Common Stock on which such Mixed Election is made must complete the enclosed Affidavit of Continuous Ownership. If any of the shares of Company Common Stock on which a Mixed Election is made are owned by two or more joint owners, all such owners must sign an Affidavit of Continuous Ownership exactly as written on the face of the certificate(s). Personally identifiable information and other sensitive information that is not relevant to your ownership of the Company Common Stock may be redacted. Note that the Affidavit of Continuous Ownership is not required in order to make a Cash Election.

Parent and the Exchange Agent may request additional evidence to support the information provided in your Affidavit of Continuous Ownership.

Parent shall have reasonable discretion to determine whether any election has been properly or timely made, and any good faith decisions of Parent regarding such matters shall be binding and conclusive. Skechers, Parent and the Exchange Agent (with the consent of Skechers and Parent) reserve the right to modify or implement any rules that are consistent with the Merger Agreement and the Letter of Election and Transmittal for the implementation of Mixed Elections as shall be necessary or desirable to effect such elections in accordance with the terms of the Merger Agreement.

By submitting a signed Affidavit of Continuous Ownership the undersigned is swearing to the truth of the statements contained therein and the genuineness of any documents submitted in connection therewith, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, may subject you to civil liability or criminal prosecution and result in you forfeiting the Mixed Election Consideration.

Any questions regarding evidence of continuous ownership of your shares of Company Common Stock should be directed to the Information Agent.

AFFIDAVIT OF CONTINUOUS OWNERSHIP

Reference is made to the Agreement and Plan of Merger (the “***Merger Agreement***”), dated as of May 4, 2025, by and among Beach Acquisition Co Parent, LLC, a Delaware limited liability company (“***Parent***”), Beach Acquisition Merger Sub, Inc., a Delaware corporation and Skechers U.S.A., Inc., a Delaware corporation.

The undersigned hereby certifies as follows (initialing each statement to affirm its accuracy):

Initials _____

1. The undersigned is the sole beneficial owner of the shares of the Class A Common Stock, par value \$0.001 per share, and Class B Common Stock, par value \$0.001 per share, of Skechers U.S.A., Inc. set forth on Exhibit A hereto (the “***Applicable Shares***”).

Initials _____

2. The undersigned has continuously held the Applicable Shares from the close of business on May 2, 2025 through the date hereof, and the Applicable Shares have not been subject to forfeiture at any time during such period.
3. From the close of business on May 2, 2025 through the date hereof, the undersigned:
 - a. **has not** directly or indirectly, sold, transferred, assigned, or similarly disposed of, either voluntarily or involuntarily, by operation of law or otherwise the Applicable Shares;
 - b. **has not** entered into a short sale with respect to the Applicable Shares;
 - c. **has not** entered into or acquired a derivative contract with respect to the Applicable Shares;
 - d. **has not** entered into or acquired a futures or forward contract to deliver the Applicable Shares;
 - e. **has not** entered into any other hedging or other derivative, swap, “put-call,” margin, securities lending or other transaction that has or reasonably would be expected to have the effect of changing, limiting, arbitraging or reallocating the economic benefits and risks of ownership of the Applicable Shares; and
 - f. **has not** entered into any contract, option, or other arrangement or understanding with respect to the sale, transfer, assignment, or similar disposition of, any Company Common Stock owned by a person or any interest (including a beneficial interest) in any Company Common Stock owned by a person.

Initials _____

Initials _____

Initials _____

Initials _____

Initials

4. The undersigned covenants to continue to hold, and not take any of the actions set forth in items 3(a) – 3(f) above with respect to the Applicable Shares through the effective time of the merger contemplated by the Merger Agreement (the “**Merger**”) and has no plan, arrangement or intention to take any of the actions set forth in items 3(a) – 3(f) above with respect to any of the Applicable Shares prior to such time. The undersigned also acknowledges that if it takes any such actions, the undersigned is not entitled to the Mixed Consideration.

Initials

5. If any of the statements made in this Affidavit of Continuous Ownership become untrue, incomplete or inaccurate prior to the effective time of the Merger, the undersigned will promptly notify Parent and the exchange agent, Equiniti Trust Company, LLC (the “**Exchange Agent**”), in writing of such change and provide updated information and documentation as may be reasonably requested.

Initials

6. The undersigned acknowledges and agrees that Parent and the Exchange Agent may request additional evidence to support the information provided herein.

Initials

7. The undersigned understands that by submitting a signed Affidavit of Continuous Ownership the undersigned is swearing to the truth of the statements contained herein and the genuineness of any documents submitted in connection therewith, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, may subject the undersigned to civil liability or criminal prosecution and result in the undersigned forfeiting the Mixed Election Consideration.

The undersigned declares, under penalty of perjury under the laws of Delaware, that the foregoing is true and correct in all respects.

Executed this ____ day of _____ 2025.

If an individual:

Name:

If an entity:

By: _____

Name:

Title:

NOTARY ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____ 2025

Notary Public

My Commission Expires: _____

EXHIBIT A
APPLICABLE SHARES

Certificate No(s)	Number of Shares
TOTAL SHARES <input type="checkbox"/>	

[*Exhibit A to Affidavit of Continuous Ownership*]