



AB BOND FUND, INC.
—AB FlexFee™ High Yield Portfolio

1345 Avenue of the Americas
New York, New York 10105
Toll Free (800) 221-5672

November 30, 2020

Dear Stockholder:

The Board of Directors (“Directors”) of AB Bond Fund, Inc., a Maryland corporation and an open-end management investment company (the “Company”), is asking the stockholders of AB FlexFee High Yield Portfolio (the “Fund”), a series of the Company, to approve an amendment to the investment advisory agreement between AllianceBernstein L.P. (the “Adviser”) and the Company with respect to the Fund (the “Proposal”). The Fund’s investment advisory fee is currently structured with both a base fee and a performance-related fee that adjusts the base fee upward or downward depending on the Fund’s performance relative to its benchmark. Under the Proposal, the Fund would implement an advisory fee with breakpoints at specific asset levels (based on the Fund’s average daily net assets) and eliminate the current performance-based advisory fee.

For this purpose, you are invited to a Special Meeting of Stockholders of the Fund to be held on January 20, 2021 at 3:00 p.m., Eastern time (the “Meeting”). In light of the ongoing public health concerns regarding the COVID-19 pandemic, the Meeting will be held in a virtual meeting format only. You will be able to attend and participate in the Meeting online by visiting <http://www.meetingcenter.io/275661772> where you will be able to listen to the Meeting live, submit questions and vote.

The Proposal for the Fund is described in more detail in the attached Proxy Statement. You should review the Proxy Statement carefully and retain it for future reference.

The Directors of the Fund have given careful consideration to the Proposal and have concluded that the Proposal is in the best interests of the Fund. The Directors unanimously recommend that you vote “for” the Proposal.

No matter how many shares you own, your vote is important. By authorizing your proxy now, you can help avoid additional costs that would be incurred with follow-up letters and calls.

To vote, you may use any of the following methods:

- **By Internet.** Have your proxy card available. Go to the website listed on your card. Enter your control number from your card. Follow the instructions found on the website.
- **By Telephone.** Have your proxy card available. Call the toll-free number listed on your card. Enter your control number from your card. There is no charge to you for the call. Follow the recorded instructions.
- **By Mail.** Please complete, date and sign your proxy card before mailing it in the enclosed postage-paid envelope.
- **At the Meeting Over the Internet.** The Meeting will be held entirely online in light of the ongoing public health concerns regarding the COVID-19 pandemic. Stockholders of record as of the close of business on November 17, 2020, will be able to attend and participate in the Meeting by registering online at <http://www.meetingcenter.io/275661772> and entering the following password: ABBF2021. Even if you plan to attend the Meeting online, we recommend that you also authorize your proxy as described herein so that your vote will be counted if you decide not to attend the Meeting. Please see the “How do I attend the virtual Meeting?” section below for more details regarding the logistics of the virtual format of the Meeting.

If you have any questions before you vote, please call Computershare, at 888-916-1716. They will be happy to help you understand the Proposal and assist you in voting.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Keith', written in a cursive style.

Robert M. Keith
President

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—AB FlexFee™ High Yield Portfolio

1345 Avenue of the Americas
New York, New York 10105

**NOTICE OF SPECIAL MEETING OF STOCKHOLDERS
TO BE HELD JANUARY 20, 2021**

To the Stockholders of AB FlexFee High Yield Portfolio:

NOTICE IS HEREBY GIVEN that a Special Meeting of Stockholders (the “Meeting”) of AB FlexFee High Yield Portfolio (the “Fund”), a series of AB Bond Fund, Inc., an open-end management investment company organized as a Maryland corporation (the “Company”), is scheduled to be held in a virtual meeting format on January 20, 2021 at 3:00 p.m. Eastern time.

At the Meeting, you will be asked to consider and vote on:

- a proposal (“Proposal”) to approve an amendment to the investment advisory agreement between AllianceBernstein L.P., the Fund’s investment adviser (the “Adviser”), and the Company with respect to the Fund to implement an advisory fee with breakpoints at specific asset levels (based on the Fund’s average daily net assets) and eliminate the current performance-based advisory fee.

Record owners of shares of the Fund as of the close of business on November 17, 2020 are entitled to notice of, and to vote at, the Meeting or any postponements or adjournments thereof.

By order of the Board of Directors,



Emilie D. Wrapp
Secretary
November 30, 2020

Stockholders are invited to attend the Meeting virtually over the internet. Even if you plan to attend the Meeting online, we recommend that you also authorize your proxy to vote at the Meeting as described herein so that your vote will be counted if you decide not to attend the Meeting. Any stockholder who does not expect to attend the Meeting virtually is urged to vote over the internet or by telephone as described in the materials provided to you. You may also complete the enclosed proxy card, date and sign it, and return it in the envelope provided, which needs no postage if mailed in the United States. In order to avoid unnecessary expense, we ask for your cooperation in voting promptly, no matter how large or small your holdings may be. A copy of the Proxy Statement is available at www.alliancebernstein.com/abfundsproxy.

The Board of Directors of the Company recommends that you vote FOR the Proposal.

Your vote is important.
Please return your proxy card promptly
or vote by telephone or over the internet.

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QUESTIONS AND ANSWERS

The following questions and answers provide an overview of key features of the proposal (“Proposal”) and of the information contained in the attached Proxy Statement. Please review the full Proxy Statement before casting your vote or authorizing a proxy to vote your shares.

1. What is this document and why was it sent to you?

The attached Proxy Statement provides you with information about the proposed amendment to the investment advisory agreement (the “Amended Agreement”) of AB FlexFee High Yield Portfolio (the “Fund”) to implement an advisory fee with breakpoints at specific asset levels (based on the Fund’s average daily net assets) and eliminate the current performance-based advisory fee. The purpose of the Proxy Statement is to solicit votes from stockholders of the Fund to approve the Amended Agreement, which is included as [Appendix A](#) to the Proxy Statement. The Proxy Statement contains information that stockholders of the Fund should know before voting on the Amended Agreement.

2. How will the Amended Agreement differ from the current investment advisory agreement?

Under the current investment advisory agreement (“Current Agreement”), for its services, the Adviser receives an investment advisory fee, which consists of a base fee (fulcrum fee) and a performance adjustment. The Fund’s fulcrum fee increases or decreases up to 0.20% (20 basis points¹) from a mid-point or fulcrum fee of 0.40% of the Fund’s average daily net assets, resulting in a maximum advisory fee of 0.60% and a minimum advisory fee of 0.20%. A positive performance adjustment is earned when the Fund’s performance exceeds that of the Markit iBoxx USD Liquid High Yield Index (the “Markit Index”) plus 0.75%.

Under the Amended Agreement, the Fund would pay to the Adviser a fee for investment advisory services at the annual rate of 0.45% of the Fund’s average daily net assets up to \$2.5 billion, 0.425% of average daily net assets in excess of \$2.5 billion up to \$5 billion, and 0.40% of average daily net assets in excess of \$5 billion.

3. Why is the Board of Directors (the “Board” or “Directors”) recommending a change to the calculation of the investment advisory fee under the Amended Agreement?

At a meeting held on November 3-5, 2020, the Board determined that the Amended Agreement is in the best interests of the Fund. The Board is recommending a change to the way in which the investment advisory fee is calculated for the following reasons:

- The performance-based fee structure has failed to increase investor demand and attract significant assets for the Fund
- The methodology used to calculate the performance-based fee is complex, preventing the Fund from being more competitive in the mutual fund marketplace because it is more difficult to educate investors and their financial intermediaries about investing in complex products
- The performance-based fee structure creates uncertainty for investors in reasonably predicting Fund expenses, due to significant fluctuations in advisory fees and total expense ratios that can result from fund performance fluctuations

This recommendation is further discussed under “Board Consideration of the Amended Agreement” in the Proxy Statement. The Board recommends that stockholders vote to approve the Amended Agreement.

¹ A basis point is equal to one-hundredth of a percentage point. For example, one basis point is equal to 0.01% and 100 basis points is equal to 1.0%.

4. Will the change in the investment advisory fee structure result in a higher investment advisory fee rate for stockholders of the Fund?

Due to the performance-based nature of the current investment advisory fee, the investment advisory fee rate paid by the Fund following the Amended Agreement taking effect may be higher or lower than the current investment advisory fee rate from time to time, depending on the Fund's performance as compared to the Markit Index and the level of assets in the Fund. Nonetheless, the Board believes that approval of the Amended Agreement to implement an advisory fee with breakpoints at specific asset levels (based on the Fund's average daily net assets) and eliminate the current performance-based advisory fee is in the best interests of the Fund and its stockholders.

Although the highest advisory fee rate in the advisory fee structure under the Amended Agreement (0.45% of the Fund's average daily net assets) is higher than the base fee of 0.40% of average daily net assets under the Current Agreement, 0.45% of average daily net assets is lower than the advisory fee that was in place for the Fund prior to the implementation of the performance-based advisory fee structure in February 2018. Furthermore, this proposed advisory fee rate is lower than the median of 0.65% of average daily net assets of the Fund's peer expense group as determined by Broadridge Financial Solutions Inc. ("Broadridge"), an independent provider of investment company data.

For the fiscal year ended December 31, 2019 and the semi-annual fiscal period ended June 30, 2020, the Fund paid or accrued performance-adjusted investment advisory fees at the annual rate of 0.20% and 0.53%, respectively, of average daily net assets (without fee waivers). If the Amended Agreement had been in effect, the Fund would have paid an investment advisory fee at the annual rate of 0.45% of average daily net assets (without fee waivers) for the fiscal year ended December 31, 2019 and the semi-annual fiscal period ended June 30, 2020.

5. Will the changes to the Fund result in higher total Fund expenses?

Total Fund expenses under the Amended Agreement may be higher or lower than such expenses under the Current Agreement from time to time due to the performance-based nature of the current advisory fee, since advisory fees are a significant part of Fund expenses.

The following table shows certain Fund expenses under the Current Agreement (for the fiscal year ended December 31, 2019 and the semi-annual fiscal period ended June 30, 2020) and pro forma expenses under the Amended Agreement. Subject to stockholder approval of the Amended Agreement, the Adviser has contractually agreed to waive fees and/or to bear expenses of the Fund through at least April 30, 2022, to the extent necessary to prevent total Fund expenses (excluding certain expenses) on an annualized basis from exceeding 0.60% of the Fund's average daily net assets (the "New Expense Limitation"). This New Expense Limitation corresponds to a limit on Fund expenses (other than the investment advisory fee) of 0.15% of average daily net assets, which is higher than the Fund's current expense limitation on such other expenses of 0.10% and is less favorable for stockholders. Under the Current Agreement, the Fund had a total net expense ratio for Advisor Class shares of 0.30% of average daily net assets for the fiscal year ended December 31, 2019, which is lower than the New Expense Limitation (0.60%), but had a total net expense ratio of 0.63% for the semi-annual fiscal period ended June 30, 2020 (since the advisory fee accrual rate under the Current Agreement was 0.53% for the semi-annual fiscal period ended June 30, 2020, rather than the minimum of 0.20% for fiscal year 2019), which is higher than the New Expense Limitation (0.60%).

Fee and Expense Information

	Current Agreement (Fiscal Year Ended 12/31/19)	Current Agreement (Semi-Annual Period Ended 6/30/20)	Amended Agreement (pro forma)
Investment Advisory Fee	.20%	.53%	.45%
Fund Expenses (other than Investment Advisory Fee)	.10% (contractual limitation)	.10% (contractual limitation)	.15% (after fee waivers and reimbursements)
Total Fund Expenses (Total Annual Fund Operating Expenses After Fee Waiver and/or Expense Reimbursement)	.30%	.63%	.60% (contractual limitation)

Although the New Expense Limitation would likely result in higher non-advisory fee expenses for the Fund than those under the current expense limitation in place for the Fund, the Adviser believes that the change in the expense limitation is appropriate in light of the low current expense limitation (which, in the Adviser's view, is unsustainable over the long term) and the small increase that would occur under the New Expense Limitation. Furthermore, the net expense ratio of the Fund under the Amended Agreement and New Expense Limitation is lower than the net expense ratio median of 0.79% of average daily net assets of the Fund's peer expense group as determined by Broadridge. If the Amended Agreement and New Expense Limitation had been in effect for the fiscal year ended December 31, 2019, the Fund would have had a total net expense ratio of 0.60% of average daily net assets for Advisor Class shares.

Fund expenses are further addressed under "Comparative Fee and Expense Information" and "Board Consideration of the Amended Agreement" in the Proxy Statement.

6. Will the Fund's investment objective and principal investment strategies change?

The Fund's investment objective and principal investment strategies will remain the same.

A number of other changes to the Fund are described in the Proxy Statement, including changing (1) the Fund's name; (2) the benchmark against which the Fund's performance is compared in the Fund's prospectus and shareholder reports; (3) the Fund's fiscal year; and (4) the Fund's dividend policy (with respect to the frequency of paying dividends). The Fund will also begin to offer Class A and Class Z shares in addition to Advisor Class shares. The implementation of these changes and the offer of Class A and Class Z shares are contingent upon stockholder approval of the Proposal.

7. What is the recommendation of the Board on the Amended Agreement?

At a meeting held on November 3-5, 2020, the Board determined that the Amended Agreement is in the best interests of the Fund. In reaching this determination, the Directors reviewed and analyzed various factors it deemed relevant, including the factors discussed under "Board Consideration of the Amended Agreement" in the Proxy Statement. After careful consideration of the Proposal, the Board, including the independent Board members, approved the Proposal and recommend that you vote in favor of the Proposal. The reasons for the Board's recommendation are discussed in more detail in the enclosed Proxy Statement.

8. What happens if stockholders of the Fund do not approve the Amended Agreement?

If stockholders of the Fund do not approve the Amended Agreement, the Amended Agreement will not take effect, and the Fund will continue to pay investment advisory fees as specified in the Current Agreement (but only at the minimum fee rate under the Current Agreement (0.20% of the Fund's average daily net assets) from January 1, 2021 until March 17, 2021 pursuant to a contractual fee waiver with the Adviser, as explained in the Proxy Statement) and be subject to the current expense limitation. Irrespective of whether stockholders approve the Amended Agreement, the Fund will not bear the expenses relating to the Meeting, including the preparation, printing and mailing of the proxy materials, in light of the applicable

expense limitation agreement and the Adviser's agreement to bear such expenses to the extent not subject to such expense limitation agreement.

9. *Who do I call if I have questions about the Meeting or the Amended Agreement?*

If you have any questions about the Meeting or the Amended Agreement, please call AllianceBernstein Investor Services, Inc. toll-free at (800) 221-5672 from 9:00 a.m. to 5:00 p.m. Eastern time.

10. *How do I attend the virtual Meeting?*

There is no physical location for the Meeting. The Meeting will be held at the following Meeting website: <http://www.meetingcenter.io/275661772>. To participate in the Meeting, stockholders of the Fund must enter the following password: ABBF2021. Stockholders must also enter the control number found on their proxy card previously received. Stockholders may vote during the Meeting by following the instructions available on the Meeting website during the Meeting. We encourage you to access the meeting site prior to the start time to allow ample time to log into the meeting webcast and test your computer system. Accordingly, the Meeting site will first be accessible to stockholders beginning at approximately 9:00 a.m. Eastern Time on January 20, 2021. For questions relating to participation at the Meeting by remote communication, please call 888-916-1716.

The virtual meeting platform is fully supported across browsers (*e.g.*, Microsoft Edge, Firefox, Chrome, and Safari) and devices (desktops, laptops, tablets, and cell phones) running the most updated version of applicable software and plugins. Stockholders should ensure that they have a strong Wi-Fi connection wherever they intend to participate in the Meeting. Stockholders should also give themselves plenty of time to log in and ensure that they can hear audio prior to the start of the Meeting.

- *Access to the Audio Webcast of the Meeting.* The live audio webcast of the Meeting will begin promptly at 3:00 p.m. Eastern time on January 20, 2021. Online access to the audio webcast will open approximately thirty minutes prior to the start of the Meeting to allow time for you to log in and test the computer audio system. We encourage stockholders to access the Meeting prior to the start time.
- *Beneficial Owners.* If shares are held through an intermediary, such as a bank or broker, stockholders must register in advance to attend the Meeting. To register, stockholders must submit proof of their proxy power (legal proxy) reflecting their Fund holdings along with their name and email address to Computershare Fund Services. Stockholders may forward an email from their intermediary or attach an image of their legal proxy to shareholdermeetings@computershare.com. Requests for registration must be received no later than 9:00 a.m., Eastern Time, on January 15, 2021. Stockholders will receive a confirmation email from Computershare Fund Services of the stockholder's registration and a control number that will allow the stockholder to vote at the Meeting.

PROXY STATEMENT

AB BOND FUND, INC.
— AB FlexFee™ High Yield Portfolio

SPECIAL MEETING OF STOCKHOLDERS
JANUARY 20, 2021

This Proxy Statement is furnished in connection with the solicitation of proxies on behalf of the Board of Directors (the “Board” or “Directors”) of AB Bond Fund, Inc., a Maryland corporation (the “Company”), to be voted on a proposal affecting the AB FlexFee High Yield Portfolio (the “Fund”), a series of the Company, at a Special Meeting of Stockholders and at any postponements or adjournments thereof (“Meeting”).

The Fund is sending you this Proxy Statement to ask you to consider and vote on:

- a proposal to approve an amendment to the investment advisory agreement between AllianceBernstein L.P. (the “Adviser”) and the Company with respect to the Fund to implement an advisory fee with breakpoints at specific asset levels (based on the Fund’s average daily net assets) and eliminate the performance-based advisory fee.

In light of the ongoing public health concerns regarding the COVID-19 pandemic, the Meeting will be held in a virtual meeting format on January 20, 2021 at 3:00 p.m. Eastern time. The Notice of Special Meeting of Stockholders, Proxy Statement and Proxy Card are being mailed or otherwise distributed to stockholders of the Fund on or about November 30, 2020.

Any stockholder who owned shares of the Fund at the close of business on November 17, 2020 (the “Record Date”) is entitled to notice of, and to vote at, the Meeting and any postponement or adjournment thereof. Each share is entitled to one vote (and a proportionate fractional vote for each fractional share). If the accompanying proxy card is properly executed and returned in time to be voted at the Meeting, the shares represented by the proxy will be voted in accordance with the instructions marked by the stockholder. Executed proxies that are timely received but not clearly marked will be voted FOR the proposal.

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PROPOSAL: APPROVAL OF AMENDMENT TO THE INVESTMENT ADVISORY AGREEMENT

At the Meeting, stockholders of the Fund will be asked to approve an amendment to the Fund's investment advisory agreement (the "Current Agreement") (the "Proposal"). A general description of the Current Agreement is included below. The Current Agreement, as amended, is referred to as the "Amended Agreement" and is identical in all material respects to the Current Agreement, except that it reflects (i) the implementation of an advisory fee with breakpoints at specific asset levels (based on the Fund's average daily net assets) and elimination of the performance-based advisory fee and (ii) a change in the name of the Fund from "AB FlexFee™ High Yield Portfolio" to "AB High Yield Portfolio." The form of Amended Agreement is included as Appendix A to this Proxy Statement. Information about the Adviser is set forth below in the section entitled "The Adviser".

At a virtual meeting of the Board held on November 3-5, 2020 (the "Board Meeting"), the Adviser presented its recommendation that the Board consider and approve the Amended Agreement, which implements an advisory fee with breakpoints at specific asset levels (based on the Fund's average daily net assets) and eliminates the current performance-based advisory fee. Under the Current Agreement, for its services, the Adviser receives an investment advisory fee, which consists of a base fee (fulcrum fee) and a performance adjustment. The Fund's fulcrum fee increases or decreases up to 0.20% (20 basis points) from a mid-point or fulcrum fee of 0.40% of the Fund's average daily net assets, resulting in a maximum advisory fee of 0.60% and a minimum advisory fee of 0.20%. A positive performance adjustment is earned when the Fund's performance exceeds that of the Markit iBoxx USD Liquid High Yield Index (the "Markit Index") plus 0.75%. The current advisory fee is described in more detail below.

The Adviser concluded that a more conventional advisory fee would better position the Fund to compete for market share, noting that the performance-based fee structure has failed to increase investor demand and attract significant assets for the Fund. The Adviser has proposed to simplify the advisory fee by replacing the current fulcrum fee structure with an advisory fee with breakpoints at specific asset levels (based on the Fund's average daily net assets). Under the Amended Agreement (a copy of which, as proposed to be amended, is annexed hereto as Appendix A), the Fund would pay to the Adviser a fee for investment advisory services at the annual rate of 0.45% of the Fund's average daily net assets up to \$2.5 billion, 0.425% of average daily net assets in excess of \$2.5 billion up to \$5 billion, and 0.40% of average daily net assets in excess of \$5 billion.

As discussed further below, if the Amended Agreement is approved by stockholders, the implementation of the new advisory fee for the Fund is expected to occur on May 1, 2021. The Fund will pay advisory fees in accordance with the terms of the Current Agreement for the current Performance Period (as defined below) from January 1, 2020 through December 31, 2020. For the period between January 1, 2021 and the implementation of the new advisory fee (if the Proposal is approved by stockholders), the Fund will pay the minimum fee under the Current Agreement during that period (0.20% of the Fund's average daily net assets) in accordance with a contractual fee waiver with the Adviser.

The Board approved the Amended Agreement at the Board Meeting, and recommended that stockholders vote to approve the Amended Agreement at the Meeting. The factors that the Board considered in approving the Amended Agreement are set forth below under "Board Consideration of the Amended Agreement." Stockholder approval of the Amended Agreement is required under applicable law because under the proposed advisory fee structure, the Fund would be subject to a higher investment advisory fee under certain circumstances. Accordingly, the Board recommended approval of the Amended Agreement by stockholders.

The Adviser

The Adviser is a Delaware limited partnership with principal offices at 1345 Avenue of the Americas, New York, New York 10105. The Adviser is a leading global investment adviser supervising client accounts with assets as of September 30, 2020 totaling approximately \$631 billion (of which over \$132 billion represented assets of registered investment companies sponsored by the Adviser). As of September 30, 2020, the Adviser managed retirement assets for many of the largest public and private employee benefit plans (including 18 of the nation's FORTUNE 100 companies), for public employee retirement funds in 30

of the 50 states, for investment companies, and for foundations, endowments, banks and insurance companies worldwide. The 28 registered investment companies managed by the Adviser, comprising approximately 97 separate investment portfolios, had as of September 30, 2020 approximately 2.6 million retail accounts.

As of September 30, 2020, the direct ownership structure of the Adviser, expressed as a percentage of general and limited partnership interests, was as follows:

Equitable Holdings and its subsidiaries	63.8%
AllianceBernstein Holding L.P.	35.5%
Unaffiliated holders	0.7%
	<u>100.0%</u>

Equitable Holdings, Inc. (formerly named AXA Equitable Holdings, Inc.) (“EQH”) is a leading financial services company in the U.S. and consists of two well-established principal franchises, Equitable Financial Life Insurance Company and AllianceBernstein.

As of September 30, 2020, EQH owned approximately 4.2% of the issued and outstanding units representing assignments of beneficial ownership of limited partnership interests in AllianceBernstein Holding LP (“AB Holding”). AllianceBernstein Corporation (an indirect wholly-owned subsidiary of EQH, “GP”) is the general partner of both AB Holding and the Adviser. The GP owns 100,000 general partnership units in AB Holding and a 1% general partnership interest in the Adviser.

Including both the general partnership and limited partnership interests in AB Holding and the Adviser, EQH and its subsidiaries have an approximate 65.3% economic interest in the Adviser as of September 30, 2020.

The names and principal occupations of the Adviser’s chief executive officer and directors are set forth below. Unless otherwise indicated, the business address of each person listed below is 1345 Avenue of the Americas, New York, NY 10105.

<u>NAME</u>	<u>PRINCIPAL OCCUPATION</u>
Seth Bernstein	President and Chief Executive Officer of the Adviser and Director of the General Partner of the Adviser.
Paul Audet	Founding and Managing Member of Symmetrical Ventures, LLC, a venture capital firm specializing in growth capital investments in the technology sector.
Ramon de Oliveira	Chair of the Board of the General Partner of the Adviser and Chairman of the Board of EQH.
Nella Domenici	Director of the General Partner of the Adviser and Chief Financial Officer of Dataminr.
Jeff Hurd	Director of the General Partner of the Adviser and Chief Operating Officer of EQH.
Daniel Kaye	Director of the General Partner of the Adviser.
Nick Lane	Director of the General Partner of the Adviser and President of Equitable Financial Life Insurance Company (“EFL”).
Kristi Matus	Director of the General Partner of the Adviser and Chief Financial Officer and Chief Operating Officer of Buckle.
Das Narayandas	Director of the General Partner of the Adviser. Edsel Bryant Ford Professor of Business Administration at Harvard Business School.

NAME	PRINCIPAL OCCUPATION
Mark Pearson	Director of the General Partner of the Adviser. Director, Chief Executive Officer and President of EQH. Chairman and Chief Executive Officer of EFL.
Bert Scott	Director of the General Partner of the Adviser.
Charles Stonehill	Director of the General Partner of the Adviser.

Description of the Current Agreement and the Amended Agreement

Under the Current Agreement, the Adviser provides investment advisory services and order placement services to the Fund. The Fund pays the Adviser for these services.

Amendment to the Management Fee

Under the Current Agreement, the Fund pays to the Adviser a management fee, consisting of a base (or fulcrum) fee and a performance adjustment (the “Management Fee”).

Base Fee. The base fee is calculated and accrued daily, at an annualized rate of 0.40% of the Fund’s average daily net assets (“Base Fee”).

Performance Adjustment. The Management Fee is increased or decreased from the Base Fee by a performance adjustment (“Performance Adjustment”) that depends on whether, and to what extent, the investment performance of the Advisor Class shares of the Fund (“Measuring Class”) exceeds, or is exceeded by, the Markit iBoxx USD Liquid High Yield Index (“Index”) plus 0.75% (“Index Hurdle”) over the “Performance Period.” The Performance Period was initially from the effective date of the Current Agreement (February 26, 2018) to December 31, 2019 and thereafter is each 12-month period beginning on the first day in the month of January through December 31 of the same year.

The Performance Adjustment is calculated and accrued daily, according to a schedule that adds or subtracts 4/15 of a basis point (0.002667%) of the Fund’s average daily net assets for each 0.01% (1 basis point) of absolute performance by which the performance of the Measuring Class exceeds or lags the Index Hurdle for the period from the beginning of the Performance Period through the current business day.

The Current Agreement provides that the maximum Performance Adjustment (positive or negative) will not exceed an annualized rate of +/- 0.20% (20 basis points) of the Fund’s average daily net assets (“Maximum Performance Adjustment”), which results in a minimum total fee of 0.20% and a maximum total fee of 0.60% and occurs when the performance of the Measuring Class exceeds, or is exceeded by, the Index Hurdle by 0.75% (75 basis points) or more for the Performance Period.

Under the Current Agreement, the Fund pays the Adviser on a monthly basis the minimum fee rate of 0.20% on an annualized basis (Base Fee minus the Maximum Performance Adjustment) applied to the average daily net assets for the month. At the end of the Performance Period, the Fund pays to the Adviser the total Management Fee, less the amount of any minimum fees paid during the Performance Period. For the semi-annual fiscal period ended June 30, 2020, the accrual rate for the fee was 0.53%.

Management Fee Waiver. Separately, in connection with the Current Agreement, the Adviser has agreed to waive the management fee by limiting the Fund’s accrual of the Management Fee (Base Fee plus Performance Adjustment) on any day to the amount corresponding to the maximum fee rate multiplied by the Fund’s current net assets if such amount is less than the amount that would have been accrued based on the Fund’s average daily net assets for the Performance Period. This fee waiver is primarily intended to limit the Management Fee paid by stockholders when Fund assets have decreased but Fund performance is strong.

Under the Amended Agreement, the Fund would pay to the Adviser a fee for investment advisory services at an annual rate based on the Fund’s average daily net assets as indicated in the following table:

Investment Advisory Fee Breakpoint Table

Investment Advisory Fee	Portion of Net Assets
0.45%	Up to \$2.5 billion
0.425%	In excess of \$2.5 billion up to \$5 billion
0.40%	In excess of \$5 billion

The breakpoints under the Amended Agreement provide for a reduction of the advisory fee as assets increase, which is intended to help ensure that stockholders share in economies of scale.

Other Terms of the Current Agreement and Amended Agreement

Apart from the management fee, the terms of the Amended Agreement are substantially identical to those of the Current Agreement, which are described below.

Under the Current Agreement, the Adviser provides persons satisfactory to the Board to serve as the Fund's officers. Such officers or employees may be employees of the Adviser or its affiliates, and are paid for by the Adviser under the Current Agreement. The Adviser is responsible for certain services relating to the Fund at its own expense, including, for example, certain office facilities, and any expenses incurred in promoting the sale of shares of the Fund (other than the portion of the promotional expenses to be borne by the Fund in accordance with a Rule 12b-1 Plan, the costs of printing prospectuses and other reports to stockholders, and fees related to registration with the SEC and with state regulatory authorities).

The Fund assumes under the Current Agreement the obligation for payment of all of its other expenses. As to the obtaining of services other than those specifically provided to the Fund by the Adviser, the Fund may employ its own personnel. The Current Agreement provides for reimbursement to the Adviser of the costs of certain non-advisory services provided to the Fund. These reimbursable costs currently include the costs of the Adviser's personnel performing certain administrative services for the Fund, including clerical, accounting, legal and other services ("administrative services"), and associated overhead costs, such as office space, supplies and information technology. The administrative services are provided to the Fund on a fully-costed basis and as such the reimbursement of the costs of these services includes each person's total compensation and a factor reflecting the Adviser's total cost relating to that person, including all related overhead expenses. The reimbursement of these costs to the Adviser is specifically approved by the Board on a quarterly basis. For the fiscal year ended December 31, 2019, the two-month fiscal period ended December 31, 2018, and the fiscal year ended October 31, 2018, the Fund paid the Adviser a total of \$0 for these services for each fiscal year or period (net of \$79,084, net of \$11,452 and net of \$77,405 waived by the Adviser, respectively, for each fiscal year or period).

The Current Agreement provides it is initially effective for a period of two years and thereafter from year to year provided that its continuance is specifically approved at least annually by a vote of a majority of the Fund's outstanding voting securities or by the Board, and in either case, by a majority of the Directors who are not parties to the Current Agreement or "interested persons" of any such party at a meeting called for the purpose of voting on such matter.

The Current Agreement, which is dated November 13, 2019, was last approved by stockholders of the Fund on October 11, 2018, in connection with the approval of a new advisory agreement for the Fund required as a result of certain anticipated changes to the indirect ownership of the Adviser, which resulted in a change of control of the Adviser.

The Board most recently approved the continuance of the Current Agreement at the Board Meeting.

An amendment to the Current Agreement must be approved by vote of a majority of the outstanding voting securities of the Fund and by vote of a majority of the Directors who are not interested persons of the Fund or the Adviser. The Current Agreement may be terminated without penalty on 60 days' written notice at the option of either party, by vote of a majority of the outstanding voting securities of the Fund, by a vote of a majority of the Directors or by the Adviser and will automatically terminate in the event of assignment.

The Current Agreement provides that, in the absence of willful misfeasance, bad faith or gross negligence on the part of the Adviser, or reckless disregard of its obligations thereunder, the Adviser shall not be liable for any action or failure to act in accordance with its duties thereunder.

Other Matters Relating to the Current Agreement

The Fund was assessed \$73,113 in advisory fees during the fiscal year ended December 31, 2019 and accrued \$97,168 in advisory fees during the semi-annual fiscal period ended June 30, 2020 (without fee waivers), but the Fund paid the Adviser advisory fees of \$0 and \$0, respectively (net of fee waivers and reimbursements). If the Amended Agreement had been in effect for the fiscal year ended December 31, 2019, the Fund would have been assessed \$164,505 in advisory fees, which is 125% more than the advisory fees assessed during such fiscal year (without fee waivers) under the Current Agreement. If the Amended Agreement had been in effect for the semi-annual fiscal period ended June 30, 2020, the Fund would have accrued \$82,393 in advisory fees, which is 15% less than the advisory fees accrued during such semi-annual fiscal period (without fee waivers) under the Current Agreement.

Comparative Fee and Expense Information

The following tables and Examples are provided to assist stockholders in understanding and comparing the fees and expenses of buying and holding shares of the Fund with the Current Agreement in effect, on the one hand, and the Amended Agreement, on the other. The information for the Current Agreement is based on the Fund’s expenses for the fiscal year ended December 31, 2019 and the semi-annual fiscal period ended June 30, 2020, while the information for the Amended Agreement is estimated for the current fiscal year.

With respect to the Amended Agreement, information is provided for Advisor Class shares (the only class of shares currently outstanding).

Stockholder Fees (fees paid directly from your investment)

Current Agreement:

None

Amended Agreement:

None

Annual Fund Operating Expenses (Unaudited)

(expenses that you pay each year as a percentage of the value of your investment)

Current Agreement:

	<u>Advisor Class (Fiscal Year Ended 12/31/19)</u>	<u>Advisor Class (Semi-Annual Period Ended 6/30/20)</u>
Management Fees ^(a)20%	.53%
Distribution and/or Service (12b-1) Fees	None	None
Other Expenses:		
Transfer Agent11%	.10%
Other Expenses	<u>1.53%</u>	<u>1.40%</u>
Total Other Expenses	1.64%	1.50%
Acquired Fund Fees and Expenses01%	.00%
Total Annual Fund Operating Expenses	<u>1.85%</u>	<u>2.03%</u>
Fee Waiver and/or Expense Reimbursement ^(b)	<u>(1.55)%</u>	<u>(1.40)%</u>
Total Annual Fund Operating Expenses After Fee Waiver and/or Expense Reimbursement	<u>.30%</u>	<u>.63%</u>

- (a) The management fee paid to AllianceBernstein L.P. (the “Adviser”) consists of a base fee at an annualized rate of 0.40% of the Fund’s average daily net assets and a positive or negative performance adjustment of up to an annualized rate of 0.20% based upon the Fund’s performance relative to the Markit iBoxx USD Liquid High Yield Index, resulting in a minimum total fee of 0.20% and a maximum total fee of 0.60%. The management fee in the table represents the fee rate paid or accrued by the Fund (prior to fee waivers) for the period over which the performance adjustment was determined.
- (b) The Adviser has contractually agreed to waive fees and/or to bear expenses of the Fund until April 30, 2021 to the extent necessary to prevent Total Other Expenses (excluding acquired fund fees and expenses other than the advisory fees of any AB Mutual Funds in which the Fund may invest, interest expense, taxes, extraordinary expenses, and brokerage commissions and other transaction costs), on an annualized basis, from exceeding 0.10% of average daily net assets (“expense limitation”). Any fees waived and expenses borne by the Adviser through December 31, 2019 under the expense limitation in effect prior to that date may be reimbursed by the Fund until the end of the third fiscal year after the fiscal period in which the fee was waived or the expense was borne, provided that no reimbursement payment will be made that would cause the Fund’s Total Other Expenses to exceed the expense limitation. In connection with the Fund’s investments in AB Government Money Market Portfolio (the “Money Market Portfolio”) (except for the investment of any cash collateral from securities lending), the Adviser has contractually agreed to waive its management fee from the Fund and/or reimburse other expenses of the Fund in an amount equal to the Fund’s pro rata share of the Money Market Portfolio’s effective management fee, as included in “Acquired Fund Fees and Expenses.” The expense limitation and waiver agreement will remain in effect until April 30, 2021 and may only be terminated or changed with the consent of the Fund’s Board of Directors. In addition, the expense limitation and waiver agreement will be automatically extended for one-year terms unless the Adviser provides notice of termination to the Fund at least 60 days prior to the end of the period.

Management Fee Waiver

Under the Current Agreement, the Adviser has agreed to waive the management fee by limiting the Fund’s accrual of the Management Fee (Base Fee plus Performance Adjustment) on any day to the amount corresponding to the maximum fee rate multiplied by the Fund’s *current net assets* if such amount is less than the amount that would have been accrued based on the Fund’s *average daily net assets* for the Performance Period. This fee waiver is primarily intended to limit the Management Fee paid by stockholders when Fund assets have decreased but Fund performance is strong.

Amended Agreement (pro forma):

	<u>Advisor Class</u>
Management Fees45%
Distribution and/or Service (12b-1) Fees	None
Other Expenses:	
Transfer Agent10%
Other Expenses	1.90%
Total Other Expenses ^(a)	<u>2.45%</u>
Acquired Fund Fees and Expenses00%
Total Annual Fund Operating Expenses	<u>2.45%</u>
Fee Waiver and/or Expense Reimbursement ^(b)	<u>(1.85)%</u>
Total Annual Fund Operating Expenses After Fee Waiver and/or Expense Reimbursement . . .	<u>.60%</u>

- (a) Total Other Expenses are estimated for the current fiscal year.
- (b) The Adviser has contractually agreed to waive its management fees and/or to bear expenses of the Fund until April 30, 2022 to the extent necessary to prevent total Fund operating expenses (excluding

acquired fund fees and expenses other than the advisory fees of any AB Mutual Funds in which the Fund may invest, interest expense, taxes, extraordinary expenses, and brokerage commissions and other transaction costs), on an annualized basis, from exceeding .60% of average daily net assets for Advisor Class shares (“expense limitation”). The expense limitation will remain in effect until April 30, 2022 and will continue thereafter from year to year unless the Adviser provides notice of termination to the Fund at least 60 days prior to the end of the period. In connection with the Fund’s investments in AB Government Money Market Portfolio (the “Money Market Portfolio”) (except for the investment of any cash collateral from securities lending), the Adviser has contractually agreed to waive its management fee from the Fund and/or reimburse other expenses of the Fund in an amount equal to the Fund’s pro rata share of the Money Market Portfolio’s effective management fee, as included in “Acquired Fund Fees and Expenses”.

Examples (Unaudited)

The Examples are intended to help you compare the cost of investing in the Fund with the cost of investing in other mutual funds. The Examples assume that you invest \$10,000 in the Fund for the time periods indicated and then redeem all of your Fund shares at the end of those periods. The Examples also assume that your investment has a 5% return each year, that the Fund’s operating expenses stay the same (except that expenses related to the proposed changes to the Fund are not included after the first year), and that any expense limitation or fee waiver are in effect for the first year. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

Current Agreement:

	Advisor Class (Fiscal Year Ended 12/31/19))	Advisor Class (Semi-Annual Period Ended 6/30/20)
After 1 Year	\$ 31	\$ 64
After 3 Years	\$ 430	\$ 501
After 5 Years	\$ 856	\$ 964
After 10 Years	\$2,042	\$2,246

Amended Agreement (pro forma):

	Advisor Class
After 1 Year	\$ 61
After 3 Years	\$ 454
After 5 Years	\$ 871
After 10 Years	\$2,037

Board Consideration of the Amended Agreement

At the Board Meeting, the Adviser presented its recommendation that the Board of the Company consider and approve the Amended Agreement with respect to the Fund to implement an advisory fee with breakpoints at specific asset levels (based on the Fund’s average daily net assets) and eliminate the current performance-based advisory fee. The Adviser cited the following reasons for its recommendation:

- The performance-based fee structure has failed to increase investor demand and attract significant assets for the Fund, making it more difficult for the Fund to achieve economies of scale. The Adviser also observed that the Fund’s current advisory fee structure is not in line with those of peer funds, noting that few other firms had made a substantial effort to launch fulcrum fee funds since implementation of the performance-based fee structure for the Fund in 2018.
- The methodology used to calculate the performance-based fee is complex, preventing the Fund from being more competitive in the mutual fund marketplace because it is more difficult to educate investors and their financial intermediaries about investing in complex products.

- The performance-based fee structure creates uncertainty for investors in reasonably predicting Fund expenses, due to significant fluctuations in advisory fees and total expense ratios that can result from fund performance fluctuations. This was a particular issue in the qualified plan context, where uncertainty about the amount of future fees has been a concern.

At the recommendation of the Adviser, the Board, including a majority of the Directors who are not interested persons of the Company (the “Independent Directors”) as defined in the Investment Company Act of 1940, as amended (“1940 Act”), approved the Amended Agreement between the Company, on behalf of the Fund, and the Adviser, for an initial two-year period, at the Board Meeting. **The Board, including the Independent Directors, recommends approval of the Amended Agreement by stockholders.**

At the Board Meeting, the Board also approved, upon the recommendation of the Adviser, (i) changing the Fund’s name to “AB High Yield Portfolio”; (ii) changing the benchmark against which the Fund’s performance is compared in the Fund’s prospectus and shareholder reports from the Markit iBoxx USD Liquid High Yield Index to the Bloomberg Barclays U.S. Corporate High Yield 2% Issuer Capped Index, the index used by the Fund prior to the implementation of the performance-based fee structure; (iii) changing the Fund’s fiscal year end from December 31 to October 31, to be consistent with other fixed-income mutual funds advised by the Adviser with conventional asset-based advisory fees; and (iv) changing the Fund’s dividend policy to declare dividends daily instead of monthly. In addition, the Fund will begin to offer Class A and Class Z shares in addition to Advisor Class shares. Implementation of the foregoing changes and actions is conditioned upon approval by stockholders of the Amended Agreement and would be effective on or about May 1, 2021.

The Directors also considered that the Fund will not bear the expenses relating to the above-referenced changes, including expenses relating to the Meeting and the preparation, printing and mailing of the proxy materials and of all related solicitations, in light of the applicable expense limitation agreement and the Adviser’s agreement to bear such expenses to the extent not subject to such expense limitation agreement.

Prior to their approval of the Amended Agreement, the Directors had requested from the Adviser, and received and evaluated, extensive materials. They reviewed the proposed Amended Agreement with the Adviser and with experienced counsel who are independent of the Adviser, who advised on the relevant legal standards. The Directors also reviewed additional materials, including comparative analytical data prepared by the Senior Analyst for the Fund. The Directors also discussed the proposed approvals in private sessions with counsel.

The Directors considered the fact that the Amended Agreement would have terms and conditions substantially identical to those of the Current Agreement, except for (i) the absence of the performance-based advisory fee and adoption of a more conventional advisory fee, which would consist of an advisory fee with breakpoints at specific asset levels (based on the Fund’s average daily net assets) under the Amended Agreement; and (ii) the change in the name of the Fund.

The Directors considered their knowledge of the nature and quality of the services provided by the Adviser to the Fund gained from their experience as directors or trustees of most of the registered investment companies advised by the Adviser, their overall confidence in the Adviser’s integrity and competence they have gained from that experience, the Adviser’s initiative in identifying and raising potential issues with the Directors, and its responsiveness, frankness and attention to concerns raised by the Directors in the past, including the Adviser’s willingness to consider and implement organizational and operational changes designed to improve investment results and the services provided to the AB Funds. The Directors noted that they have four regular meetings each year, at each of which they review extensive materials and information from the Adviser, including information on the investment performance of the Fund and the money market fund advised by the Adviser in which the Fund invests a portion of its assets.

The Directors also considered all factors they believed relevant, including the specific matters discussed below. During the course of their deliberations, the Directors evaluated, among other things, the reasonableness of the proposed management fees. The Directors did not identify any particular information that was all-important or controlling, and different Directors may have attributed different weights to the various factors. The Directors determined that the selection of the Adviser to manage the Fund, and the overall arrangements between the Fund and the Adviser, as provided in the Amended Agreement, were fair

and reasonable in light of the services performed, expenses incurred and such other matters as the Directors considered relevant in the exercise of their business judgment. The material factors and conclusions that formed the basis for the Directors' determinations included the following:

Nature, Extent and Quality of Services Provided

The Directors considered the scope and quality of services to be provided by the Adviser under the Amended Agreement, including the quality of the investment research capabilities of the Adviser and the other resources it has dedicated to performing services for the Fund. The Directors noted that the Adviser from time to time reviews the Fund's investment strategies and from time to time proposes changes intended to improve the Fund's relative or absolute performance for the Directors' consideration. They also noted the professional experience and qualifications of the Fund's portfolio management team and other senior personnel of the Adviser. The Directors also considered that the Amended Agreement, similar to the Current Agreement, provides that the Fund will reimburse the Adviser for the cost to it of providing certain clerical, accounting, administrative and other services to the Fund by employees of the Adviser or its affiliates. Requests for these reimbursements are made on a quarterly basis and subject to approval by the Directors. The Directors noted that the Adviser had not requested any reimbursements from the Fund in 2020 through the date of the Board Meeting, in the Fund's fiscal year ended December 31, 2019, in the two-month fiscal period ended December 31, 2018 and in the fiscal year ended October 31, 2018. The quality of administrative and other services, including the Adviser's role in coordinating the activities of the Fund's other service providers, also was considered. The Directors concluded that, overall, they were satisfied with the nature, extent and quality of services to be provided to the Fund under the Amended Agreement.

Costs of Services to be Provided and Profitability

The Directors reviewed a schedule of the revenues and expenses and related notes indicating the profitability of the Fund to the Adviser for calendar years 2018 and 2019 that had been prepared with an expense allocation methodology arrived at in consultation with an independent consultant at the request of the Directors. The Directors noted the assumptions and methods of allocation used by the Adviser in preparing fund-specific profitability data and understood that there are a number of potentially acceptable allocation methodologies for information of this type. The Directors noted that the profitability information reflected all revenues and expenses of the Adviser's relationship with the Fund, including those relating to its subsidiaries that provide transfer agency and distribution services to the Fund. The Directors recognized that it is difficult to make comparisons of the profitability of the Current Agreement with the profitability of fund advisory contracts for unaffiliated funds because comparative information is not generally publicly available and is affected by numerous factors. The Directors focused on the profitability of the Adviser's relationship with the Fund before taxes and distribution expenses. The Directors noted that the Fund was not profitable to the Adviser in the periods reviewed. The Directors noted that, due to the elimination of the performance fee, profitability in respect of periods after the effective date of the Amended Agreement (if it becomes effective) would no longer be directly affected by investment performance relative to the Fund's benchmark index. The Directors noted that, due to the performance fee component of the advisory fee under the Current Agreement, profitability would tend to be higher with better performance relative to the Fund's benchmark index, which they considered to create an appropriate alignment of incentives.

The Adviser agreed to provide the Directors with profitability information in connection with future proposed continuances of the Amended Agreement and the Directors recognized that such information for 2021 and subsequent years would differ from that reviewed previously as a result of the elimination of the performance fee. The Directors noted that, due to the elimination of the performance fee in the event the Amended Agreement becomes effective, profitability would no longer be directly affected by investment performance relative to the Fund's benchmark index.

Fall-Out Benefits

The Directors considered the other benefits to the Adviser and its affiliates from their relationships with the Fund, and the money market fund advised by the Adviser in which the Fund invests including, but not limited to, benefits relating to 12b-1 fees and sales charges to be received by the Fund's principal underwriter (which is a wholly owned subsidiary of the Adviser) in respect of Class A shares to be offered

with the implementation of the Amended Agreement; and transfer agency fees paid by the Fund to a wholly owned subsidiary of the Adviser. The Directors recognized that the Fund's unprofitability to the Adviser would be exacerbated without these benefits. The Directors understood that the Adviser also might derive reputational and other benefits from its association with the Fund.

Investment Results

In addition to the information reviewed by the Directors in connection with the Board Meeting, the Directors receive detailed performance information for the Fund at each regular Board meeting during the year.

At the Board Meeting, the Directors reviewed performance information for the Fund's operations prepared by an independent service provider (the "15(c) service provider"), showing the performance of the Advisor Class shares of the Fund against a group of similar funds ("peer group") and a larger group of similar funds ("peer universe"), each selected by the 15(c) service provider, and information prepared by the Adviser showing performance of the Advisor Class shares against a broad-based securities market index, in each case for the 1-, 3-, 5- and 10-year periods ended July 31, 2020. Based on their review, the Directors concluded that the Fund's investment performance was acceptable. In connection with their consideration of the Amended Agreement, the Directors noted that, because a fund's advisory fee rate affects investment performance, the Fund's performance would have likely been different (either positively or negatively) had the fee schedule in the Amended Agreement been in effect during such periods.

Management Fees and Other Expenses

The Directors considered the current advisory fee rate payable by the Fund to the Adviser under the Current Agreement and the proposed advisory fee rate payable by the Fund to the Adviser under the Amended Agreement, and information prepared by the 15(c) service provider concerning advisory fee rates payable by other funds in the same category as the Fund. The Directors recognized that it is difficult to make comparisons of advisory fees because there are variations in the services that are included in the fees payable by other funds. The Directors considered the Fund's contractual effective advisory fee rate under the Current Agreement against a peer group median. The Directors also compared the Fund's proposed contractual effective advisory fee rate under the Amended Agreement with a peer group median. The information reviewed by the Directors showed that its proposed contractual advisory fee rate under the Amended Agreement was lower than the peer group median.

The Directors also considered the Adviser's fee schedule for other clients utilizing investment strategies similar to those of the Fund. For this purpose, they reviewed the relevant advisory fee information from the Adviser's Form ADV and in a report from the Fund's Senior Analyst and noted the differences between the Fund's fee schedule under the Current Agreement and the Amended Agreement, on the one hand, and the Adviser's institutional fee schedule on the other. The Directors noted that the Adviser may, in some cases, agree to fee rates with large institutional clients that are lower than those reviewed by the Directors and that they had previously discussed with the Adviser its policies in respect of such arrangements. The Directors previously discussed these matters with an independent fee consultant.

The Adviser reviewed with the Directors the significantly greater scope of the services it provides to the Fund relative to institutional clients. In this regard, the Adviser noted, among other things, that, compared to institutional accounts, the Fund (i) demands considerably more portfolio management, research and trading resources due to significantly higher daily cash flows; (ii) has more tax and regulatory restrictions and compliance obligations; (iii) must prepare and file or distribute regulatory and other communications about fund operations; and (iv) must provide shareholder servicing to retail investors. The Adviser also reviewed the greater legal risks presented by the large and changing population of Fund stockholders who may assert claims against the Adviser in individual or class actions, and the greater entrepreneurial risk in offering new fund products, which require substantial investment to launch, may not succeed, and generally must be priced to compete with larger, more established funds resulting in lack of profitability to the Adviser until a new fund achieves scale. In light of the substantial differences in services rendered by the Adviser to institutional clients as compared to the Fund, and the different risk profile, the Directors considered these fee comparisons inapt and did not place significant weight on them in their deliberations.

The Directors noted that the Fund invests in shares of exchange-traded funds (“ETFs”), subject to the restrictions and limitations of the Investment Company Act of 1940 as these may be varied as a result of exemptive orders issued by the SEC. The Directors also noted that ETFs pay advisory fees pursuant to their advisory contracts, and that the Adviser had provided, and they had reviewed, information about the expense ratios of the relevant ETFs. The Directors concluded, based on the Adviser’s explanation of how it uses ETFs when they are the most cost-effective way to obtain desired exposures, in some cases pending purchases of underlying securities, that the advisory fee for the Fund is for services that are in addition to, rather than duplicative of, the services provided under the advisory contracts of the ETFs.

In connection with their review of the Fund’s operations under the current performance-based advisory fee structure, the Directors also considered the total expense ratio of the Advisor Class shares of the Fund in comparison to a peer group and a peer universe selected by the 15(c) service provider. The Advisor Class expense ratio of the Fund was based on the Fund’s latest fiscal year and the Directors considered the Adviser’s expense cap for the Fund. The Directors noted that it was likely that the expense ratios of some of the other funds in the Fund’s category were lowered by waivers or reimbursements by those funds’ investment advisers, which in some cases might be voluntary or temporary. The Directors view the expense ratio information as relevant to their evaluation of the Adviser’s services because the Adviser is responsible for coordinating services provided to the Fund by others. Based on their review, the Directors concluded that the Fund’s expense ratio was acceptable.

With respect to the Fund’s proposed implementation of an asset-based advisory fee with breakpoints at specific asset levels as provided in the Amended Agreement, the Directors considered the proposed total expense ratio of the Advisor Class shares of the Fund (Class A and Class Z shares will also be offered) in comparison to a peer group and a peer universe selected by the 15(c) service provider. The Directors also considered the Adviser’s proposed expense cap for the Fund’s Advisor Class shares, with corresponding expense caps for the other classes of shares, for an initial period to end no earlier than April 30, 2022. The Directors noted that it was likely that the expense ratios of some of the other funds in the Fund’s category were lowered by waivers or reimbursements by those funds’ investment advisers, which in some cases might be voluntary or temporary. The Directors view the expense ratio information as relevant to their evaluation of the Adviser’s services because the Adviser is responsible for coordinating services provided to the Fund by others. Based on their review, the Directors concluded that the Fund’s proposed expense ratios were acceptable.

Economies of Scale

The Directors noted that the proposed advisory fee schedule for the Fund in the Amended Agreement, unlike the advisory fee schedule in the Current Agreement, contains breakpoints that reduce the fee rates on assets above specified levels. The Directors took into consideration prior presentations by an independent consultant on economies of scale in the mutual fund industry and for the AB Funds, and presentations from time to time by the Adviser concerning certain of its views on economies of scale. The Directors also previously discussed economies of scale with an independent fee consultant. The Directors also had requested and received from the Adviser certain updates on economies of scale in advance of the Meeting. The Directors believe that economies of scale may be realized (if at all) by the Adviser across a variety of products and services, and not only in respect of a single fund. The Directors noted that there is no established methodology for setting breakpoints that give effect to the fund-specific services provided by a fund’s adviser and to the economies of scale that an adviser may realize in its overall mutual fund business or those components of it which directly or indirectly affect a fund’s operations. The Directors observed that in the mutual fund industry as a whole, as well as among funds similar to the Fund, there is no uniformity or pattern in the fees and asset levels at which breakpoints (if any) apply. The Directors also noted that the advisory agreements for many funds do not have breakpoints at all. Having taken these factors into account, the Directors concluded that the Fund’s stockholders would benefit from a sharing of economies of scale in the event the Fund’s net assets exceed a breakpoint in the future.

VOTING INFORMATION

Stockholders may vote by attending the Meeting in person (virtually), by returning the enclosed proxy card or by authorizing a proxy to vote their shares by telephone or through the Internet using the instructions provided on the enclosed proxy card.

All properly executed and timely received proxies will be voted at the Meeting in accordance with the instructions marked thereon or as otherwise provided therein. Unless instructions to the contrary are marked on the proxies, the votes will be cast FOR the approval of the Amended Agreement. If no specification is made on a properly executed proxy, it will be voted for the Proposal in the manner recommended by the Board.

Any stockholder may revoke that stockholder's proxy at any time prior to exercise thereof by (i) giving written notice to the Secretary of the Fund at 1345 Avenue of the Americas, New York, New York 10105, (ii) signing and delivering to the Secretary another proxy of a later date, or (iii) voting in person (virtually) at the Meeting.

The approval of the Proposal requires the affirmative vote of the holders of a majority of the Fund's outstanding voting securities as defined in the 1940 Act, which means (a) 67% or more of the shares of the Fund represented at a meeting at which more than 50% of the outstanding shares are present in person or by proxy or (b) more than 50% of the outstanding shares of the Fund, whichever is less. Properly executed proxies may be returned with instructions to abstain from voting or to withhold authority to vote (an "abstention") or may represent a broker "non-vote" (which is a proxy from a broker or nominee indicating that the broker or nominee has not received instructions from the beneficial owner or other person entitled to vote shares on a particular matter with respect to which the broker or nominee does not have discretionary power to vote). Abstentions and broker non-votes will be considered present for purposes of determining the existence of a quorum for the Meeting, but will have the effect of a vote against the Proposal. If any proposal, other than the Proposal, properly comes before the Meeting, shares represented by proxies will be voted on all such proposals in the discretion of the person or persons holding the proxies. Under Maryland law, however, the only matters that may be acted on at a special meeting of stockholders are those stated in the notice of the special meeting. Accordingly, other than procedural matters relating to the Proposal, no other business may properly come before the Meeting.

A quorum for the Meeting will consist of the presence in person (virtually) or by proxy of the holders of one-third of the total outstanding shares of common stock of the Fund. In the event that (i) a quorum is not present at the Meeting; or (ii) a quorum is present but sufficient votes in favor of the position recommended by the Board for the Proposal (as described in the Proxy Statement) have not been timely received, the Chairman of the Meeting may authorize, or the persons named as proxies may propose and vote for, one or more adjournments of the Meeting up to 120 days after the Record Date, with no other notice than an announcement at the Meeting, in order to permit further solicitation of proxies. Shares represented by proxies indicating a vote contrary to the position recommended by the Board for the Proposal will be voted against adjournment of the Meeting.

The Adviser is the owner of approximately 44% of the Fund's outstanding shares. The Adviser intends to vote the proxies for the shares that it owns in the Fund in favor of the Amended Agreement in accordance with the Adviser's view that the Proposal is in the best interest of the Fund's stockholders. A quorum will be established because the Adviser holds more than one-third of the total outstanding shares of common stock of the Fund and will be present at the Meeting in person (virtually) or by proxy.

If the Amended Agreement is not approved by the Fund's stockholders, the Adviser will continue to manage the Fund under the Current Agreement. In addition, the Adviser has contractually agreed to waive the Fund's management fee such that the accrual of such fee will be limited to the minimum fee rate described under the Current Agreement (0.20% of the Fund's average daily net assets) for the period from January 1, 2021 until March 17, 2021 (if the Amended Agreement is not approved by the Fund's stockholders). In this regard, effective on March 17, 2021, the Fund's advisory fee will no longer only accrue at the minimum fee rate as described under the Proposal but will begin to fully accrue based on Fund performance in accordance with the Current Agreement.

The Board will consider such further action, if any, as it deems necessary and in the best interests of the Fund and its stockholders.

Solicitation of Voting Instructions

Voting instructions will be solicited principally by mailing this Proxy Statement and its enclosures, but instructions also may be solicited by telephone, facsimile, through electronic means such as email, or in person by officers or representatives of the Fund. In addition, the Fund has engaged Computershare, a professional proxy services firm, to provide services such as proxy tabulation, administration of the Meeting and assistance in the solicitation of proxies. As the Meeting date approaches, you may receive a phone call from a representative of Computershare if the Fund has not yet received your vote. Computershare may ask you for authority, by telephone, to permit Computershare to execute your voting instructions on your behalf. Computershare will be paid a fee of approximately \$12,000 for its services.

The Board, including the Independent Directors, unanimously recommends that stockholders of the Fund vote FOR the Proposal.

ADDITIONAL INFORMATION

Other Service Agreements

Distributor: AllianceBernstein Investments, Inc. (“ABI”), a wholly-owned broker/dealer subsidiary of the Adviser located at 1345 Avenue of the Americas, New York, New York 10105, serves as the Fund’s sole and exclusive distributor. During the fiscal year ended December 31, 2019, the Fund paid ABI \$0 for distribution expenses. These services will continue to be provided if the Proposal is approved.

Transfer Agent: AllianceBernstein Investor Services, Inc. (“ABIS”), a wholly-owned transfer agent subsidiary of the Adviser located at 8000 IH 10 W, San Antonio, Texas 78230, serves as the Fund’s transfer agent. During the fiscal year ended December 31, 2019, the Fund paid ABIS \$18,843 for transfer agency services. These services will continue to be provided if the Proposal is approved.

Custodian and Accounting Agent: Brown Brothers Harriman & Co., 50 Post Office Square, Boston, MA 02110, serves as custodian and accounting agent of the Fund. These services will continue to be provided if the Proposal is approved.

Officers of the Company

The following table lists the names of each officer of the Company. The address for each of the Fund’s officers is 1345 Avenue of the Americas, New York, NY 10105. Because of their position with the Adviser, and because the Adviser will be paid a management fee pursuant to the Amended Agreement, each officer of the Company who is also an officer, employee, director, general partner or stockholder of the Adviser may be considered to have an interest in the Amended Agreement.

<u>NAME</u>	<u>POSITION(S) HELD WITH COMPANY</u>	<u>PRINCIPAL OCCUPATION DURING PAST 5 YEARS</u>
Robert M. Keith	President and Chief Executive Officer	Senior Vice President of the Adviser* and the head of ABI* since July 2008; Director of ABI and President of the AB Mutual Funds. Previously, he served as Executive Managing Director of ABI from December 2006 to June 2008. Prior to joining ABI in 2006, Executive Managing Director of Bernstein Global Wealth Management, and prior thereto, Senior Managing

NAME	POSITION(S) HELD WITH COMPANY	PRINCIPAL OCCUPATION DURING PAST 5 YEARS
Gershon M. Distenfeld	Vice President	Director and Global Head of Client Service and Sales of the Adviser's institutional investment management business since 2004. Prior thereto, he was Managing Director and Head of North American Client Service and Sales in the Adviser's institutional investment management business, with which he had been associated since prior to 2004. Senior Vice President of the Adviser*, with which he has been associated since prior to 2015. He is also Co-Head of Fixed-Income.
Jacqueline Pincus	Vice President	Vice President of the Adviser*, with which she has been associated since prior to 2015.
William Smith	Vice President	Senior Vice President of the Adviser*, with which he has been associated since prior to 2015. He is also Director of US High Yield Credit.
Emilie D. Wrapp	Secretary	Senior Vice President, Assistant General Counsel and Assistant Secretary of ABI*, with which she has been associated since prior to 2015.
Michael B. Reyes	Senior Analyst	Vice President of the Adviser*, with which he has been associated since prior to 2015.
Joseph J. Mantineo	Treasurer and Chief Financial Officer	Senior Vice President of ABIS*, with which he has been associated since prior to 2015.
Steven M. Woetzel	Controller	Senior Vice President of ABIS*, with which he has been associated since prior to 2015.
Vincent S. Noto	Chief Compliance Officer	Senior Vice President since 2015 and Mutual Fund Chief Compliance Officer of the Adviser* since prior to 2015.

* The Adviser, ABI and ABIS are affiliates of the Fund.

Brokerage and Research Services

The Fund may, from time to time, place orders for the purchase or sale of securities (including listed call options) with SCB & Co. and SCB Limited (a UK broker-dealer), affiliates of the Adviser (the “Affiliated Brokers”). In such instances, the placement of orders with the Affiliated Brokers would be consistent with the Fund’s objective of obtaining best execution and would not be dependent upon the fact that the Affiliated Brokers are affiliates of the Adviser. With respect to orders placed with the Affiliated Brokers for execution on a national securities exchange, commissions received must conform to Section 17(e)(2)(A) of the 1940 Act and Rule 17e-1 thereunder, which permit an affiliated person of a registered investment company (such as the Fund), or any affiliated person of such person, to receive a brokerage commission from such registered investment company provided that such commission is reasonable and fair compared to the commissions received by other brokers in connection with comparable transactions involving similar securities during a comparable period of time.

The Fund paid no brokerage commissions to the Affiliated Brokers during the fiscal year ended December 31, 2019.

Payment of Proxy and Other Expenses Related to the Proposal

The expenses of the proposed changes to the Fund primarily relate to the Meeting and the preparation, printing and mailing of the proxy materials and of all related solicitations. These expenses, expected to be approximately \$200,000, will not be borne by the Fund, in light of the applicable expense limitation agreement and the Adviser’s agreement to bear such expenses to the extent not subject to such expense limitation agreement.

INFORMATION REGARDING THE FUND

Shares Outstanding

At the close of business on the Record Date, the total number of shares of each class of the Fund outstanding is set forth below. Each share has voting rights as stated in this Proxy Statement and is entitled to one vote for each share (and a fractional vote for a fractional share).

	<u>Advisor Class</u>	<u>All Classes</u>
Shares Outstanding	4,041,918	4,041,918

Ownership of Shares

The table below sets forth information concerning persons who owned of record or beneficially more than 5% of the Fund on the Record Date.

<u>Class</u>	<u>Name and Address</u>	<u>No. of Shares</u>	<u>% of Share Class</u>
Advisor Class	AllianceBernstein L.P. Attn: Brent Mather-Seed Account One Nashville Place, 21st Floor 150 4th Avenue North Nashville, TN 37219-2415	1,795,066	44%
	LPL Financial Omnibus Customer Account Attn: Mutual Fund Trading 4707 Executive Dr. San Diego, CA 92121-3091	518,932	12%
	National Financial Services LLC For the Exclusive Benefit of Our Customers Attn: Mutual Funds Dept. 499 Washington Blvd., 4th Floor Jersey City, NJ 07310-1995	644,693	15%
	Sanford C. Bernstein & Co., LLC 1 N. Lexington Avenue White Plains, NY 10601-1712	463,513	11%

A stockholder who beneficially owns more than 25% of the Fund’s outstanding voting securities is presumed to “control” the Fund, as that term is defined in the 1940 Act, and may have a significant impact on matters submitted to a stockholder vote. As indicated above, the Adviser beneficially owns more than 25% of the Fund’s outstanding voting securities as of the Record Date and is therefore likely to be deemed to “control” the Fund.

The Directors and officers of the Company and members of their families as a group beneficially owned less than 1% of the shares of beneficial interest of the Fund as of the Record Date.

Submission of Proposals for Next Meeting of Stockholders

The Company does not typically hold stockholder meetings annually. Any stockholder who wishes to submit a proposal to be included in the Company’s proxy statement and form of proxy card for the Company’s next meeting of stockholders should send the Proposal to the Company so as to be received within a reasonable time before the Company begins to print and mail its proxy materials relating to such meeting.

A stockholder who wishes (a) to submit a proposal at a stockholders meeting but does not want the proposal to appear in the Company’s proxy statement or proxy card, or (b) to submit a nomination for director at an annual meeting of stockholders, should consult the Company’s Bylaws for timing and informational requirements. The Bylaws currently provide that, in any year in which an annual meeting of

stockholders is to be held, to be timely, a stockholder's notice of nomination or proposal shall set forth all information required under the Bylaws and shall be delivered to the Secretary of the Company at the principal executive office of the Company not earlier than the 150th day prior to the anniversary of the date of mailing of the notice for the preceding annual meeting nor later than 5:00 p.m., Eastern Time, on the 120th day prior to the anniversary of the date of mailing of the notice for the preceding annual meeting. In the event that the date of the annual meeting is advanced or delayed by more than 30 days from the anniversary of the date of the preceding annual meeting, notice by the stockholder to be timely must be delivered not earlier than the 150th day prior to the date of such annual meeting and not later than 5:00 p.m., Eastern Time, on the later of the 120th day prior to the date of such annual meeting or the tenth day following the day on which public announcement of the date of such meeting is first made.


Reports to Stockholders

The Fund will furnish each person to whom this Proxy Statement is delivered with a copy of its latest annual report and the most recent semi-annual report succeeding the annual report to stockholders upon request and without charge. To request a copy, please call ABIS at 800-227-4618 or write to the Fund c/o AllianceBernstein Investor Services, Inc., P.O. Box 786003, San Antonio, Texas 78278-6003.

Householding

Stockholders of the Fund may have family members living in the same home who also own shares of the Fund. In order to reduce the amount of duplicative mail that is sent to homes with more than one Fund account, the Fund will, until notified otherwise, send only one copy of the Proxy Statement to each household address. If you would like to receive separate documents for each account holder, please call (800) 221-5672 or write to the Fund, 1345 Avenue of the Americas, New York, NY 10105. If you currently share a household with one or more other stockholders of the Fund and are receiving duplicate copies of the shareholder reports or proxy statements and would prefer to receive a single copy of such documents, please call or write at the telephone number or address listed above.

By Order of the Board of Directors,



Emilie D. Wrapp
Secretary
November 30, 2020
New York, New York

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Form of Amended Agreement

INVESTMENT ADVISORY CONTRACT

AB BOND FUND, INC.
1345 Avenue of the Americas
New York, New York 10105

November 13, 2019 as amended
May 1, 2021

AllianceBernstein L.P.
1345 Avenue of the Americas
New York, New York 10105

Dear Sirs:

We herewith confirm our agreement with you as follows:

1. We are an open-end, diversified management investment company registered under the Investment Company Act of 1940 (the "Act"). We are currently authorized to issue eleven portfolios of shares and our Directors are authorized to reclassify and issue any unissued shares to any number of additional classes or series (Portfolios) each having its own investment objective, policies and restrictions, all as more fully described in the Prospectuses and the Statements of Additional Information constituting parts of the Registration Statement filed on our behalf under the Securities Act of 1933 and the Act. We are engaged in the business of investing and reinvesting our assets in securities of the type and in accordance with the limitations specified in our Articles of Incorporation, By-Laws, Registration Statement filed with the Securities and Exchange Commission under the Securities Act of 1933 and the Act, and any representations made in our Prospectuses and Statements of Additional Information, all in such manner and to such extent as may from time to time be authorized by our Directors. We enclose copies of the documents listed above and will from time to time furnish you with any amendments thereof.

2. (a) We hereby employ you to manage the investment and reinvestment of the assets in each of our Portfolios as above specified, and, without limiting the generality of the foregoing, to provide management and other services specified below.

(b) You will make decisions with respect to all purchases and sales of securities in each of our Portfolios. To carry out such decisions, you are hereby authorized, as our agent and attorney-in-fact, for our account and at our risk and in our name, to place orders for the investment and reinvestment of our assets. In all purchases, sales and other transactions in securities in each of our Portfolios you are authorized to exercise full discretion and act for us in the same manner and with the same force and effect as we might or could do with respect to such purchases, sales or other transactions, as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales or other transactions.

(c) You will report to our Directors at each meeting thereof all changes in each Portfolio since the prior report, and will also keep us in touch with important developments affecting any Portfolio and on your own initiative will furnish us from time to time with such information as you may believe appropriate for this purpose, whether concerning the individual companies whose securities are included in our Portfolios, the industries in which they engage, or the conditions prevailing in the economy generally. You will also furnish us with such statistical and analytical information with respect to securities in each of our Portfolios as you may believe appropriate or as we reasonably may request. In making such purchases and sales of securities in any of our Portfolios, you will bear in mind the policies set from time to time by our Directors as well as the limitations imposed by our Articles of Incorporation and in our Registration Statement under the Securities Act of 1933 and the Act, the limitations in the Act and of the Internal Revenue Code in respect of regulated investment companies and the investment objective, policies and restrictions for each of our Portfolios.

(d) It is understood that you will from time to time employ or associate with yourselves such persons as you believe to be particularly fitted to assist you in the execution of your duties hereunder, the cost of performance of such duties to be borne and paid by you. No obligation may be incurred on our behalf in any such respect. During the continuance of this agreement and at our request you will provide to us persons satisfactory to our Directors to serve as our officers. You or your affiliates will also provide persons, who may be our officers, to render such clerical, accounting and other services to us as we may from time to time request of you. Such personnel may be employees of you or your affiliates. We will pay to you or your affiliates the cost of such personnel for rendering such services to us at such rates as shall from time to time be agreed upon between us, provided that all time devoted to the investment or reinvestment of securities in each of our Portfolios shall be for your account. Nothing contained herein shall be construed to restrict our right to hire our own employees or to contract for services to be performed by third parties. Furthermore, you or your affiliates (other than us) shall furnish us without charge with such management supervision and assistance and such office facilities as you may believe appropriate or as we may reasonably request subject to the requirements of any regulatory authority to which you may be subject. You or your affiliates (other than us) shall also be responsible for the payment of any expenses incurred in promoting the sale of our shares (other than the portion of the promotional expenses to be borne by us in accordance with an effective plan pursuant to Rule 12b-1 under the Act and the costs of printing our prospectuses and other reports to shareholders and fees related to registration with the Securities and Exchange Commission and with state regulatory authorities).

3. It is further agreed that you will reimburse us for that portion of the ordinary operating expenses of each of our Portfolios (except interest, taxes, brokerage, distribution service fees paid in accordance with an effective plan pursuant to Rule 12b-1 under the Act and extraordinary expenses, all to the extent permitted by applicable state law and regulation) (collectively, "Excludable Expenses") incurred by us which exceeds, as to a Portfolio, the limits applicable to such Portfolio under the laws or regulations of any state in which our shares of such Portfolio are qualified for sale for the prior fiscal year.

We hereby confirm that, subject to the foregoing, we shall be responsible and hereby assume the obligation for payment of all our other expenses including: (a) payment of the fees payable to you under paragraph (5) hereof; (b) custody, transfer, and dividend disbursing expenses; (c) fees of directors who are not your affiliated persons; (d) legal and auditing expenses; (e) clerical, accounting and other office costs; (f) the cost of personnel providing services to us, as provided in subparagraph (d) of paragraph 2 above; (g) costs of printing our prospectuses and shareholder reports; (h) cost of maintenance of corporate existence; (i) interest charges, taxes, brokerage fees and commissions; (j) costs of stationery and supplies; (k) expenses and fees related to registration and filing with the Securities and Exchange Commission and with state regulatory authorities; and (l) such promotional expenses as may be contemplated by an effective plan pursuant to Rule 12b-1 under the Act provided, however, that our payment of such promotional expenses shall be in the amounts, and in accordance with the procedures, set forth in such plan.

4. We shall expect of you, and you will give us the benefit of, your best judgment and efforts in rendering these services to us, and we agree as an inducement to your undertaking these services that you shall not be liable hereunder for any mistake of judgment or in any event whatsoever, except for lack of good faith, provided that nothing herein shall be deemed to protect, or purport to protect, you against any liability to us or to our security holders to which you would otherwise be subject by reason of willful misfeasance, bad faith or gross negligence in the performance of your duties hereunder, or by reason of your reckless disregard of your obligations and duties hereunder.

5. (a) In consideration of the foregoing, we will pay you monthly on the last day of each month with respect to the **AB Total Return Bond Portfolio** a fee of 1/12 of 0.45 of 1.00% of the first \$2.5 billion of the Portfolio's average net assets, 1/12 of 0.40 of 1.00% of the excess over \$2.5 billion up to \$5 billion of the Portfolio's average net assets, 1/12 of 0.35 of 1.00% of the excess over \$5 billion up to \$8 billion of the Portfolio's average net assets; and 1/12 of .30 of 1.00% of the excess over \$8 billion of the Portfolio's average net assets; provided, however, that your compensation for the period from the date hereof through the last day of the month in which the effective date hereof occurs shall be prorated according to the proportion which such period bears to such full month, and provided further that upon any termination of this agreement before the end of any month, such compensation for the period from the end of the last month ending prior to such termination to the date of termination shall be prorated according to the proportion which such period bears to such full month and shall be payable upon the date of termination.

(b) In consideration of the foregoing, we will pay you monthly on the last day of each month with respect to our **AB Bond Inflation Strategy** a fee of 1/12 of 0.50 of 1.00% of the first \$2.5 billion of the Portfolio's average net assets, 1/12 of 0.45 of 1.00% of the excess over \$2.5 billion up to \$5 billion of the Portfolio's average net assets and 1/12 of 0.40 of 1.00% of the excess over \$5 billion of the Portfolio's average net assets; provided, however, that your compensation for the period from the date hereof through the last day of the month in which the effective date hereof occurs shall be prorated according to the proportion which such period bears to such full month, and provided further that, upon any termination of this agreement before the end of any month, such compensation for the period from the end of the last month ending prior to such termination to the date of termination shall be prorated according to the proportion which such period bears to such full month and shall be payable upon the date of termination.

(c) In consideration of the foregoing, we will pay you monthly on the last day of each month with respect to our **AB Municipal Bond Inflation Strategy** a fee of 1/12 of 0.50 of 1.00% of the first \$2.5 billion of the Portfolio's average net assets, 1/12 of 0.45 of 1.00% of the excess over \$2.5 billion up to \$5 billion of the Portfolio's average net assets and 1/12 of 0.40 of 1.00% of the excess over \$5 billion of the Portfolio's average net assets; provided, however, that your compensation for the period from the date hereof through the last day of the month in which the effective date hereof occurs shall be prorated according to the proportion which such period bears to such full month, and provided further that, upon any termination of this agreement before the end of any month, such compensation for the period from the end of the last month ending prior to such termination to the date of termination shall be prorated according to the proportion which such period bears to such full month and shall be payable upon the date of termination.

(d) In consideration of the foregoing, we will pay you monthly on the last day of each month with respect to our **AB All Market Real Return Portfolio** a fee of 1/12 of 0.75 of 1.00% of the Portfolio's average net assets; provided, however, that your compensation for the period from the date hereof through the last day of the month in which the effective date hereof occurs shall be prorated according to the proportion which such period bears to such full month, and provided further that, upon any termination of this agreement before the end of any month, such compensation for the period from the end of the last month ending prior to such termination to the date of termination shall be prorated according to the proportion which such period bears to such full month and shall be payable upon the date of termination.

(e) In consideration of the foregoing, we will pay you monthly on the last day of each month with respect to our **AB Limited Duration High Income Portfolio** a fee of 1/12 of 0.55 of 1.00% of the first \$2.5 billion of the Portfolio's average net assets, 1/12 of 0.50 of 1.00% of the excess over \$2.5 billion up to \$5 billion of the Portfolio's average net assets and 1/12 of 0.45 of 1.00% of the excess over \$5 billion of the Portfolio's average net assets; provided, however, that your compensation for the period from the date hereof through the last day of the month in which the effective date hereof occurs shall be prorated according to the proportion which such period bears to such full month, and provided further that, upon any termination of this agreement before the end of any month, such compensation for the period from the end of the last month ending prior to such termination to the date of termination shall be prorated according to the proportion which such period bears to such full month and shall be payable upon the date of termination.

(f) In consideration of the foregoing, we will pay you monthly on the last day of each month with respect to our **AB Tax-Aware Fixed Income Opportunities Portfolio** a fee of 0.45 of 1.00% of the first \$2.5 billion of the Portfolio's average net assets, 0.40 of 1.00% of the excess over \$2.5 billion up to \$5 billion of the Portfolio's average net assets and 0.35 of 1.00% of the excess over \$5 billion of the Portfolio's average net assets; provided, however, that your compensation for the period from the date hereof through the last day of the month in which the effective date hereof occurs shall be prorated according to the proportion which such period bears to such full month, and provided further that, upon any termination of this agreement before the end of any month, such compensation for the period from the end of the last month ending prior to such termination to the date of termination shall be prorated according to the proportion which such period bears to such full month and shall be payable upon the date of termination.

(g) In consideration of the foregoing, we will pay you monthly on the last day of each month with respect to our **AB Income Fund**, a fee of 1/12 of 0.45 of 1.00% of the first \$2.5 billion of the Portfolio's average net assets, 1/12 of 0.40 of 1.00% of the excess over \$2.5 billion up to \$5.0 billion of the Portfolio's average net assets, and 1/12 of 0.35 of 1.00% of the excess over \$5.0 billion of the Portfolio's average net assets; provided, however, that your compensation for the period from the date hereof through the last day of the

month in which the effective date hereof occurs shall be prorated according to the proportion which such period bears to such full month, and provided further that, upon any termination of this agreement before the end of any month, such compensation for the period from the end of the last month ending prior to such termination to the date of termination shall be prorated according to the proportion which such period bears to such full month and shall be payable upon the date of termination.

(h) In consideration of the foregoing, we will pay you monthly on the last day of each month with respect to our **AB High Yield Portfolio** a fee of 1/12 of 0.45 of 1.00% of the first \$2.5 billion of the Portfolio's average net assets, 1/12 of 0.425 of 1.00% of the excess over \$2.5 billion up to \$5 billion of the Portfolio's average net assets and 1/12 of 0.40 of 1.00% of the excess over \$5 billion of the Portfolio's average net assets; provided, however, that your compensation for the period from the date hereof through the last day of the month in which the effective date hereof occurs shall be prorated according to the proportion which such period bears to such full month, and provided further that, upon any termination of this agreement before the end of any month, such compensation for the period from the end of the last month ending prior to such termination to the date of termination shall be prorated according to the proportion which such period bears to such full month and shall be payable upon the date of termination.

(i) In consideration of the foregoing, we will pay you monthly on the last day of each month with respect to our **AB Short Duration Income Portfolio**, a fee of 1/12 of 0.35 of 1.00% of the first \$2.5 billion of the Portfolio's average net assets, and of 1/12 of 0.30 of 1.00% of the excess over \$2.5 billion of the Portfolio's average net assets; provided, however, that your compensation for the period from the date hereof through the last day of the month in which the effective date hereof occurs shall be prorated according to the proportion which such period bears to such full month, and provided further that, upon any termination of this agreement before the end of any month, such compensation for the period from the end of the last month ending prior to such termination to the date of termination shall be prorated according to the proportion which such period bears to such full month and shall be payable upon the date of termination.

6. This agreement shall (i) become effective on November 13, 2019 and shall remain in effect until November 13, 2020 in the case of each Portfolio other than the AB High Yield Portfolio, (ii) become effective on May 1, 2021 and shall remain in effect until May 1, 2023 in the case of the AB High Yield Portfolio, and (iii) continue in effect thereafter with respect to each Portfolio so long as its continuance is specifically approved at least annually by our Directors or by majority vote of the holders of our outstanding voting securities (as so defined) of such Portfolio, and, in either case, by a majority of our Directors who are not parties to this agreement or interested persons, as defined in the Act, of any such party (other than as Directors of the Fund) provided further, however, that if the continuation of this agreement is not approved as to a Portfolio, you may continue to render to such Portfolio the services described herein in the manner and to the extent permitted by the Act and the rules and regulations thereunder. Upon the effectiveness of this agreement, it shall supersede all previous agreements between us covering the subject matter hereof. This agreement may be terminated with respect to any Portfolio at any time, without the payment of any penalty, by vote of a majority of the outstanding voting securities (as so defined) of such Portfolio, or by a vote of a majority of our Directors on 60 days' written notice to you, or by you with respect to any Portfolio on 60 days' written notice to us.

7. This agreement may not be transferred, assigned, sold or in any matter hypothecated or pledged by you and this agreement shall terminate automatically in the event of any such transfer, assignment, sale, hypothecation or pledge by you. The terms "transfer", "assignment" and "sale" as used in this paragraph shall have the meanings ascribed thereto by governing law and any interpretation thereof contained in rules or regulations promulgated by the Securities and Exchange Commission thereunder.

8. (a) Except to the extent necessary to perform your obligations hereunder, nothing herein shall be deemed to limit or restrict your right, or the right of any of your employees, or any of the directors of AllianceBernstein Corporation, general partner, who may also be a director, officer or employee of ours, or persons otherwise affiliated with us (within the meaning of the Act) to engage in any other business or to devote time and attention to the management or other aspects of any other business, whether of a similar or dissimilar nature, or to render services of any kind to any other corporation, firm, individual or association.

(b) You will notify us of any change in the general partners of your partnership within a reasonable time after such change.

If the foregoing is in accordance with your understanding, will you kindly so indicate by signing and returning to us the enclosed copy hereof.

Very truly yours,

AB Bond Fund, Inc.

By: _____
Name: Eric C. Freed
Title: Assistant Secretary

Accepted: November 13, 2019 as amended
May 1, 2021

ALLIANCEBERNSTEIN L.P.

By: _____
Name: Emilie D. Wrapp
Title: Senior Vice President, Assistant
Secretary and Assistant General
Counsel

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