

Transfer Request Form



Adams Street Private Equity Navigator Fund LLC

Effective as of July 2025

This transfer request form is utilized to facilitate the transfer of shares of beneficial interest (the "Shares") of Adams Street Private Equity Navigator Fund LLC (the "Fund"). A shareholder may assign, transfer, sell, encumber, pledge or otherwise dispose of Shares (a "transfer") only: (i) by operation of law in connection with the death, divorce, bankruptcy, insolvency or adjudicated incompetence of the shareholder; or (ii) under other limited circumstances, with the prior consent of the Fund, which may be withheld in its sole discretion and is expected to be granted, if at all, only under extenuating circumstances. This transfer form should be read in connection with the subscription agreement and the limited liability company agreement, as may be amended, restated or otherwise modified from time to time. Unless otherwise defined herein, capitalized terms used in this transfer form will have the meanings given to such terms in the subscription agreement.

Notice to the Fund of any proposed transfer must include evidence satisfactory to the Fund that the proposed transferee, at the time of transfer, meets any requirements imposed by the Fund with respect to investor eligibility and suitability. **Notice of a proposed transfer of Shares also must be accompanied by a properly completed subscription document in respect of the proposed transferee.** In connection with any request to transfer Shares, the Fund may require the shareholder requesting the transfer to obtain, at the shareholder's expense, an opinion of counsel selected by the Fund as to such matters as the Fund may reasonably request. Each transferring shareholder and transferee may be charged reasonable expenses, including, but not limited to, attorneys' and accountants' fees, incurred by the Fund in connection with the transfer.

By subscribing for Shares, each shareholder agrees to indemnify and hold harmless the Fund, the Board, the Adviser, and each other shareholder, and any affiliate of the foregoing and any of their employees, officers or directors against all losses, claims, damages, liabilities, costs, and expenses (including legal or other expenses incurred in investigating or defending against any losses, claims, damages, liabilities, costs, and expenses or any judgments, fines, and amounts paid in settlement), joint or several, to which such persons may become subject by reason of or arising from any transfer made by that shareholder in violation of the limited liability company agreement or any misrepresentation made by that shareholder in connection with any such transfer.

Please note that all information in this transfer request form must be completed and executed in order for a transfer request to be reviewed. The sections of this transfer request form related to the transferor and the transferee must be submitted simultaneously. Both the transferor and the transferee must complete the acknowledgement and signature page before any transfer will be accepted by the Fund. You must immediately notify the Fund in the event that any of the representations or warranties or other information provided herein or in the subscription agreement is or becomes inaccurate or incomplete in any respect.

For more information, please contact the Fund at:

Phone Number: 844-705-0580

E-mail: AdamsStreet_RegAlts_INQ@StateStreet.com**U.S Mailing and Overnight Address:**

Adams Street Private Equity Navigator Fund LLC

c/o State Street Corporation

Attention: Transfer Agency

1776 Heritage Drive

Mail Code: JAB3

North Quincy, MA 02171

Investor Name

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The following information is required for any transfer request:

1. Transferor Information (Indicate the exact name of the transferor and include any custodial information)

Transferor, Trustee or Custodian (as applicable)	Co-Transferor, Trustee or Custodian (as applicable)
Transferor Social Security / Taxpayer ID #	Co-Transferor Social Security / Taxpayer ID #
Investor Account Number	Trustee or Custodian Tax ID # (as applicable)
Brokerage Account Number (as applicable)	

If transferring out of a trust account, please check appropriate box:

- ☐ Grantor Trust ☐ Non-Grantor Trust

2. Reason for Transfer (check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Re-Registration (change of name, individual to trust, etc.) but otherwise no change to the ultimate beneficial owner of the Shares | <input type="checkbox"/> Divorce (please include a copy of the divorce decree) |
| <input type="checkbox"/> Bankruptcy or Insolvency | <input type="checkbox"/> Dissolution |
| <input type="checkbox"/> Secondary Market Transfer: \$ _____ | <input type="checkbox"/> Adjudicated Incompetence |
| <input type="checkbox"/> Death (please include a copy of the death certificate): | <input type="checkbox"/> Gift |
| | <input type="checkbox"/> Other (please specify): |

Name of Deceased and Date of Death

3. Transfer Amount

Number/Percentage of Shares to be Transferred

Share Class:

- ☐ Class I Shares ☐ Class D Shares ☐ Class S Shares ☐ Class M Shares

4. Proposed Transferee Information

Proposed Transferee, Trustee or Custodian (as applicable)	Proposed Co-Transferee, Trustee or Custodian (as applicable)
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NOTE: Notice of a proposed transfer of Shares must be accompanied by a properly completed subscription document in respect of the proposed transferee.

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Acknowledgement and Signature (Current Shareholder and Transferor)

YOU MUST COMPLETE THIS SECTION BEFORE ANY TRANSFER WILL BE ACCEPTED BY THE FUND.

By signing below, under penalty of perjury, I certify that:

- 1. I am requesting to transfer my investment in the Fund on the terms and conditions contained in this transfer request form, in the subscription agreement and in the Fund's limited liability company agreement, as may be amended, restated or otherwise modified from time to time.
- 2. The information shown on this transfer request form is correct and shall be deemed to be part of the subscription agreement.
- 3. The representations, warranties, agreements, undertakings and acknowledgements made by me in the subscription agreement and, as applicable, in this transfer request form, (a) are true and correct as of the date hereof and will be true and correct as of the date of the Fund's acceptance of the transfer and (b) were or are made with the intent that they be relied upon by the Fund in determining whether to approve the transfer, and shall survive my investment.
- 4. I reaffirm my agreement to and acceptance of all of the terms and provisions of the subscription agreement and the limited liability company agreement, including, for the avoidance of doubt, the transfer restrictions and indemnification provisions included therein, and reaffirm my agreement to be bound thereby.
- 5. I am certifying and representing that I have possession of valid title and all requisite power to assign and transfer such Shares and that the assignment and transfer is in accordance with applicable federal and state laws and regulations and I further certify, under penalty of law, that the reason for transfer provided is correct.
- 6. I agree to provide, if requested, any additional information that may reasonably be required to enable the Fund to determine the Fund's compliance with applicable regulatory requirements or tax status. In addition, I undertake to notify the Fund immediately of any change with respect to any of the information or representations made herein or in the subscription agreement and to provide the Fund with such further information as the Fund may reasonably require.
- 7. I agree to provide, at my own expense, if requested, an opinion of counsel selected by the Fund as to such matters as the Fund may reasonably request.
- 8. I agree and understand that I may be charged reasonable expenses, including, but not limited to, attorneys' and accountants' fees, incurred by the Fund in connection with the transfer.
- 9. I authorize the Fund and its agents to act upon instructions (by phone, in writing or other means) believed to be genuine and in accordance with the procedures described in the Prospectus for this account. I agree that neither the Fund nor the Fund's transfer agent will be liable for any loss, cost or expense for acting on such instructions.

If this is an individual retirement account, the custodian or trustee of the account is also required to execute this transfer request form below:

Signature of Owner, Trustee or Custodian	Date
Signature of Joint Owner, Trustee or Custodian (if applicable)	Date
Printed Name(s) of Authorized Signer(s) (for verification purposes)	

Guarantor: Affix Medallion Signature Guarantee here.

A Medallion Signature Guarantee is required for the current shareholder and transferor or custodian signature(s). A notary public is not an acceptable guarantor.

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Acknowledgement and Signature (Proposed Transferee)

YOU MUST COMPLETE THIS SECTION BEFORE ANY TRANSFER WILL BE ACCEPTED BY THE FUND.

By signing below, under penalty of perjury, I certify that:

- 1. I am requesting to receive the transfer of an investment in the Fund on the terms and conditions contained in this transfer request form, in the subscription agreement and in the Fund's limited liability company agreement, as may be amended, restated or otherwise modified from time to time.
- 2. The information shown on this transfer request form is correct and shall be deemed to be part of the subscription agreement.
- 3. The representations, warranties, agreements, undertakings and acknowledgements made by me in the subscription agreement and, as applicable, in this transfer request form, (a) are true and correct as of the date hereof and will be true and correct as of the date of the Fund's acceptance of the transfer and (b) were or are made with the intent that they be relied upon by the Fund in determining whether to approve the transfer, and shall survive my investment.
- 4. I agree to and accept all of the terms and provisions of the subscription agreement and the limited liability company agreement, including, for the avoidance of doubt, the transfer restrictions and indemnification provisions included therein, and agree to be bound thereby.
- 5. I agree to provide, if requested, any additional information that may reasonably be required to enable the Fund to determine the Fund's compliance with applicable regulatory requirements or tax status. In addition, I undertake to notify the Fund immediately of any change with respect to any of the information or representations made herein or in the subscription agreement and to provide the Fund with such further information as the Fund may reasonably require.
- 6. I agree to provide, at my own expense, if requested, an opinion of counsel selected by the Fund as to such matters as the Fund may reasonably request.
- 7. I agree and understand that I may be charged reasonable expenses, including, but not limited to, attorneys' and accountants' fees, incurred by the Fund in connection with the transfer.
- 8. I authorize the Fund and its agents to act upon instructions (by phone, in writing or other means) believed to be genuine and in accordance with the procedures described in the Prospectus for this account. I agree that neither the Fund nor the Fund's transfer agent will be liable for any loss, cost or expense for acting on such instructions.

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Signature of Owner, Trustee or Custodian	Date
Signature of Joint Owner, Trustee or Custodian (if applicable)	Date
Printed name(s) of Authorized Signer(s) (for verification purposes)	