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Form **990-EZ**

Short Form Return of Organization Exempt From Income Tax

OMB No 1545-1150

2011

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code
(except black lung benefit trust or private foundation)
▶ Sponsoring organizations of donor advised funds, organizations that operate one or more hospital facilities, and certain controlling organizations as defined in section 512(b)(13) must file Form 990 (see instructions) All other organizations with gross receipts less than \$200,000 and total assets less than \$500,000 at the end of the year may use this form
▶ The organization may have to use a copy of this return to satisfy state reporting requirements

Open to Public Inspection

A For the 2011 calendar year, or tax year beginning 1/01, 2011, and ending 3/31, 2012

B Check if applicable	C	D Employer identification number
<input type="checkbox"/> Address change	ADS4ISRAEL	26-2591185
<input type="checkbox"/> Name change	C/O DAVID ELBAZ	E Telephone number
<input type="checkbox"/> Initial return	1880 CENTURY PARK EAST #200	310-552-1600
<input checked="" type="checkbox"/> Terminated	LOS ANGELES, CA 90067-1600	F Group Exemption Number
<input type="checkbox"/> Amended return		
<input type="checkbox"/> Application pending		

G Accounting Method Cash Accrual Other (specify) _____

H Check if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF)

I Website: WWW.ADS4ISRAEL.COM

J Tax-exempt status (ck only one) - 501(c)(3) 501(c) () (insert no.) 4947(a)(1) or 527

K Check if the organization is not a section 509(a)(3) supporting organization or a section 527 organization and its gross receipts are normally not more than \$50,000. A Form 990-EZ or Form 990 return is not required though Form 990-N (e-postcard) may be required (see instructions) But if the organization chooses to file a return, be sure to file a complete return

L Add lines 5b, 6c, and 7b, to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, line 25, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ ▶ \$

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I.)

Check if the organization used Schedule O to respond to any question in this Part I

REVENUE	1	Contributions, gifts, grants, and similar amounts received	1	
	2	Program service revenue including government fees and contracts	2	
	3	Membership dues and assessments	3	
	4	Investment income	4	
	5a	Gross amount from sale of assets other than inventory	5a	
	5b	Less cost or other basis and sales expenses	5b	
	5c	c Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)	5c	
	6	Gaming and fundraising events	6	
	6a	a Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	
6b	b Gross income from fundraising events (not including \$ _____ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b		
	6c	c Less direct expenses from gaming and fundraising events	6c	
	6d	d Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d	
7a	7a Gross sales of inventory, less returns and allowances	7a		
	7b	b Less cost of goods sold	7b	
	7c	c Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)	7c	
8	8 Other revenue (describe in Schedule O)	8		
9	9 Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8	9	0.	
EXPENSES	10	10 Grants and similar amounts paid (list in Schedule O)	10	
	11	11 Benefits paid to or for members	11	
	12	12 Salaries, other compensation, and employee benefits	12	
	13	13 Professional fees and other payments to independent contractors	13	
	14	14 Occupancy, rent, utilities, and maintenance	14	
	15	15 Printing, publications, postage, and shipping	15	
	16	16 Other expenses (describe in Schedule O) : JUN 01 2012 SEE SCHEDULE O	16	6,729.
	17	17 Total expenses. Add lines 10 through 16	17	6,729.
ASSETS	18	18 Excess or (deficit) for the year (Subtract line 17 from line 9)	18	-6,729.
	19	19 Net assets or fund balances at beginning-of-year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	6,729.
	20	20 Other changes in net assets or fund balances (explain in Schedule O)	20	
	21	21 Net assets or fund balances at end of year Combine lines 18 through 20	21	0.

BAA For Paperwork Reduction Act Notice, see the separate instructions. Form 990-EZ (2011)

SCANNED JUN 27 2012

25

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in SEE SCHEDULE O the instructions for Part V.) Check if the organization used Schedule O to respond to any question in this Part V

	Yes	No
33 Did the organization engage in any activity not previously reported to the IRS? If 'Yes,' provide a detailed description of each activity in Schedule O		X
34 Were any significant changes made to the organizing or governing documents? If 'Yes,' attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O (see instructions) SEE SCHEDULE O	X	
35a Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?		X
b If 'Yes,' to line 35a, has the organization filed a Form 990-T for the year? If 'No,' provide an explanation in Schedule O		
35c Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If 'Yes,' complete Schedule C, Part III		X
36 Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If 'Yes,' complete applicable parts of Schedule N	X	
37a Enter amount of political expenditures, direct or indirect, as described in the instructions <input type="text" value="0"/>		
b Did the organization file Form 1120-POL for this year?		X
38a Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?		X
b If 'Yes,' complete Schedule L, Part II and enter the total amount involved		
38b		N/A
39 Section 501(c)(7) organizations Enter		
a Initiation fees and capital contributions included on line 9		N/A
b Gross receipts, included on line 9, for public use of club facilities		N/A
40a Section 501(c)(3) organizations Enter amount of tax imposed on the organization during the year under section 4911 <input type="text" value="0."/> , section 4912 <input type="text" value="0."/> , section 4955 <input type="text" value="0."/>		
b Section 501(c)(3) and 501(c)(4) organizations Did the organization engage in any section 4958 excess benefit transaction during the year or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If 'Yes,' complete Schedule L, Part I		X
c Section 501(c)(3) and 501(c)(4) organizations Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958 <input type="text" value="0."/>		
d Section 501(c)(3) and 501(c)(4) organizations Enter amount of tax on line 40c reimbursed by the organization <input type="text" value="0."/>		
e All organizations At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If 'Yes,' complete Form 8886-T		X
41 List the states with which a copy of this return is filed <input type="text" value="CA"/>		

42a The organization's books are in care of Telephone no
 Located at ZIP + 4

	Yes	No
b At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If 'Yes,' enter the name of the foreign country <input type="text"/>		X
42c See the instructions for exceptions and filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts At any time during the calendar year, did the organization maintain an office outside of the U.S.? If 'Yes,' enter the name of the foreign country <input type="text"/>		X

43 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 - Check here and enter the amount of tax-exempt interest received or accrued during the tax year N/A

	Yes	No
44a Did the organization maintain any donor advised funds during the year? If 'Yes,' Form 990 must be completed instead of Form 990-EZ		X
b Did the organization operate one or more hospital facilities during the year? If 'Yes,' Form 990 must be completed instead of Form 990-EZ		X
c Did the organization receive any payments for indoor tanning services during the year?		X
d If 'Yes' to line 44c, has the organization filed a Form 720 to report these payments? If 'No,' provide an explanation in Schedule O		
45a Did the organization have a controlled entity of the organization within the meaning of section 512(b)(13)?		X
b Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If 'Yes,' Form 990 and Schedule R may need to be completed instead of Form 990-EZ (see instructions)		X

46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If 'Yes,' complete Schedule C, Part I

	Yes	No
46		X

Part VI Section 501(c)(3) organizations and section 4947(a)(1) nonexempt charitable trusts only. All section 501(c)(3) organizations and section 4947(a)(1) nonexempt charitable trusts must answer questions 47-49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI

47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If 'Yes,' complete Schedule C, Part II

	Yes	No
47		X

48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If 'Yes,' complete Schedule E

	Yes	No
48		X

49a Did the organization make any transfers to an exempt non-charitable related organization?

	Yes	No
49a		X

b If 'Yes,' was the related organization a section 527 organization?

	Yes	No
49b		X

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter 'None'

(a) Name and address of each employee paid more than \$100,000	(b) Title and average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
NONE				

e Total number of other employees paid over \$100,000

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter 'None'

(a) Name and address of each independent contractor paid more than \$100,000	(b) Type of service	(c) Compensation
NONE		

e Total number of other independent contractors each receiving over \$100,000

52 Did the organization complete Schedule A? **Note:** All section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A

Yes No

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer: *[Signature]*
 DAVID ELBAZ
 Type of print name and title

Date: 5-30-12
 SECRETARY

Paid Preparer Use Only

Print/Type preparer's name SELWYN GERBER	Preparer's signature <i>[Signature]</i>	Date 5/21/12	Check <input type="checkbox"/> if self-employed	PTIN P00049523
Firm's name GERBER & CO. INC.	Firm's address 1880 CENTURY PARK EAST, SUITE 200 LOS ANGELES, CA 90067-1602	Firm's EIN 65-1210974	Phone no (310) 552-1600	

May the IRS discuss this return with the preparer shown above? See instructions

Yes No

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ. ▶ See separate instructions.

OMB No 1545-0047

2011

Open to Public Inspection

Name of the organization **ADS4 ISRAEL**
C/O DAVID ELBAZ Employer identification number **26-2591185**

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is (For lines 1 through 11, check only one box.)

- 1 A church, convention of churches or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E.)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 An organization that normally receives (1) more than 33-1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions – subject to certain exceptions, and (2) no more than 33-1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 10 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 11 An organization organized and operated exclusively for the benefit of, to perform the functions of, or carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See **section 509(a)(3)**. Check the box that describes the type of supporting organization and complete lines 11e through 11h.
 - a Type I
 - b Type II
 - c Type III – Functionally integrated
 - d Type III – Other
- e By checking this box, I certify that the organization is not controlled directly or indirectly by one or more disqualified persons other than foundation managers and other than one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2).
- f If the organization received a written determination from the IRS that is a Type I, Type II or Type III supporting organization, check this box.
- g Since August 17, 2006, has the organization accepted any gift or contribution from any of the following persons?

	Yes	No
(i) A person who directly or indirectly controls, either alone or together with persons described in (ii) and (iii) below, the governing body of the supported organization?		
(ii) A family member of a person described in (i) above?		
(iii) A 35% controlled entity of a person described in (i) or (ii) above?		

h Provide the following information about the supported organization(s)

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-9 above or IRC section (see instructions))	(iv) Is the organization in column (i) listed in your governing document?		(v) Did you notify the organization in column (i) of your support?		(vi) Is the organization in column (i) organized in the U.S.?		(vii) Amount of support
			Yes	No	Yes	No	Yes	No	
(A)									
(B)									
(C)									
(D)									
(E)									
Total									

BAA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule A (Form 990 or 990-EZ) 2011

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2007	(b) 2008	(c) 2009	(d) 2010	(e) 2011	(f) Total
1 Gifts, grants, contributions, and membership fees received (Do not include any 'unusual grants')		987.	22,165.		100.	23,252.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						0.
3 The value of services or facilities furnished by a governmental unit to the organization without charge						0.
4 Total. Add lines 1 through 3	0.	987.	22,165.	0.	100.	23,252.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						0.
6 Public support. Subtract line 5 from line 4						23,252.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2007	(b) 2008	(c) 2009	(d) 2010	(e) 2011	(f) Total
7 Amounts from line 4	0.	987.	22,165.	0.	100.	23,252.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						0.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						0.
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV)						0.
11 Total support. Add lines 7 through 10						23,252.
12 Gross receipts from related activities, etc (see instructions)					12	0.
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ▶ <input checked="" type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2011 (line 6, column (f) divided by line 11, column (f))	14	%
15 Public support percentage from 2010 Schedule A, Part II, line 14	15	%
16a 33-1/3% support test – 2011. If the organization did not check the box on line 13, and the line 14 is 33-1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization. ▶ <input type="checkbox"/>		
b 33-1/3% support test – 2010. If the organization did not check a box on line 13 or 16a, and line 15 is 33-1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization. ▶ <input type="checkbox"/>		
17a 10%-facts-and-circumstances test – 2011. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and stop here. Explain in Part IV how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization. ▶ <input type="checkbox"/>		
b 10%-facts-and-circumstances test – 2010. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and stop here. Explain in Part IV how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization. ▶ <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions. ▶ <input type="checkbox"/>		

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal yr beginning in) ▶	(a) 2007	(b) 2008	(c) 2009	(d) 2010	(e) 2011	(f) Total
1 Gifts, grants, contributions and membership fees received (Do not include any 'unusual grants')						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support (Subtract line 7c from line 6)						

Section B. Total Support

Calendar year (or fiscal yr beginning in) ▶	(a) 2007	(b) 2008	(c) 2009	(d) 2010	(e) 2011	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV)						
13 Total support. (Add lns 9, 10c, 11, and 12)						

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶

Section C. Computation of Public Support Percentage

15 Public support percentage for 2011 (line 8, column (f) divided by line 13, column (f)).	15	%
16 Public support percentage from 2010 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2011 (line 10c, column (f) divided by line 13, column (f))	17	%
18 Investment income percentage from 2010 Schedule A, Part III, line 17	18	%

19a 33-1/3% support tests – 2011. If the organization did not check the box on line 14, and line 15 is more than 33-1/3%, and line 17 is not more than 33-1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ▶

b 33-1/3% support tests – 2010. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33-1/3%, and line 18 is not more than 33-1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ▶

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶

Part III **Supplemental Information.** Complete to provide the information required by Part I, lines 2e and 6c, and Part II, line 2e. Also complete this part to provide any additional information.

PART III - ADDITIONAL INFORMATION

ADS4ISRAEL.COM IS MERGED WITH OLAM (FEIN #95-4765135), A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION EFFECTIVE FEBRUARY 10, 2012. SEE ATTACHED MERGER AGREEMENT.

Supplemental Information to Form 990 or 990-EZ

2011

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.
▶ Attach to Form 990 or 990-EZ.

Open to Public
Inspection

Department of the Treasury
Internal Revenue Service

Name of the organization ADS4ISRAEL
C/O DAVID ELBAZ

Employer identification number
26-2591185

FORM 990-EZ, PART III - ORGANIZATION'S PRIMARY EXEMPT PURPOSE

ADS4ISRAEL IS A NON-PROFIT CORPORATION ORGANIZED AND OPERATED EXCLUSIVELY FOR CHARITABLE AND EDUCATIONAL PURPOSES. SPECIFICALLY, THIS ORGANIZATION WILL (A) EDUCATE THE PUBLIC ABOUT SUBJECTS USEFUL TO INDIVIDUAL AND BENEFICIAL TO THE COMMUNITY AND (B) TO PROMOTE THE CULTURE OF ISRAEL. WE FURTHER OUR PURPOSES UNDER THIS PROGRAM BY CREATING AND PUBLICIZING ADVERTISEMENTS PROMOTING THE CONTRIBUTIONS THAT ISRAEL HAS MADE TO THE WORLD.

FORM 990-EZ, PART III, LINE 28 - STATEMENT OF PROGRAM SERVICE ACCOMPLISHMENTS

ADS4ISRAEL IS A NON-PROFIT CORPORATION ORGANIZED AND OPERATED EXCLUSIVELY FOR CHARITABLE AND EDUCATIONAL PURPOSES. SPECIFICALLY, THIS ORGANIZATION WILL (A) EDUCATE THE PUBLIC ABOUT SUBJECTS USEFUL TO INDIVIDUAL AND BENEFICIAL TO THE COMMUNITY AND (B) TO PROMOTE THE CULTURE OF ISRAEL. WE FURTHER OUR PURPOSES UNDER THIS PROGRAM BY CREATING AND PUBLICIZING ADVERTISEMENTS PROMOTING THE CONTRIBUTIONS THAT ISRAEL HAS MADE TO THE WORLD.

FORM 990-EZ, PART V - REGARDING TRANSFERS ASSOCIATED WITH PERSONAL BENEFIT CONTRACTS

(A) DID THE ORGANIZATION, DURING THE YEAR, RECEIVE ANY FUNDS, DIRECTLY OR INDIRECTLY, TO PAY PREMIUMS ON A PERSONAL BENEFIT CONTRACT? NO

(B) DID THE ORGANIZATION, DURING THE YEAR, PAY PREMIUMS, DIRECTLY OR INDIRECTLY, ON A PERSONAL BENEFIT CONTRACT? NO

FORM 990-EZ, PART V, LINE 34 - CHANGES TO ORGANIZING OR GOVERNING DOCUMENTS

ADS4ISRAEL.COM IS MERGED WITH OLAM (FEIN #95-4765135), A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION EFFECTIVE FEBRUARY 10, 2012. SEE ATTACHED MERGER AGREEMENT.

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SCHEDULE O - SUPPLEMENTAL INFORMATION

PAGE 2

ADS4ISRAEL
C/O DAVID ELBAZ

26-2591185

FORM 990-EZ, PART I, LINE 16
OTHER EXPENSES

BANK CHARGES
CONTRIBUTIONS

	\$	8.
		<u>6,721.</u>
TOTAL	\$	<u><u>6,729.</u></u>

MERGER AGREEMENT

FEB 10 2012

This agreement ("Agreement") is by and between O L A M, a California nonprofit public benefit corporation with a principal office at 1880 Century Park East, Suite 200, Los Angeles, CA 90067 (hereinafter referred to as "Surviving Corporation"), on the one hand, and MEALS4ISRAEL.com, a California nonprofit public benefit corporation with a principal office at 1880 Century Park East, Suite 200, Los Angeles, CA 90067 and Ads4Israel, a California nonprofit public benefit corporation with a principal office at 1880 Century Park East, Suite 200, Los Angeles, CA 90067 (hereinafter individually referred to as a "Merging Corporation" and collectively referred to as the "Merging Corporations"), on the other hand. This Agreement will be effective ("Effective Date") as prescribed by law.

RECITALS

- A. Surviving Corporation is a California nonprofit public benefit corporation with no members whose current purpose is to advocate and promote the Jewish cause globally and to better the world through Jewish values using a harmonistic approach and whose assets are irrevocably dedicated to the charitable purposes.
- B. Merging Corporations are California nonprofit public benefit corporations with no members whose assets are irrevocably dedicated to charitable purposes. MEALS4ISRAEL.com's purpose is to relieve the poor, distressed and underprivileged (primarily persons living in Israel) by providing basic living necessities, such as food, clothing and money. Ads4Israel's purpose is to promote a positive image of Israel and to dispel misnomers and misrepresentations of Israel.
- C. David Suissa founded Surviving Corporation and Merging Corporations for the purpose of providing certain services to support Israel. As each of the organizations is small and the cost of managing all three has become burdensome, the organizations have determined that it is in their respective best interests to share their resources in furtherance of essentially the same purpose.
- D. The parties are related in that they share office space and certain controlling parties. Such relationships were disclosed to the Board of Directors of each organization who determined that each organization is entering into this Agreement for its own respective benefit and, upon reasonable investigation, each organization has identified this Agreement as just and reasonable and to be in furtherance of its respective mission. As such, the parties do not believe that this transaction is a self-dealing or excess benefit transaction as those terms are defined under applicable state or Federal law. However, notwithstanding such belief, prior to executing this Agreement, the Board of Directors of each organization approved this Agreement in good faith without counting the vote of any interested directors and with the knowledge of the material facts surrounding this Agreement.
- E. Based on certain due diligence that has been performed by the respective parties hereto over several months, through a series of meetings and conferences, which specifically did not include Seton & Associates ("Law Firm"), a law firm who was engaged to prepare this Agreement based on those terms negotiated and agreed upon by the parties, they have each determined it to be

in their best respective interest to enter into an agreement whereby Merging Corporations and Surviving Corporation, in accordance with provisions of the California Nonprofit Corporation Law, shall be merged into a single corporation and Surviving Corporation shall be the surviving corporation of the merger. Upon the merger becoming effective, the three (3) corporations shall be a single corporation.

F. The mission of the Surviving Corporation subsequent to Closing (as defined herein) will be to advocate and promote the Jewish cause globally; to better the world through Jewish values using a harmonistic approach; to relieve the poor, distressed and underprivileged (primarily persons living in Israel) by providing basic living necessities, such as food, clothing and money; to promote a positive image of Israel; and to dispel misnomers and misrepresentations of Israel.

NOW THEREFORE, in consideration of the respective mutual covenants, representations, and warranties contained herein, Merging Corporations shall be merged into Surviving Corporation in accordance with this Agreement on the following terms and conditions:

1. Recitals

The above recitals of fact are incorporated herein as a part of this Agreement.

2. Obligations Prior to Closing

2.1 Obligations of Merging Corporations Prior to Closing

A. Each Merging Corporation shall cooperate with all reasonable requests of Surviving Corporation for access so that Surviving Corporation may exercise such "due diligence" as it deems necessary to make its inspection of all tax, financial, business and other records and files of each Merging Corporation and the assets, debts, liabilities and/or obligations of each Merging Corporation.

C. Each Merging Corporation shall, from time to time, as and when requested by Surviving Corporation, execute and deliver all documents and instruments and take all action necessary or desirable to evidence and/or carry out this merger, including but not limited to executing corporate resolutions evidencing the Board of Directors' approval of the Agreement.

D. Each Merging Corporation shall operate its programs and activities in substantially the same manner as it has conducted the same at the time of the execution of this Agreement.

2.2 Obligations of Surviving Corporation Prior to Closing

A. Surviving Corporation shall exercise such due diligence as it deems necessary to verify the matters set forth in Section 2-1(A).

B. Surviving Corporation shall, from time to time, as and when requested by either Merging Corporation, execute and deliver all documents and instruments and take all action necessary or desirable to evidence and/or carry out this merger, including but not limited to executing a corporate resolution evidencing the Board of Director's approval of the Agreement.

3. Conditions to Closing

3.1 Conditions of Merging Corporations to Close

Each Merging Corporation shall perform the following conditions at or prior to Closing (unless expressly waived by Surviving Corporation):

A. All of the representations and warranties made herein by each Merging Corporation shall be true in all material respects as of the date of Closing.

B. Prior to Closing, MEALS4ISRAEL.com shall have taken those steps necessary to assign its rights under its employment agreements with David Suissa and Shanni Suissa, in place as of the Effective Date, to Surviving Corporation.

C. Each Merging Corporation shall have transferred all monies currently in its bank account(s) into the bank account specified by Surviving Corporation, located at: 1880 Century Park East, Suite 200, Los Angeles, CA 90067. ~~Thereafter, each Merging Corporation shall have closed its current bank account(s).~~

3.2 Conditions of Surviving Corporation to Close

Surviving Corporation shall perform the following conditions at or prior to Closing (unless expressly jointly waived by Merging Corporations):

A. All of the representations and warranties made herein by Surviving Corporation shall be true in all material respects as of the date of Closing.

B. Surviving Corporation shall have submitted this proposed agreement of merger to the Attorney General of California for approval at least twenty (20) days prior to Closing pursuant to Section 6010 of the California Corporations Code.

4. Obligations of the Parties on Closing

4.1 Time and Place of Closing

Closing ("Closing") shall be held on a date and at a location agreed upon between the parties in good faith (~~hereinafter referred to as "Closing Date"~~), but in no case earlier than twenty (20) days after Surviving Corporation has submitted this Agreement to the Attorney General of California.

4.2 Obligations of Merging Corporations On Closing

Each Merging Corporation shall, subject to the terms and conditions hereof and in reliance upon the representations, warranties and agreements contained herein, assign, transfer, convey and unconditionally deliver to Surviving Corporation all assets, including, but not limited to all of its organizational documents (including amendments thereto); all of its resolutions and minutes of meetings

of its directors and/or committees; all of its tax files, returns and other records; all of its financial and other books, records and files, including all documents creating, constituting, defining, describing, evidencing, summarizing, recording and/or perfecting its title to any of its assets and/or the nature and extent thereof and/or its discharge by payment, performance, release, waiver or otherwise of all of its obligations, debts, and liabilities and of any claims against it; and all other intellectual property rights, benefits and privileges, both tangible and intangible, owned, leased or used by each Merging Corporation that such Merging Corporation is aware of at the time of Closing. Each Merging Corporation shall also deliver to Surviving Corporation an officer's certificate authorizing the terms and conditions of this Agreement, similar to or the same as that set forth in Exhibit A of this Agreement, each entitled Certificate of Approval of Merger Agreement, each of which is incorporated herein by this reference and made a part of this Agreement.

4.3 Obligations of Surviving Corporation On Closing

A. Surviving Corporation shall unconditionally deliver then and there to each Merging Corporation a written acknowledgment that it has duly received all of the items referred to in Section 4.2 above.

B. Surviving Corporation shall prepare or file, or cause to be prepared and filed, ~~a final tax return~~ for each Merging Corporation.

C. Surviving Corporation shall pay any tax liability determined to be due by each Merging Corporation, if any.

D. Surviving Corporation shall cause to be prepared and filed the appropriate forms necessary to evidence the merged status of each Merging Corporation. Specifically, ~~Surviving Corporation shall cause to be filed with the Secretary of State of California a copy of the executed Agreement with an officers' certificate of each constituent corporation attached, identifying any other person or persons whose approval is required, and stating that the principal terms of the Agreement in the form attached were duly approved by the Board of Directors.~~

5. Statement of Merger

It is agreed by the parties that on Closing, Merging Corporations shall be merged into Surviving Corporation, the corporate existence of Surviving Corporation shall continue and the separate corporate existence of each Merging Corporation shall cease. The corporate identities, existences, purposes, powers, rights and immunities of each Merging Corporation shall be merged into and vested in Surviving Corporation and the corporate identity, existence, name, purposes, powers, rights and immunities of Surviving Corporation shall continue unaffected and unimpaired by the merger contemplated by this Agreement.

6. Conditions Subsequent to Closing

The parties hereby expressly agree that, in event the Attorney General of California does not provide the requisite waiver or consent to the merger described herein, the transaction contemplated herein shall be voided and this Agreement shall be of no further legal force or effect.

7. Rights and Obligations Subsequent to Closing

Without limiting the obligations set forth in Section 3 hereinabove, the following additional obligations apply to this Agreement and shall survive Closing:

7.1 Rights and Obligations of Merging Corporations Subsequent to Closing

The assets and liabilities of each Merging Corporation at Closing shall be taken on the books of ~~Surviving Corporation at the amounts at which they shall, on such date, be carried on the books of each~~ Merging Corporation.

7.2 Rights and Obligations of Surviving Corporation Subsequent to Closing

A. Surviving Corporation shall thereupon possess all the rights and privileges of each Merging Corporation, and all property, real, personal and mixed, and debts due on whatever account, and all discussions in action, and every other interest belonging to or due to each Merging Corporation shall be deemed to be transferred to and vested in Surviving Corporation, without further act or deed; and the title to any real estate, or any interest therein, vested in each Merging Corporation shall not revert to or be in any way impaired by reason of the merger but shall vest in Surviving Corporation.

B. Surviving Corporation shall henceforth be responsible and liable for all of the liabilities and obligations of Merging Corporation (the "Liabilities"). Any claim existing or action or proceeding pending by or against either Merging Corporation may be prosecuted to judgment by Surviving Corporation, or Surviving Corporation may be substituted in place of either Merging Corporation. Neither the rights of creditors nor any liens upon the property of either Merging Corporation shall be impaired by the merger.

C. Surviving Corporation shall execute and deliver such additional documents and instruments and perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement.

7.3 Warranties, Representations and Covenants of Merging Corporations

Each Merging Corporation hereby makes, after having had the time and opportunity to conduct its own due diligence, but only to the best of its knowledge and belief, the following representations, warranties and covenants which are and shall be true and/or performed not only as of the Effective Date but also as of the Closing Date. The responsibility, if any, for any breach of these respective warranties, representations and covenants shall survive Closing:

A. Each Merging Corporation is a duly-organized corporation, validly existing and in good standing under the laws of the State of California; each has full corporate right, power and authority to conduct its business and programs as herein contemplated to be conducted; each is fully qualified to do business in each jurisdiction in which the nature of the business or programs conducted by it requires such qualification (except where failure to be so qualified is not material to the business or programs of Surviving Corporation); and each holds all necessary licenses and permits from Federal, state and local

authorities for the proper conduct of said business.

B. Each Merging Corporation is a corporation exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code as from time to time amended.

C. The financial statements of each Merging Corporation, which have been made available to Surviving Corporation for inspection, present fairly its financial position as of the dates shown thereon and the results of its operations for the periods ending therewith, prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved (except as otherwise indicated therein) and do not contain any untrue statement of a material fact and contain all material adjustments necessary to make them not misleading.

D. Since the ending date for the period covered by the most recent financial statements of each Merging Corporation, which have been made available to Surviving Corporation for inspection, neither Merging Corporation has suffered any material adverse change in its financial condition, assets, liabilities or activities.

E. Each Merging Corporation, and any persons executing this Agreement on its behalf, have all requisite right, power and authority to execute and deliver this Agreement and to perform their respective obligations hereunder. Further, the execution and delivery of this Agreement as well as the performance by it of its obligations herein have been duly authorized by all requisite corporate action.

F. Except as disclosed to Surviving Corporation, each Merging Corporation has good and marketable title to all of its assets.

G. No statement in this Agreement or any document or certificate furnished, or to be furnished, by either Merging Corporation pursuant hereto contains or will contain any untrue statement of a fact material to either Merging Corporation or will omit to state a fact material to either Merging Corporation necessary in order to make the statements contained therein not misleading.

7.4 Warranties, Representations and Covenants of Surviving Corporation

Surviving Corporation hereby makes, after having had the time and opportunity to conduct its own due diligence, but only to the best of its knowledge and belief, the following representations, warranties and covenants which are and shall be true and/or performed not only as of the Effective Date but also as of the Closing Date. The responsibility, if any, for any breach of these respective warranties, representations and covenants shall survive Closing:

A. Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of California; has full corporate right, power and authority to conduct its business and programs as herein contemplated to be conducted; is fully qualified to do business in each jurisdiction in which the nature of the business or programs conducted by its requires such qualification (except where failure to be so qualified is not material to the business or programs of Surviving Corporation); and holds all necessary licenses and permits from Federal, state and local authorities for the proper conduct of said business.

B. Surviving Corporation is a corporation exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code as from time to time amended.

C. No statement in this Agreement or any document or certificate furnished, or to be furnished, to Merging Corporations pursuant hereto contains or will contain any untrue statement of a fact material to Merging Corporations or will omit to state a fact material to Merging Corporations necessary in order to make the statements contained therein not misleading.

D. Surviving Corporation, and any persons executing this Agreement on its behalf, have all requisite right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Further, the execution and delivery of this Agreement as well as the performance by it of its obligations herein have been duly authorized by all requisite corporate action.

8. Articles of Incorporation of Surviving Corporation; Fictitious Business Names of Surviving Corporation

Section II of the Articles of Incorporation of Surviving Corporation shall be amended to read as follows:

- A. This corporation is a nonprofit PUBLIC BENEFIT CORPORATION and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.
- B. The specific purposes of this corporation are to advocate and promote the Jewish cause globally; to better the world through Jewish values using a harmonistic approach; to relieve the poor, distressed and underprivileged (primarily persons living in Israel) by providing basic living necessities, such as food, clothing and money; to promote a positive image of Israel; and to dispel misnomers and misrepresentations of Israel.

~~Surviving Corporation shall also file Fictitious Business Name Statements with the Los Angeles County Registrar-Recorder/County Clerk in order to allow it to continue to do business as both MEALS4ISRAEL.com and Ads4Israel.~~

9. Bylaws of Surviving Corporation

The bylaws of Surviving Corporation, as existing and constituted immediately prior to the Effective Date, shall be the bylaws of the Surviving Corporation, except that the purposes of Surviving Corporation as set forth in Section II of its current bylaws shall be expanded. Therefore, the first paragraph of Section II(A) shall be amended to read as follows:

~~“The purposes of this corporation are to produce educational materials and develop an internet website to promote the Jewish faith, specifically related to the Torah; to advocate and promote the Jewish cause globally; to better the world through Jewish values using a harmonistic approach; to relieve the poor, distressed and underprivileged (primarily persons living in Israel) by providing basic living necessities, such as food, clothing and money; to promote a positive image of Israel; and to dispel misnomers and misrepresentations of Israel.”~~

For purposes of clarification, the second paragraph of Section II(A), as well as the remainder of Surviving Corporation's bylaws, shall remain unchanged and in effect.

10. Initial Directors and Officers; Employees of Surviving Corporation

10.1 Initial Directors and Officers of Surviving Corporation

Surviving Corporation's directors and officers from and after the Closing Date, until changed in accordance with law and Surviving Corporation's Articles of Incorporation and bylaws, shall be: David Suissa, serving as director and President, Kathy Shapiro, serving as director and Secretary and Selwyn Gerber, serving as director and Treasurer.

10.2 Initial Employees/Independent Contractors of Surviving Corporation

MEALS4ISRAEL.COM, as of the Effective Date of this Agreement, has two (2) employees, David Suissa and Shanni Suissa. MEALS4ISRAEL.COM shall assign its rights under the employment agreements with such individuals to Surviving Corporation prior to the Closing Date as set forth in Section 3.1(B).

11. Membership of Surviving Corporation

Neither Merging Corporation has any membership, thus no members will transfer from such organizations to Surviving Corporation after Closing. Surviving Corporation has no membership as of the Effective Date and does not anticipate having membership on the Closing Date.

12. Further Instruments and Acts

Each party shall duly execute and deliver any and all other instruments and duly and timely perform any and all other acts as may be reasonably necessary or appropriate to implement their respective performances hereunder, including, but not limited to, their performance of their implied covenant of good faith and fair dealing.

13. Confidential Information

Each party recognizes and hereby acknowledges that Confidential Information (as defined herein) concerning the other parties' activities, and the donor lists, plans, materials and documents relating thereto are valuable, special and unique assets of that party. For purposes of this Agreement, "Confidential Information" shall mean all information disclosed by each party to the other, whether in written, oral, graphic, tangible or intangible forms, including but not limited to any technical, financial, ~~business information, proprietary information or Trade Secrets~~ (as defined under the version of the Uniform Trade Secrets Act adopted and in effect in the State of California from time to time during the Term) including, without limitation, donor lists and other donor information and preferences, manuals, forms, memoranda, reports, correspondence, business and fundraising plans, financial plans and reports, budgets, spreadsheets, contracts, records, computer systems and software, designs and prototypes. Each party, and individuals employed or contracted by that party, hereby agree that they will not, in perpetuity,

disclose any such information, materials or documents, or any part thereof, to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever to the furthest extent permitted by applicable law.

14. Termination or Abandonment

This Agreement may be terminated and the merger abandoned at any time before the Effective Date. In the case of any such termination or abandonment, the rights and obligations set forth in Section 12 shall not be extinguished.

15. Miscellaneous

15.1 Notices

Wherever under this Agreement a provision is made for notice of any kind, such notice shall be in writing (including via facsimile and electronic mail) and signed by or on behalf of the party giving or making such notice and it shall be deemed sufficient notice and service thereof when such notice is personally delivered, two (2) days following deposit in U.S. Mail registered or certified, postage prepaid, one (1) day following deposit with an overnight courier, fees prepaid, to the parties at the addresses listed herein, or at the time indicated on the receipt of electronic delivery via email or facsimile confirmation. Either party may designate, in a signed writing delivered to the other party, a different address to which notice shall be sent in writing in accordance with this section.

MEALS4ISRAEL.COM ("Merging Corporation"):
1880 Century Park East, Suite 200
Los Angeles, CA 90067
Email: aw@GerberCo.com
Fax: 310-289-8186

Ads4Israel ("Merging Corporation"):
1880 Century Park East, Suite 200
Los Angeles, CA 90067
Email: aw@GerberCo.com
Fax: 310-289-8186

O L A M ("Surviving Corporation"):
1880 Century Park East, Suite 200
Los Angeles, CA 90067
Email: aw@GerberCo.com
Fax: 310-289-8186

15.2 Governing Law

This Agreement shall be governed by and interpreted under the laws of the State of California.

15.3 Severability; Waiver

In the event that any provision of this Agreement is found to be inconsistent with or is in contravention of any international, federal, state or local law, then such federal, state or local law shall preempt such provision of this Agreement. Notwithstanding the foregoing, if any provision of this Agreement, or any portion thereof, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid and/or unenforceable provision shall be replaced with a valid and/or enforceable provision which most closely approximates the intent and economic effect of the invalid and/or unenforceable provision. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

15.4 Counterparts

This Agreement may be executed in any number of counterparts and each counterpart shall be deemed to be an original instrument, but all of them together shall constitute only one agreement.

15.5 Benefit of Agreement

This Agreement has not been executed for the benefit of any party except for the parties hereto. This Agreement may not be assigned by any party without the express written consent of the other parties. Subject to the foregoing, this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

15.6 Entire Agreement; Amendment

This Agreement contains the full and complete understanding and agreement between the parties with respect to the subject matter addressed herein and no warranties, representations or covenants have been made by any party except as expressly set forth herein and except for the implied covenant of good faith and fair dealing. This Agreement supersedes all other contemporaneous or prior understandings and agreements between the parties, whether written or oral. This Agreement may not be modified or supplemented or rescinded or terminated or replaced or extended except by written instrument executed by the parties hereto.

15.7 Indemnification

The corporation is authorized to indemnify agents to the fullest extent permissible under California law.

15.8 Arbitration of Disputes Between Any of the Parties

In any dispute over the provisions of this Agreement and in other disputes among the parties, if the parties cannot resolve the dispute to their mutual satisfaction, the dispute shall be

submitted to arbitration in accordance with the rules of JAMS in the County of Los Angeles, California. Either party may commence arbitration of the dispute by sending a written request for arbitration to the other party. The parties shall initially share the cost of arbitration, but the prevailing party may be awarded attorney fees, costs and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on all the parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

15.9 Informed Consent of Representation

Each party executed a conflict of interest disclosure form acknowledging and agreeing to Law Firm performing certain legal services in connection with the drafting of this Agreement. As such, each party was made aware of Law Firm's provision of services to three (3) separate and distinct entities, based upon the prior negotiations and verbal agreements/understandings of the respective parties. By signing such consent forms, each party expressly consented to Law Firm's representation of the other parties in drafting the documents memorializing the parties relationship and agreement. The parties hereto further acknowledge and agree that they have been afforded the opportunity to obtain independent legal advice and that they either sought advice of independent legal counsel, or chose not to do so in their sole discretion, and that they have independently determined that the transaction is fair and reasonable to them.

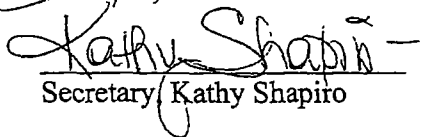
Further, Law Firm prepared this Agreement based on the terms negotiated and agreed to by the parties. Law Firm was not engaged to provide representation to any individual party regarding the negotiated terms or the rights of any individual party in connection to this Agreement. Moreover, Law Firm did not engage in due diligence on behalf of any party to this Agreement, nor was it engaged to do so. The parties each conducted their own due diligence as they saw fit to determine whether this Agreement was in their respective best interests.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date written below.

Surviving Corporation:
O L A M



President, David Suissa



Secretary, Kathy Shapiro

Merging Corporation:
MEALS4ISRAEL.COM

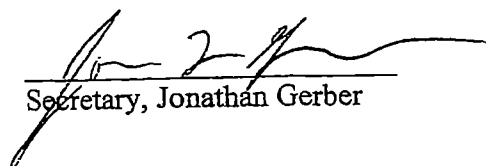


President, David Suissa

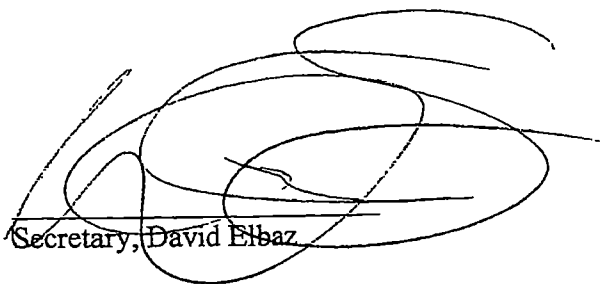
Merging Corporation:
Ads4Israel



President, David Suissa



Secretary, Jonathan Gerber



Secretary, David Elbaz

**EXHIBIT A
CERTIFICATE OF APPROVAL
OF
MERGER AGREEMENT**

David Suissa and Jonathan Gerber certify that:

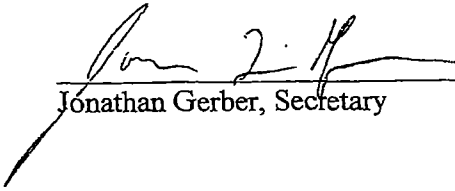
1. They are the president and the secretary, respectively, of MEALS4ISRAEL.COM , a California Nonprofit Public Benefit Corporation.
2. The principal terms of the Merger Agreement in the form attached were duly approved by the Board of Directors.
3. The corporation has no members.
4. No other approvals are required.
5. The Attorney General of the State of California has been provided with notice of the merger.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.



David Suissa, President

Date: 1-23-12



Jonathan Gerber, Secretary

Date: 1-23-12

**EXHIBIT A
CERTIFICATE OF APPROVAL
OF
MERGER AGREEMENT**

David Suissa and David Elbaz certify that:

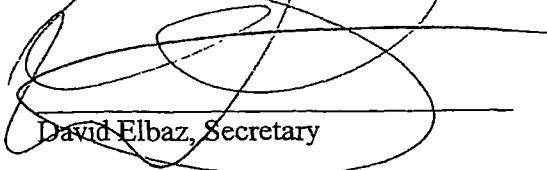
1. They are the president and the secretary, respectively, of Ads4Israel, a California Nonprofit Public Benefit Corporation.
2. The principal terms of the Merger Agreement in the form attached were duly approved by the Board of Directors.
3. The corporation has no members.
4. No other approvals are required.
5. The Attorney General of the State of California has been provided with notice of the merger.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.



David Suissa, President

Date: 1-23-12



David Elbaz, Secretary

Date: 2/03/12

**EXHIBIT A
CERTIFICATE OF APPROVAL
OF
MERGER AGREEMENT**

David Suissa and Kathy Shapiro certify that:

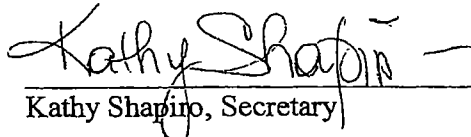
1. They are the president and the secretary, respectively, of O L A M, a California Nonprofit Public Benefit Corporation.
2. The principal terms of the Merger Agreement in the form attached were duly approved by the Board of Directors.
3. The corporation has no members.
4. No other approvals are required.
5. The Attorney General of the State of California has been provided with notice of the merger.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.



David Suissa, President

Date: 1-23-12



Kathy Shapiro, Secretary

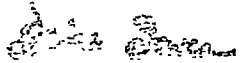
Date: 1-23-12



I hereby certify that the foregoing
transcript of 15 page(s)
is a full, true and correct copy of the
original record in the custody of the
Criminal Secretary of State's office.

FEB 13 2012

Date: _____


DEBRA BOWEN, Secretary of State