

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF TENNESSEE**

In re )  
)  
**NEW LIFE INTERNATIONAL,** ) Case No. 13-10974-RM3-11  
**dba THE NEW LIFE GROUP,** )  
**dba NATIONAL COMMUNITY** )  
**FOUNDATION,** )  
**dba BAND ANGELS,** )  
)  
)  
Liquidating Debtor. )

**SIXTH AMENDMENTS TO SCHEDULE F**

Comes New Life International, the Liquidating Debtor herein (“NLI”), and amends its Schedule F (Schedule of Nonpriority Unsecured Claims), filed with this Court on January 30, 2014 (Docket No. 36), as previously amended on April 25, 2014 (Docket No. 140), July 14, 2014 (Docket No. 327), July 16, 2014 (Docket No. 330), and October 30, 2014 (Docket No. 403). In support hereof, NLI respectfully states as follows:

1. On December 31, 2013, NLI filed its voluntary petition for relief under Chapter 11, Title 11, United States Code.
2. NLI has determined that it is necessary to amend its schedule of liabilities to add a creditor holding an unsecured nonpriority claim. In addition, NLI has received information which indicates a need for NLI to revise the amount of claim for a creditor holding unsecured nonpriority claims.
3. Attached as Exhibit A hereto is an explanation of NLI’s charitable gift annuities (CGAs) and charitable installment purchase agreements (ChIPs).
4. Attached as Exhibit B hereto is a listing of creditors which should be included in Schedule F, or the claim amount should be adjusted. The listing includes the name and address of

each such creditor, the name of the creditor's counsel, if any, and the amount owed by NLI, as of the petition date. The listing also indicates whether each such claim should be listed as disputed, contingent, and/or unliquidated.

WHEREFORE, NLI hereby amends and supplements its Schedule F, as previously amended, to the extent set forth in Exhibit B hereto, but no further or otherwise.

This the 17<sup>th</sup> day of June, 2015.

**VERIFICATION**

Amy B. Smith, the Plan Administrator under the Liquidating Debtor's Chapter 11 Plan of Liquidation, pursuant to Rules 1008 and 1009 Rules of Bankruptcy Procedure, verifies under penalty of perjury that the information contained in this Sixth Amendments to Schedule F is true and correct to the best of her knowledge, information and belief.

/s/ Amy B. Smith

Amy B. Smith, Plan Administrator

Date: June 17, 2015

Respectfully submitted this 17<sup>th</sup> day of June, 2015.

/s/ Thomas H. Forrester

Thomas H. Forrester

Gullett, Sanford, Robinson & Martin, PLLC

Counsel for Liquidating Debtor

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## EXHIBIT A

### NOTES TO SCHEDULE F OF NEW LIFE INTERNATIONAL (“NLI” OR “DEBTOR”)

1. CGAs. Since 1997 the Debtor has accepted offers by donors to purchase charitable gift annuity agreements (each a “CGA”), issued by NLI as additional options to existing planned giving programs. In accordance with the Court’s ORDER GRANTING DEBTOR’S MOTION TO ESTABLISH DISCOUNT RATE AND MORTALITY TABLE FOR COMPUTING ALLOWED AMOUNTS OF CERTAIN CLAIMS, as entered May 29, 2014 (Docket No. 251, hereinafter the “Order”), the present value of NLI’s obligation for annuity payments over the single or joint lives of the donors is calculated using the payout rate of each agreement and using the mortality table ANN 2000 with a present value factor of six percent (6%).

2. ChIPs. Since 1997 the Debtor has also entered into charitable installment purchases (each a “ChIP”) of assets from certain donors. Each ChIP was designed to qualify as a bargain sale within the meaning of federal tax regulations, with payment of the purchase price via the installment method, as described in section 453 of the Internal Revenue Code. A ChIP transaction differs from a CGA in that, generally, NLI’s obligation to make installment payments to a donor pursuant to a ChIP is for a fixed term, rather than for the life of the donor and/or the donor’s designated beneficiary as in the case of a CGA. As respects most of the ChIPs entered into by NLI, no promissory note was issued to the donor. Instead, NLI’s obligation to make installments is evidenced solely by the ChIP contract itself, which states the amount of the installment to be paid, but does not make explicit the rate of interest that is subsumed in the installment amount. (In a few ChIP transactions documented in 2010, the donor did receive a promissory note that states an interest rate of approximately five (5%) percent per annum.) The present value of NLI’s obligation under each ChIP, that is, the amount of the donor’s claim as

**EXHIBIT A**

stated in Schedule F, has been determined in accordance with the same methodology as set forth in Note 1 above for the CGAs, except that the future payments have been discounted at the rate of six percent (6%) per annum for the term of the CHIP, rather than for the life expectancy of the donor and/or the donor's beneficiary.

**EXHIBIT B**

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Estate of Stephanie Denise McIntyre, Deceased 3910 Cypress Pointe Dr. Union City, GA 30291			Former annuity beneficiary, deceased as of petition date			\$0.00
Estate of Stephanie Denise McIntyre, Deceased 5619 Gatlin Ave. #D Orlando, FL 32812			Notice Only			\$0.00
Spelman College Attn: Ms. Faye Ainsworth Senior Philanthropy Advisor 350 Spelman Lane SW Box 1551			Charitable Legacy Benefit, CGA issued to Isabella M. Tobin, Deceased			\$16,667.30

**CERTIFICATE OF SERVICE**

I hereby certify that on June 17, 2015, a true and correct copy of the foregoing Sixth Amendments to Schedule F was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's electronic filing system. In addition, on this date a true copy of the Sixth Amendments to Schedule F was served upon each of the parties listed on **Exhibit B** hereto, the United States Trustee and counsel for the Creditors Committee, at the following addresses, via first class United States mail, postage prepaid:

Charles M. Walker, Esquire  
Office of the United States Trustee  
701 Broadway, Ste 318  
Nashville, TN 37203-3966

William L. Norton III, Esquire  
Bradley Arant Boult Cummings LLP  
1600 Division Street, Suite 700  
Nashville, TN 37203

Estate of Stephanie Denise McIntyre, Deceased  
3910 Cypress Pointe Dr.  
Union City, GA 30291

Estate of Stephanie Denise McIntyre, Deceased  
5619 Gatlin Ave. #D  
Orlando, FL 32812

Spelman College  
Attn: Ms. Faye Ainsworth  
Senior Philanthropy Advisor  
350 Spelman Lane SW  
Box 1551  
Atlanta, GA 30314-4399

Alice M. McIntyre  
2001 Rena Circle SW  
Atlanta, GA 30311-4429

James McIntyre  
99 Leathers Circle NW  
Atlanta, GA 30314

/s/Thomas H. Forrester  
Thomas H. Forrester