FRENCH BRAD

Form 5

February 14, 2007

## FORM 5

#### **OMB APPROVAL**

# UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549

OMB Number: 3235-0362

January 31,

no longer subject to Section 16. Form 4 or Form 5 obligations may continue.

Check this box if

Expires: 2005
Estimated average
burden hours per

# ANNUAL STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES

burden hours per response... 1.0

See Instruction
1(b). Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934,
Form 3 Holdings Section 17(a) of the Public Utility Holding Company Act of 1935 or Section
Reported

Form 4 Transactions 30(h) of the Investment Company Act of 1940

Reported

1. Name and Ad FRENCH BR		orting Person *	2. Issuer Name <b>and</b> Ticker or Trading Symbol	5. Relationship of Reporting Person(s) to Issuer		
			BALLANTYNE OF OMAHA INC [BTN]	(Check all applicable)		
(Last)	(First)	(Middle)	3. Statement for Issuer's Fiscal Year Ended (Month/Day/Year) 12/31/2006	Director 10% Owner Selow) Delow)		
BALLANTY	NE OF OM	ИАНА		Former CFO, see remarks		
INC, 4350	MCKINLE	Y STREET				
	(Street)		4. If Amendment, Date Original Filed(Month/Day/Year)	6. Individual or Joint/Group Reporting		

## OMAHA, NEÂ 68112

\_X\_ Form Filed by One Reporting Person \_\_\_ Form Filed by More than One Reporting

(check applicable line)

(City)	(State)	(Zip) Tab	le I - Non-Der	rivative Sec	curitie	s Acquired	l, Disposed of,	or Beneficially	Owned
1.Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)	4. Securiti or Dispose (Instr. 3, 4	ed of (	· 1	5. Amount of Securities Beneficially Owned at end of Issuer's Fiscal Year (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)
Common Stock	11/17/2006	Â	S	2,000	D	\$ 4.8	94,637	D	Â
Common Stock	11/20/2006	Â	S	8,000	D	\$ 4.6105	86,637	D	Â
Common Stock	11/21/2006	Â	S	10,000	D	\$ 4.6	76,637	D	Â
Common	12/04/2006	Â	S	3,000	D	\$	73,637	D	Â

Stock 4.6613

Common Stock 12/06/2006 Â S 7,000 D \$ 4.6 66,637 D Â

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

SEC 2270 (9-02)

## Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

D Se	Title of erivative ecurity nstr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	4. Transaction Code (Instr. 8)	5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)		ate	Secur	unt of rlying	8. Price of Derivative Security (Instr. 5)
					(A) (D)	Date Exercisable	Expiration Date	Title	Amount or Number of Shares	

## **Reporting Owners**

Reporting Owner Name / Address	Relationships					
	Director	10% Owner	Officer	Other		
FRENCH BRAD						
BALLANTYNE OF OMAHA INC	â	â	Former CFO, see remarks	â		
4350 MCKINLEY STREET	А	A	A Former CFO, see remarks	A		
OMAHA, NE 68112						

## **Signatures**

/s/ Brad French 02/14/2007

\*\*Signature of Date
Reporting Person

## **Explanation of Responses:**

- \* If the form is filed by more than one reporting person, see Instruction 4(b)(v).
- \*\* Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Â

#### Remarks:

Retired November 15, 2006.

Note: File three copies of this Form, one of which must be manually signed. If space provided is insufficient, *see* Instruction 6 for procedure. Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. cific account information. Requests of Dealers must be on company letterhead and be

Reporting Owners 2

signed by an authorized representative. Transactions by occasional users are to be verified by telephone confirmation.

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- (3) <u>Contents</u>: A Telefacsimile Transaction shall not be executed unless the request for such Telefacsimile Transaction is dated and purports to have been signed by (a) any shareholder or subscriber to shares issued by a Fund, or (b) any financial or banking institution or stockbroker.
- (4) <u>Written Confirmation</u>: A written confirmation of each Telefacsimile Transaction shall be sent to the shareholder(s) to whose account such Telefacsimile Transaction relates, at the record address, by the end of the Insured s next regular processing cycle, but no later than five (5) business days following such Telefacsimile Transaction.
- i. Designated means or refers to a written designation signed by a shareholder of record of a Fund, either in such shareholder s initial application for the purchase of Fund shares, with or without a Signature Guarantee, or in another document with a Signature Guarantee.
- j. Signature Guarantee means a written guarantee of a signature, which guarantee is made by an Eligible Guarantor Institution as defined in Rule 17Ad-15(a)(2) under the Securities Exchange Act of 1934.
- 3. Exclusions. It is further understood and agreed that this Insuring Agreement shall not cover:
  - a. Any loss covered under Insuring Agreement A, Fidelity, of this Bond; and
  - b. Any loss resulting from:
    - (1) Any Fax Redemption, where the proceeds of such redemption were requested to be paid or made payable to other than (a) the shareholder of record, or (b) a person Designated in the initial application or in writing at least one (1) day prior to such redemption to receive redemption proceeds, or (c) a bank account Designated in the initial application or in writing at least one (1) day prior to such redemption to receive redemption proceeds; or
    - (2) Any Fax Redemption of Fund shares which had been improperly credited to a shareholder s account, where such shareholder (a) did not cause, directly or indirectly, such shares to be credited to such account, and (b) directly or indirectly received any proceeds or other benefit from such redemption; or
    - (3) Any Fax Redemption from any account, where the proceeds of such redemption were requested to be sent to any address other than the record address or another address for such account which was designated (a) over the telephone or by telefacsimile at least fifteen (15) days prior to such redemption, or (b) in the initial application or in writing at least one (1) day prior to such redemption; or
    - (4) The intentional failure to adhere to one or more Designated Fax Procedures; or

(5) The failure to pay for shares attempted to be purchased.

4. The Single Loss Limit of Liability under Insuring Two Million Five Hundred Thousand understood, however, that such liability shall be part of the Declarations of the attached Bond or amendments the Declarations.	$Dollars~(\$2{,}500{,}000~~)~it~being\\and~not~in~addition~to~the~Limit~of~Liability~stated~in~Item~3~of$
5. With respect to coverage afforded under this Rider Twenty Five Thousand	the applicable Single loss Deductible Amount is Dollars (\$25,000 ).
Nothing herein contained shall be held to vary, alter, was agreements or limitations of the above mentioned Bond	aive, or extend any of the terms, conditions, provisions, l or Policy, other than as above stated.
	Ву
	Authorized Representative
	ENSURED Page 2 of 2 reserved.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following spaces preceded by an (\*) need not be completed if this endorsement or rider and the Bond or Policy have the same inception date.

ATTACHED TO AND FORMING PART OF

BOND OR POLICY NO.

DATE ENDORSEMENT \* EFFECTIVE DATE OF ENDORSEMENT OR RIDER

OR RIDER EXECUTED

12:01 A.M. STANDARD TIME AS

SPECIFIED IN THE BOND OR POLICY

08/03/15

ZBN-91M38000-15-N2

07/27/15

\* ISSUED TO

Clough Global Allocation Fund

#### **VOICE INITIATED TRANSACTIONS**

It is agreed that:

1. The attached bond is amended by inserting an additional Insuring Agreement as follows:

#### INSURING AGREEMENT L - VOICE-INITIATED TRANSACTIONS

Loss caused by a Voice-initiated Transaction, where the request for such Voice-initiated Transaction is unauthorized or fraudulent and is made with the manifest intent to deceive; <u>provided</u>, that the entity which receives such request generally maintains and follows during the Bond Period all Designated Procedures with respect to Voice-initiated Redemptions and the Designated Procedures described in paragraph 2f (1) and (3) of this Rider with respect to all other Voice-initiated Transactions. The isolated failure of such entity to maintain and follow a particular Designated Procedure in a particular instance will not preclude coverage under this Insuring Agreement, subject to the specific exclusions herein and in the Bond.

- 2. <u>Definitions</u>. The following terms used in this Insuring Agreement shall have the following meanings:
  - a. Voice-initiated Transaction means any Voice-initiated Redemption, Voice-initiated Election, Voice-initiated Exchange, or Voice-initiated Purchase.

- b. Voice-initiated Redemption means any redemption of shares issued by an Investment Company which is requested by voice over the telephone.
- c. Voice-initiated Election means any election concerning dividend options available to Fund shareholders which is requested by voice over the telephone.
- d. Voice-initiated Exchange means any exchange of shares in a registered account of one Fund into shares in an identically registered account of another Fund in the same complex pursuant to exchange privileges of the two Funds, which exchange is requested by voice over the telephone.
- e. Voice-initiated Purchase means any purchase of shares issued by an Investment Company which is requested by voice over the telephone.
- f. Designated Procedures means the following procedures:
  - (1) <u>Recordings</u>: All Voice-initiated Transaction requests shall be recorded, and the recordings shall be retained for at least six (6) months. Information contained on the recordings shall be capable of being retrieved and produced within a reasonable time after retrieval of specific information is requested, at a success rate of no less than 85%.
  - (2) <u>Identity Test</u>: The identity of the caller in any request for a Voice-initiated Redemption shall be tested before executing that Voice-initiated Redemption, either by requesting the caller to state a unique identification number or to furnish key specific account information.
  - (3) Written Confirmation: A written confirmation of each Voice-initiated Transaction and of each change of the record address of a Fund shareholder requested by voice over the telephone shall be mailed to the shareholder(s) to whose account such Voice-initiated Transaction or change of address relates, at the original record address (and, in the case of such change of address, at the changed record address) by the end of the Insured s next regular processing cycle, but no later than five (5) business days following such Voice-initiated Transaction or change of address.

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- g. Investment Company or Fund means an investment company registered under the Investment Company Act of 1940.
- h. Officially Designated means or refers to a written designation signed by a shareholder of record of a Fund, either in such shareholder s initial application for the purchase of Fund shares, with or without a Signature Guarantee, or in another document with a Signature Guarantee.
- i. Signature Guarantee means a written guarantee of a signature, which guarantee is made by a financial or banking institution whose deposits are insured by the Federal Deposit Insurance Corporation or by a broker which is a member of any national securities exchange registered under the Securities Exchange Act of 1934.
- 3. Exclusions. It is further understood and agreed that this Insuring Agreement shall not cover:
  - a. Any loss covered under Insuring Agreement A, Fidelity, of this Bond; and
  - b. Any loss resulting from:
    - (1) Any Voice-initiated Redemption, where the proceeds of such redemption were requested to be paid or made payable to other than (a) the shareholder of record, or (b) a person Officially Designated to receive redemption proceeds, or (c) a bank account Officially Designated to receive redemption proceeds; or
    - (2) Any Voice-initiated Redemption of Fund shares which had been improperly credited to a shareholder s account, where such shareholder (a) did not cause, directly or indirectly, such shares to be credited to such account, and (b) directly or indirectly received any proceeds or other benefit from such redemption; or
    - (3) Any Voice-initiated Redemption from any account, where the proceeds of such redemption were requested to be sent (a) to any address other than the record address for such account, or (b) to a record address for such account which was either (i) designated over the telephone fewer than thirty (30) days prior to such redemption, or (ii) designated in writing less than on (1) day prior to such redemption; or
    - (4) The intentional failure to adhere to one or more Designated Procedures; or
    - (5) The failure to pay for shares attempted to be purchased; or
    - (6) Any Voice-initiated Transaction requested by voice over the telephone and received by an automated system which receives and converts such request to executable instructions.

4. The total liability of the Underwriter under Insuri Two Million Five Hundred Thousand understood, however, that such liability shall be part of the Declarations of the attached bond or amendment the	of and not in additi	Dollars (\$2,500,000 ), it being				
5. With respect to coverage afforded under this Ride Twenty Five Thousand	er the applicable D	Deductible Amount is Dollars (\$25,000 ).				
Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Bond or Policy, other than as above stated.						
	Ву					
		Authorized Representative				
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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following spaces preceded by an (\*) need not be completed if this endorsement or rider and the Bond or Policy have the same inception date.

ATTACHED TO AND FORMING PART OF

BOND OR POLICY NO.

DATE ENDORSEMENT \* EFFECTIVE DATE OF ENDORSEMENT OR RIDER

\*\* EFFECTIVE DATE OF ENDORSEMENT OR RIDER

12:01 A.M. STANDARD TIME AS

SPECIFIED IN THE BOND OR POLICY

08/03/15

ZBN-91M38000-15-N2

07/27/15

\* ISSUED TO

Clough Global Allocation Fund

#### Amend Definition of Employee (Exclude EDP Coverage for Computer Software or Programs)

It is agreed that:

- 1. Sub-section 7 of Section 1(a) in the Definition of Employee, is deleted and replaced by the following:
  - (7) each natural person, partnership or corporation authorized by written agreement with the Insured to perform services as electronic data processor of checks or other accounting records of the Insured (does not include the creating, preparing, modifying or maintaining the Insured s computer software or programs), but excluding any such processor who acts as transfer agent or in any other agency capacity in issuing checks, drafts or securities for the Insured, unless included under sub-section (9) hereof, and

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Bond or Policy, other than as above stated.

By

Authorized Representative

#### **INSURED**

ICB015 Ed. 7-04

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following spaces preceded by an (\*) need not be completed if this endorsement or rider and the Bond or Policy have the same inception date.

ATTACHED TO AND FORMING PART OF

BOND OR POLICY NO.

DATE ENDORSEMENT \* EFFECTIVE DATE OF ENDORSEMENT OR RIDER

RIDER

12:01 A.M. STANDARD TIME AS

SPECIFIED IN THE BOND OR POLICY

08/03/15

ZBN-91M38000-15-N2

07/27/15

\* ISSUED TO

Clough Global Allocation Fund

#### **DEFINITION OF INVESTMENT COMPANY**

It is agreed that:

- 1. Section 1, Definitions, under General Agreements is amended to include the following paragraph:
  - (f) Investment Company means an investment company registered under the Investment Company Act of 1940 and as listed under the names of Insureds on the Declarations.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Bond or Policy, other than as above stated.

Authorized Representative

#### **INSURED**

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following spaces preceded by an (\*) need not be completed if this endorsement or rider and the Bond or Policy have the same inception date.

ATTACHED TO AND FORMING PART OF

BOND OR POLICY NO.

DATE ENDORSEMENT \* EFFECTIVE DATE OF ENDORSEMENT OR RIDER

OR RIDER EXECUTED

12:01 A.M. STANDARD TIME AS

SPECIFIED IN THE BOND OR POLICY

08/03/15

ZBN-91M38000-15-N2

07/27/15

\* ISSUED TO

Clough Global Allocation Fund

#### AMEND SECTION 2. - EXCLUSIONS - LOSS REPORTING AFTER

#### **TERMINATION OF BOND**

It is agreed that:

- 1. Section 2. Exclusions, of the CONDITIONS AND LIMITATIONS is amended to include the following sub-section:
  - (x) loss not reported to the Company in writing within Sixty (60) days after the termination of this bond as an entirety

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Bond or Policy, other than as above stated.

By

Authorized Representative

#### **INSURED**

ICB017 Ed. 7-04

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following spaces preceded by an (\*) need not be completed if this endorsement or rider and the Bond or Policy have the same inception date.

ATTACHED TO AND FORMING DATE \* EFFECTIVE DATE OF ENDORSEMENT OR RIDER

PART OF ENDORSEMENT

12:01 A.M. STANDARD TIME AS

BOND OR POLICY NO. OR RIDER

EXECUTED SPECIFIED IN THE BOND OR POLICY

ZBN-91M38000-15-N2

08/03/15 07/27/15

\* ISSUED TO

Clough Global Allocation Fund

#### AMEND SECTION 13. - TERMINATION AS TO ANY EMPLOYEE

It is agreed that:

1. Sub-sections (b) of Section 13. TERMINATION under CONDITIONS AND LIMITATIONS, is deleted in its entirety, and the following is substituted in lieu thereof:

Upon the detection by any Insured that such Employee has committed any dishonest or fraudulent act(s) or theft, the Insured shall immediately remove such Employee from a position that may enable such Employee to cause the Insured to suffer a loss by any subsequent dishonest or fraudulent act(s) or theft. The Insured, within forty-eight (48) hours of such detection, shall notify the Underwriter with full and complete particulars of the detected dishonest or fraudulent act(s) or theft, or

For purposes of this section, detection occurs when any partner, officer, or supervisory Employee of any Insured, who is not in collusion with such (detected) Employee, becomes aware that the (detected) Employee has committed any dishonest or fraudulent act(s) or theft.

This Bond shall terminate as to any Employee by written notice to each Insured and to the Securities and Exchange Commission from the Underwriter of not less than sixty (60) days prior to the effective date of termination specified in such notice.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Bond or Policy, other than as above stated.

By

Authorized Representative

**INSURED** 

ICB018 Ed. 7-04

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following spaces preceded by an (\*) need not be completed if this endorsement or rider and the Bond or Policy have the same inception date.

ATTACHED TO AND FORMING DATE \* EFFECTIVE DATE OF ENDORSEMENT OR RIDER

PART OF ENDORSEMENT

12:01 A.M. STANDARD TIME AS

BOND OR POLICY NO.

OR RIDER EXECUTED

SPECIFIED IN THE BOND OR POLICY

ZBN-91M38000-15-N2

08/03/15 07/27/15

\* ISSUED TO

Clough Global Allocation Fund

#### ADD EXCLUSIONS (N) & (O)

It is agreed that:

- 1. Section 2, Exclusions, under General Agreements, is amended to include the following sub-sections:
  - (n) loss from the use of credit, debit, charge, access, convenience, identification, cash management or other cards, whether such cards were issued or purport to have been issued by the Insured or by anyone else, unless such loss is otherwise covered under Insuring Agreement A.
  - (o) the underwriter shall not be liable under the attached bond for loss due to liability imposed upon the Insured as a result of the unlawful disclosure of non-public material information by the Insured or any Employee, or as a result of any Employee acting upon such information, whether authorized or unauthorized.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Bond or Policy, other than as above stated.

By

Authorized Representative

#### **INSURED**

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July 27, 2015

Clough Global Allocation Fund

and Clough Global Equity Fund

1290 Broadway, Suite 1100

Denver, Colorado 80203

Re: Fidelity Bond Jointly Insured Letter Agreement

To Whom It May Concern:

The parties hereto (each a Fund and collectively the Funds ) will be named as joint insured(s) pursuant to a bond to be issued by St. Paul Fire and Marine Insurance Company, a St. Paul Travelers Insurance Company (the Bond ), with a limit of liability set at \$2,500,000 for all three Funds although for a single Fund, the limit would be \$600,000 for the Clough Global Allocation Fund, \$750,000 for the Clough Global Equity Fund, and \$1,000,000 for the Clough Global Opportunities Fund. Rule 17g-1(f) of the Investment Company Act of 1940 (the Act ), which provides that where a registered management investment company such as one of the Funds named as insured under a joint insured bond, such investment company shall enter into an agreement with the other joint insured(s) providing for an equitable and proportionate share of any recovery under the bond as a result of any loss sustained.

Accordingly, it is agreed that in the event recovery is received under the Bond as a result of a loss sustained by more than one of the Funds, each such Fund shall receive an equitable and proportionate share of the recovery, but at least equal to the amount of the minimum coverage required for such Fund pursuant to Rule 17g-1(d) under the Act.

Very truly yours,

CLOUGH GLOBAL OPPORTUNITIES FUND

By: /s/ Edmund J. Burke Name: Edmund J. Burke

Title: President

AGREED:

#### **CLOUGH GLOBAL ALLOCATION FUND**

By: /s/ Abigail J. Murray Name: Abigail J. Murray

Title: Secretary

### CLOUGH GLOBAL EQUITY FUND

By: /s/ Abigail J. Murray Name: Abigail J. Murray

Title: Secretary

#### APPROVAL OF FIDELITY BOND AND MUTUAL FUND PROFESSIONAL LIABILITY

#### AND DIRECTORS AND OFFICERS LIABILITY POLICIES AND INSURANCE

#### ALLOCATION AGREEMENT

#### Clough Global Opportunities Fund

**RESOLVED:** That the Board of Trustees (the Board ) of the Clough Global Opportunities Fund (GLO)

hereby authorizes the officers of GLO to negotiate and effect GLO s fidelity bond and joint mutual fund professional and directors and officers liability policy ( Joint D&O/E&O Policy )

based on the parameters outlined to the Board;

**RESOLVED:** That the form and amount of the Joint D&O/E&O Policy and joint fidelity bond, as discussed

at this meeting, be, and the same hereby is, approved after consideration of all factors deemed

relevant by the Board;

**RESOLVED:** That the Joint D&O/E&O Policy, with the coverages and premiums as described at this

meeting be, and hereby is approved in accordance with Rule 17-d under the Investment

Company Act of 1940, as amended (the 1940 Act );

**RESOLVED:** That the officers of GLO are hereby authorized to execute a letter agreement by and among

the Clough Global Allocation Fund, Clough Global Equity Fund, and GLO (each an Insured Party, collectively, the Insured Parties) providing that in the event of a loss sustained by the Insured Parties, each Insured Party shall receive an equitable and proportionate share of the

recovery;

**RESOLVED:** That the Secretary of GLO be, and hereby is designated as the officer responsible for making

the necessary filings and giving the notices with respect to such fidelity bond required by

paragraph (g) of Rule 17g-1 under the 1940 Act; and

**RESOLVED:** That the appropriate officers of GLO be, and each of them hereby is, authorized and

empowered to take all actions as they, or any of them in his or her discretion, with the advice of counsel, may deem necessary or appropriate to carry out the intents and purposes of the

foregoing resolutions.