AMENDMENT TO  
 AGENCY AGREEMENT  
  
 THIS AMENDMENT TO AGENCY AGREEMENT (this "Amendment") is entered into as of  
the 13 day of November, 2013 (the "Effective Date") by and between ADVISORS'  
INNER CIRCLE FUND, a business trust existing under the laws of the Commonwealth  
of Massachusetts, having its principal place of business at one Xxxxxxx Xxxxxx  
Xxxx, Xxxx, Xxxxxxxxxxxx 00000 (the "Trust") and DST SYSTEMS, INC., a  
corporation existing under the laws of the State of Delaware, having its  
principal place of business at 000 Xxxx 00(xx) Xxxxxx, 0(xx) Xxxxx, Xxxxxx Xxxx,  
Xxxxxxxx 00000 ("DST").  
  
 WHEREAS, the Trust and DST entered into that certain Agency Agreement on  
the 1st day of April, 2006 to be effective as of the 1(st) day of July, 2006 (as  
previously amended, the "Agreement"). WHEREAS, the Trust and DST wish to amend  
the terms of the Agreement as outlined below .  
  
 NOW, THEREFORE, in consideration of the mutual promises, undertakings,  
covenants and conditions set forth herein, the Trust and DST agree as follows:  
  
 1. AMENDMENT TO AGREEMENT. With effect as of the Effective Date, the  
reference to March 30, 2014 as the expiration of the initial term in Section 21  
is hereby modified to be March 31(st), 2019 as the expiration of the initial  
term.  
  
 2. EFFECT ON AGREEMENT. As of the Effective Date, this Amendment shall be  
effective to amend the Agreement and to the extent of any conflict between the  
Agreement and this Amendment, this Amendment supercedes and replaces the  
Agreement.  
  
 3. EXECUTION IN COUNTERPARTS/FACSIMILE TRANSMISSION. This Amendment may be  
executed in separate counterparts, each of which will be deemed to be an  
original and all of which, collectively, will be deemed to constitute one and  
the same Amendment. This Amendment may also be signed by exchanging facsimile  
copies of this Amendment, duly executed, in which event the parties hereto will  
promptly thereafter exchange original counterpart signed copies hereof.  
  
 4. TERMINOLOGY. The words "include", "includes" and "including" will be  
deemed to be followed by the phrase "without limitation". The words "herein",  
"hereof", "hereunder" and similar terms will refer to this Amendment unless the  
context requires otherwise.  
  
 5. AGREEMENT IN FULL FORCE AND EFFECT. Except as specifically modified by  
this Second Amendment, the terms and conditions of the Agreement shall remain in  
full force and effect, and the Agreement, as amended by this Amendment, and all  
of its terms, including, but not limited to any warranties and representations  
set forth therein, if any, are hereby ratified and confirmed by the Trust and  
DST as of the Effective Date.  
  
 6. CAPITALIZED TERMS. All capitalized terms used but not defined in this  
Amendment will be deemed to be defined as set forth in the Agreement.  
  
 7. AUTHORIZATION. Each party hereby represents and warrants to the other  
that the person or entity signing this Amendment on behalf of such party is duly  
authorized to execute and deliver this  
  
  
  
Amendment and to legally bind the party on whose behalf this Amendment is  
signed to all of the terms, covenants and conditions contained in this  
Amendment.  
  
 8. GOVERNING LAW. This Amendment shall be construed according to and  
governed by the laws of the State of Delaware.  
  
 IN WITNESS WHEREOF, the parties have caused this Second Amendment to be  
executed by their duly authorized representatives as of the date first written  
above.  
  
ADVISORS' INNER CIRCLE FUND  
  
By: /s/ Xxxxxx Xxxxxxxxxx  
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Printed Name: Xxxxxx Xxxxxxxxxx  
Title: VP & Secretary  
  
DST SYSTEMS, INC.  
  
By: /s/ Xxxxxx X. Xxxxxxx  
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Printed Name: Xxxxxx X. Xxxxxxx  
Title: Vice President