PLAINTIFF'S EXHIBIT RA-282b

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

SECURITIES AND EXCHANGE COMMISSION Plaintiff, v. RAPID-AMERICAN CORPORATION, et al., Defendants.	CIVIL ACTION NO. CONSENT AND UNDERTAKING OF RAPID-AMERICAN CORPORATION

1. Defendant Rapid-American Corporation ("Rapid") admits the jurisdiction of this Court over it and over the subject matter of this action and further admits to the service upon it of Plaintiff Securities and Exchange Commission's ("Commission") Complaint for Permanent Injunction ("Complaint"), and waives the filing of an Answer.

2. Rapid, without admitting or denying any of the allegations in the Complaint, except as to jurisdiction, which it admits, hereby consents to the entry of the Final Judgment of Permanent Injunction ("Final Judgment") in the form annexed hereto enjoining it from violating Sections 13(a) and 14(a) of the Securities Exchange Act of 1934 [15 U.S.C. 78m(a) and 78n(a)] and Rules 12b-20, 13a-1, 14a-3 and 14a-9 thereunder [17 C.F.R. 240.12b-20, 240.13a-1, 240.14a-3 and 240.14a-9].

3. This Consent and Undertaking of Rapid ("Consent") is executed, and the Final Judgment in the form annexed hereto is entered without trial, argument or adjudication of any issue of fact or law. Rapid hereby waives the entry of findings of fact and conclusions of law.

4. Rapid waives any right it may have to appeal from the Final Judgment in the form annexed hereto.

5. Rapid enters into this Consent voluntarily, and no promise or threat of any kind whatsoever has been made by the Commission or any members of the staff to induce Rapid to enter into this Consent.

6. Rapid agrees that the Final Judgment in the form annexed hereto may be presented by the Commission to the Court for signature and entry without further notice.

7. As part of the settlement of this matter Rapid undertakes the following:

a. To appoint, within 30 days of the entry of the Final Judgment in this matter, four persons to the Rapid Board of Directors who are not present or former members of management, and who do not and did not in the past have any business relationship with Rapid, any of its affiliates or subsidiaries or any business or family relationship with any existing officer or director of Rapid and who are not unsatisfactory to the staff of the Commission. Rapid agrees also to nominate such persons for election by its shareholders to its Board of Directors at least at its next Annual Meeting and at all annual meetings held within five years of the entry of the Final Judgment in this matter so long as those persons desire to serve and are able to do so. Rapid also agrees that such four persons shall serve on the Transaction Review Committee of its Board to be created pursuant to Paragraph 7.e. below;

b. To maintain four persons who meet the qualifications set forth in paragraph 7.a. ("Unrelated Persons") on the Board of Directors of Rapid for at least five years from the entry of the Final Judgment in this matter by the nomination for election or the appointment, where necessary, of new Unrelated Persons to the Board of Directors of Rapid in the event of the unwillingness or inability of an existing Unrelated Person to continue to serve, which new Unrelated Person shall be approved by a majority of the Unrelated Persons who are remaining on the Board of Directors of Rapid and serving pursuant to this Consent and who shall not be unsatisfactory to the staff of the Commission;

c. Persons who are elected or appointed pursuant to paragraph 7.b. shall, for a period of at least five years from the entry of the Final Judgment in this matter, be nominated by the Board of Directors for election by the shareholders of Rapid to the Board of Directors at all annual meetings which are held after such election or appointment so long as such persons desire to serve and are able to do so;

d. Rapid may remove directors who are Unrelated Persons for good cause provided that before such action is taken Rapid notifies the staff of the Commission that such action is contemplated and states the reasons therefor. Replacements for such directors removed for cause shall meet the requirements of and be selected pursuant to paragraph 7.b. above;

e. To create, within 30 days of the entry of the Final Judgment in this matter, and to maintain for a period of at least five years from the entry of the Final Judgment in this matter, a Transaction Review Committee of the Rapid Board of Directors to be comprised of the four Unrelated Persons serving pursuant to this Consent, and to perform the functions set forth in this Consent.

8. Rapid further undertakes that for a period of at least five years from the entry of the Final Judgment in this matter, neither it nor its affiliates or subsidiaries, including McCrory Corporation, will enter into transactions which present a real, potential or apparent conflict of interest between Rapid, its affiliates or subsidiaries ("the Company") and their officers, directors and control persons, without prior scrutiny of such transactions by the Transaction Review Committee of the Rapid Board and a written determination by the Transaction Review Committee, that the transaction is not prohibited pursuant to paragraph 10 of this Consent and does not conflict with the interests of the Company. For the purposes of this paragraph a transaction

involving a real, potential or apparent conflict of interest shall include transactions similar to those alleged in paragraphs 17 through 50 and 67 through 70 of the Complaint in this matter and shall also include but shall not be limited to the following:

1) Any transaction, other than those related to compensation matters, with any officer, director, or control person of the Company, any member of his or her family, or with any entity or organization in which any officer, director or control person of the Company or any member of his or her immediate family holds or proposes to acquire, directly of indirectly, a 5 percent or more ownership interest, or which any such person controls ("affiliated entity");

2) Any transaction with any person, entity or organization with which any officer, director or control person of the Company, or any member of his or her immediate family, or any of their affiliated entities had within the past two years, presently has or proposes to have business relationships or transactions, including the borrowing of money, which involved, involves or which will involve the payment or receipt in any twelve-month period of monies, goods or services worth at least $10,000, provided however that transactions involving mortgage payments on property occupied as a principal residence, and payments for current and ordinary household and living expenses such as household furnishings, automobile, education, vacation, and similar expenses shall not be deemed to involve a conflict of interest.

9. For a period of at least five years from the entry of the Final Judgment in this matter, Rapid further undertakes to secure the prior approval of its Board of Directors or Executive

Committee thereof before the Company makes any commitments for payment of finders', promoters', brokers', or consultants' fees, other than (a) commitments of a routine nature arising out of real estate transactions entered into in the Company's normal course of business and (b) other commitments of a routine nature arising out of the Company's normal course of business and not exceeding $25,000 in cash or non-cash compensation, with respect to any one transaction.

10. The Company agrees not to enter into any transaction with any person, which transaction is in any way related to, or in consideration of any other transaction which such person had, has or proposes to have with any officer, director or control person of the Company, any member of his or her family or any of their affiliated entities.

11. In order to effectuate paragraphs 8 and 10 of this Consent, the Company undertakes to require its officers, directors and control persons to provide to the Transaction Review Committee of the Rapid Board written information necessary for the Transaction Review Committee to perform its functions set forth in this Consent.

12. Rapid further undertakes to comply with and to cause its officers, directors, employees, affiliates and subsidiaries to comply with the undertakings set forth in this Consent and to cause the Transaction Review Committee of its Board of Directors to use its best efforts to ensure compliance with the undertakings set forth in this Consent. In this regard Rapid agrees to provide funds and personnel to the Transaction Review Committee which the Transaction Review Committee deems appropriate to carry out its functions as set forth herein.

13. The Company further undertakes to maintain for a five year period all documents relating to the enforcement of and compliance or non-compliance with the undertakings herein, including all

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Action by the Executive Committee within the scope of this paragraph 9 shall thereafter be submitted as promptly as practicable to the Board of Directors for approval or disapproval.

written determinations by the Transaction Review Committee pursuant to paragraph 8 of this Consent and all written information provided to the Transaction Review Committee pursuant to paragraph 11 of this Consent. Rapid further agrees to provide to the Commission, at its request, access to such documents. Rapid hereby agrees not to assert against the Commission any privilege or work-product claim as to such documents, provided, however, that nothing contained in this document shall constitute a waiver of or otherwise affect the right of Rapid or any other person to assert against any individual or entity other than the Commission any lawful privilege to which it might otherwise be entitled.

14. Rapid agrees that this Consent shall be incorporated by reference in, and made part of, the Final Judgment to be entered against Rapid in this action, with the understanding that nothing in this Consent or in the Final Judgment shall be considered, construed, deemed, or used by anyone in this or in any other action, as an admission by Rapid of any issue, fact, or claim in this action, provided however, that the Final Judgment and this Consent may be introduced in any proceeding, suit or action brought or instituted for the enforcement of the terms and conditions of the Final Judgment and this Consent.

RAPID-AMERICAN CORPORATION

By: ______________________

Rubin Baum Levin Constant & Friedman By Carl Robert Aron
A Member of the Firm

Rubin Baum Levin Constant & Friedman
645 Fifth Avenue
New York, NY 10022
Counsel to Defendant Rapid-American Corporation

Dated: August 16, 1979
Washington, DC

STATE OF FLORIDA)
) ss.:
COUNTY OF BROWARD)

On this 15 day of August, 1979, before me personally came BERNARD J. BLANEY, to me known, who being by me duly sworn, did depose and say that he resides at 104 Crabapple Road, Manhasset, New York; that he is the Vice President and Treasurer of RAPID-AMERICAN CORPORATION, the corporation described in and on behalf of which he executed the Consent and Undertaking of RAPID-AMERICAN Corporation (the "Consent") to which this acknowledgement is annexed; that he knows the seal affixed to the Consent is the seal of that corporation; that the seal was affixed to the Consent by order of the Board of Directors of that corporation; and that he signed his name to the Consent by like order.

Charlotte Bickford

Notary Public

Notary Public, State of Florida at [illegible]
My Commission Expires [illegible]
Bonded by American Fire & Casualty Company

SECRETARY'S CERTIFICATE

I, Stuart Aarons, Secretary of Rapid-American Corporation, a Delaware corporation (the "Company"), hereby certify that (a) the following resolutions were adopted by the Board of Directors of the Company at a meeting thereof duly called and held on August 8, 1979, and (b) such resolutions have not been amended or rescinded:

> RESOLVED, that the Company is authorized to settle an action entitled Securities and Exchange Commission v. Rapid-American Corporation, Meshulam Riklis, McCrory Corporation, Kenton Corporation to be commenced in the United States District Court for the District of Columbia (the "Action") and in connection therewith to deliver a written consent (the "Consent") to the entry of a final judgment of permanent injunction against the Company (the "Judgment"), the Consent and the Judgment to be in the form to be agreed upon between counsel to the Company and the Securities and Exchange Commission; and it is further
>
> RESOLVED, that the Chairman of the Board, the Vice-Chairman of the Board, the President, any Vice President, the Treasurer, the Assistant Treasurer, the Secretary, and any Assistant Secretary of the Company, or any one or more of them, are hereby authorized and directed to execute and deliver the Consent and any other required document on behalf of the Company and to do such other things as may be necessary or advisable in connection with the settlement of the Action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company on August 15, 1979.

Stuart H. Aarons

Secretary

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this day of August, 1979, before me personally came STUART AARONS, to me known, who being by me duly sworn, did depose and say that: (a) he resides at 4525 Henry Hudson Parkway, New York, New York; (b) he is the Secretary of RAPID-AMERICAN CORPORATION, the corporation described in and on behalf of which he executed the certificate to which this acknowledgement is annexed; (c) he knows that (i) the seal affixed to that certificate is the seal of RAPID-AMERICAN CORPORATION, and (ii) the seal was affixed to that certificate by order of the Board of Directors of RAPID-AMERICAN CORPORATION; and (d) he signed his name to that certificate by like order.

Notary Public

SEYMORE GREENE
Notary Public, State of New York
No. 30-1557950
Qualified in Nassau County
Commission Expires March 30, 1981

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