Opinion

Your firm represents Abrogast Fabrication Activities, Inc. in the sale of the company’s stock to Fast Holdings, Inc. After negotiations with a senior partner at your firm, Buyers’ counsel has prepared the following opinion and sent it to the senior partner at your firm for comments. Jane Partner, Sr. has asked you to review the Buyers’ draft opinion. In addition to Jane and yourself, Jane confirmed that the only other people at your firm that have worked on the transaction are Susan Kolleague (another attorney at the firm) and Iam Dependable (a paralegal), and that none of these people has any knowledge of litigation or claims pending or threatened against Abrogast.

Jane wants you to confirm that the opinion (i) contains a limitation for actual knowledge with respect to claims against Abrogast; (ii) expressly limits reliance on the opinion to FHI; (iii) contains an exception regarding violations of applicable law for the exercise of customary professional diligence; (iv) includes in appropriate circumstances standard exceptions for bankruptcy (and other similar laws) and general principles of equity; and (v) does not opine on any factual matters (non-legal) other than those matters related to the shareholders (who they are and how many shares they hold) and the Company’s capitalization (shares authorized and outstanding).

The Agreement provides that New York is the governing law but you and the other attorneys in your firm are licensed to practice law only in the state of Texas.

In addition, similar to any document you review, you should check the opinion for consistencies, proper cross-references, typographical errors, general format etc. making any changes or clean-up you think advisable. Note, you personally reviewed the Company shareholder ledger and prepared Attachment 1 to the Opinion as part of your due diligence activities, thus you know it is accurate.

After reviewing the opinion and making any changes required by the instructions set forth above, you should prepare a new version of the document MARKED TO SHOW CHANGES, if any, as if you were going to return it to FHI’s counsel.
Form of Opinion of Seller’s Counsel

November [___], 2004

Fast Holdings, Inc.
12345 Engelbreit Parkway
Ypsilanti, Michigan 48198

Ladies and Gentlemen:

We have acted as counsel for Juan Alfredo Sanchez, Heidi L. Sanchez, Guillermo Alfonzo Sanchez, Ursula Sanchez de Alvarone, and Luz Maria Hectorano, who are all shareholders of Abogast Fabrication Activities, Inc., a Texas corporation (the “Company”), and this opinion is furnished to you at the request of the Shareholders, pursuant to Section 4.6 of the Stock Purchase Agreement executed on the date hereof (the “Agreement”) by and between Fast Holdings, Inc., a New York corporation (“FHI”) and the Shareholders.

In connection herewith, we have examined and relied without independent investigation as to matters of fact upon originals or copies, certified or otherwise identified to our satisfaction, of such certificates of public officials, certificates and statements of officers of the Company and such other documents, corporate records and instruments as we have deemed necessary or appropriate to enable us to render the opinions expressed below. In our examination of the foregoing, we have confirmed the genuineness of all signatures on all documents examined by us, the authenticity of all documents submitted to us as originals, the conformity to authentic originals of all documents submitted to us as certified or photostatted copies, and the due execution and delivery of all documents (other than the Agreement) where due execution and delivery are a prerequisite to the effectiveness thereof.

Based upon the foregoing and in reliance thereon, and subject to the qualifications and limitations stated herein, we are of the opinion that:

1. FHI is a corporation validly existing in good standing under the laws of the state of Texas, and has full corporate power and corporate authority to own, lease and operate its assets and properties and to carry on its business as presently conducted;

2. The execution, delivery and performance by the Company of the Agreement (and the ancillary documents executed in connection therewith), and the consummation of the transactions contemplated thereby, have been duly authorized by all requisite action on the part of the Shareholders, and each Shareholder possesses all requisite capacity, power and authority to enter into the Agreement (and the ancillary documents executed in connection therewith);

3. The Agreement (and the ancillary documents executed in connection therewith) have been duly executed and delivered by the Stockholders and constitute the legal,
valid and binding obligations of each of the Shareholders, enforceable against them in accordance with their respective terms

4. The execution and delivery of the Agreement (and the ancillary documents executed in connection therewith), and the fulfillment of and compliance with the terms and provisions of the Agreement (and the ancillary documents executed in connection therewith) by the Shareholders do not, except as may be set forth in the Schedules to the Agreement, (i) violate any of the provisions of the Articles of Incorporation or By-Laws of the Company, (ii) violate any applicable statute, rule or regulation which would be recognized in the exercise of customary professional diligence as being directly applicable to the Company or the Shareholders, (iii) require any governmental authorization or any other consent of any governmental body or other person; (iv) violate any existing obligation of the Company or any Shareholder under any judgment, ruling, writ, injunction, decree or other court order known to us, which is now applicable to the Company or any of the Shareholders; or (v) result in the creation of any encumbrance on any of the assets or the Shares;

5. The authorized capital stock of the Company consists of 6,000 shares of common stock, par value $1.00 per share. Of such shares, 3,000 shares are duly authorized, validly issued, and outstanding, fully paid and non-assessable. There are no shares of treasury stock held by the Company. Other than the Shares, there are no securities of the Company issued and outstanding, including rights or options to acquire securities of the Company. The Shares are free of any preemptive rights. The registered owners of the issued and outstanding Shares are set forth on Attachment 1 hereto;

6. There is no consent, approval, order or authorization of, or registration or other action by, or filing with, any third party that is required to be made or obtained by the Sellers and no consent, approval, order or authorization of, or registration, or other action by, or filing with, any governmental body, arising under the laws of any country, state or province, is required to be made or obtained by any Shareholder, in connection with the execution and delivery of the Agreement (and the ancillary documents to be executed in connection therewith) by the Shareholders, or the consummation of the transactions contemplated thereby;

7. All accounts receivable of the Company that are reflected on the Balance Sheet represent valid obligations due the Company and are fully collectible notwithstanding any respective reserve reflected on the Balance Sheet. There has been no other Adverse Material Change in the Company’s Operations since the date of the Company’s last audited financial statements.

8. There is no proceeding pending or threatened against the Company or any Shareholder which may in any manner materially adversely affect the business of the Company or dispute or call into question the enforceability of the Agreement (or any of the ancillary documents executed in connection therewith) or the capacity, power and authority of any Shareholder to execute and deliver such documents or to complete the transactions contemplated thereby; and
8. The Company will acquire all of the rights of Shareholders in the Shares, free of any adverse claim, any lien in favor of the Company or any third party, and any restriction on transfer.

We understand that you are delivering a copy of this opinion to the Bank in connection with the financing of the transactions contemplated by the Agreement and agree that the Bank may rely on this opinion as if it were addressed to them.

Very truly yours,
ABROGAST FABRICATION ACTIVITIES, INC.

Shareholders List

<table>
<thead>
<tr>
<th>Cert. No.</th>
<th>Date</th>
<th>Holder</th>
<th>No. of Shares</th>
<th>Disposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2/23/94</td>
<td>Juan Alfredo &amp; Heidi L. Sanchez, H/W</td>
<td>1500</td>
<td>Cancelled</td>
</tr>
<tr>
<td>2</td>
<td>2/23/94</td>
<td>Guillermo Alfredo Sanchez</td>
<td>500</td>
<td>outstanding</td>
</tr>
<tr>
<td>3</td>
<td>2/23/94</td>
<td>Ursula Sanchez de Alvarone</td>
<td>500</td>
<td>outstanding</td>
</tr>
<tr>
<td>4</td>
<td>8/5/98</td>
<td>Luz Maria Hectorano</td>
<td>500</td>
<td>outstanding</td>
</tr>
<tr>
<td>5</td>
<td>5/14/01</td>
<td>Juan Alfredo Sanchez., trustee of the Juan A.</td>
<td>750</td>
<td>outstanding</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sanchez Children’s Trust</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>UTA dated 5/10/01</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>5/14/01</td>
<td>Heidi L. Sanchez.,</td>
<td>750</td>
<td>outstanding</td>
</tr>
<tr>
<td>7</td>
<td>9/18/02</td>
<td>Alex Hector Aguiliara</td>
<td>250</td>
<td>outstanding</td>
</tr>
</tbody>
</table>