

July 5, 2019

To Each of the Persons Listed
on Schedule A Attached Hereto

Re: Brookfield Infrastructure Fund III MM, LLC
Arc Light Transmission LLC
Kilovolt Transmission LLC
Livewire Transmission LLC
Ohmic Transmission LLC

Ladies and Gentlemen:

We have acted as special Delaware counsel for Brookfield Infrastructure Fund III MM, LLC, a Delaware limited liability company (the "Managing Member"), and Arc Light Transmission LLC (f/k/a Denise Brazil Transmission I LLC) ("Transmission I"), Kilovolt Transmission LLC (f/k/a Denise Brazil Transmission II LLC) ("Transmission II"), Livewire Transmission LLC (f/k/a Denise Brazil Transmission III LLC) ("Transmission III"), and Ohmic Transmission LLC (f/k/a Denise Brazil Transmission IV LLC) ("Transmission IV"), each a Delaware limited liability company (each, a "Transmission LLC" and collectively, the "Transmission LLCs"), in connection with the matters set forth herein. At your request, this opinion is being furnished to you.

For purposes of giving the opinions hereinafter set forth, our examination of documents has been limited to the examination of executed or conformed counterparts, or copies otherwise proved to our satisfaction, of the following:

(a) The Certificate of Formation of each Transmission LLC, each as described on Schedule B attached hereto (each, an "LLC Certificate" and collectively, the "LLC Certificates");

(b) The Amended and Restated Limited Liability Company Agreement of each Transmission LLC, each as described on Schedule B attached hereto (each, an "LLC Agreement," and collectively, the "LLC Agreements");



(c) The Certificate of Formation of the Managing Member, dated March 18, 2016 (the "MM Certificate"), as filed in the office of the Secretary of State on March 18, 2016;

(d) The Limited Liability Company Agreement of the Managing Member, dated as of March 18, 2016, as amended by the First Amendment thereto, dated as of May 25, 2016 (as so amended, the "MM Agreement");

(e) The Guarantee, dated as of July 5, 2019 (the "Transaction Document"), by each of the Transmission LLCs, as guarantors, and accepted by SIMPLIFIC PAVARINI DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS LTDA., a Brazilian companhia limitada, acting in its capacity as fiduciary agent and representative of the Debenture Holders of 1^a (Primeira) Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, com Garantia Fidejussória Adicional, em Série Única, para Distribuição Pública com Esforços Restritos de Distribuição, da Transmissora Sertaneja de Eletricidade S.A. (Debenture Holders) (together with its successors and assigns, the "Fiduciary Agent"), in connection with the Guaranteed Obligations (as defined therein) of Transmissora Sertaneja De Eletricidade S.A., a Brazilian sociedade anônima;

(f) The Unanimous Written Consent of the Sole Manager of the Managing Member and the Sole Manager of the managing member of the Transmission LLCs, dated as of July 5, 2019 (the "MM Consent");

(g) The Certificate of the sole manager of the Managing Member, dated July 5, 2019, as to certain matters;

(h) The documents listed on Schedule C attached hereto;

(i) A Certificate of Good Standing for the Managing Member, dated July 3, 2019, obtained from the Secretary of State; and

(j) A Certificate of Good Standing for each Transmission LLC, dated July 3, 2019, obtained from the Secretary of State.

Initially capitalized terms used herein and not otherwise defined are used as defined in the applicable LLC Agreement.

For purposes of this opinion, we have not reviewed any documents other than the documents listed in paragraphs (a) through (j) above. In particular, we have not reviewed any document (other than the documents listed in paragraphs (a) through (j) above) that is referred to in or incorporated by reference into any document reviewed by us. We have assumed that there exists no provision in any document that we have not reviewed that is inconsistent with the opinions stated herein. We have conducted no independent factual investigation of our own but rather have relied solely upon the foregoing documents, the statements and information set forth

therein and the additional matters recited or assumed herein, all of which we have assumed to be true, complete and accurate in all material respects.

With respect to all documents examined by us, we have assumed that (i) all signatures on documents examined by us are genuine, (ii) all documents submitted to us as originals are authentic, and (iii) all documents submitted to us as copies conform with the original copies of those documents.

For purposes of this opinion, we have assumed (i) that there are no proceedings pending or contemplated for the merger, consolidation, conversion, division, dissolution, liquidation or termination of the Managing Member or the Transmission LLCs, (ii) that any amendment or restatement of any document reviewed by us has been accomplished in accordance with, and was permitted by, the relevant provisions of said document prior to its amendment or restatement from time to time, (iii) except to the extent provided in paragraphs 1 and 2 below, the due organization, formation or creation, as the case may be, and valid existence in good standing of each party to the documents examined by us under the laws of the jurisdiction governing its organization, formation or creation, (iv) the legal capacity of each natural person who is a signatory to any of the documents examined by us, (v) except to the extent provided in paragraph 3 below, that each of the parties to the documents examined by us has the power and authority to execute and deliver, and to perform its obligations under, such documents, (vi) except to the extent provided in paragraph 4 below, the due authorization, execution and delivery by all parties thereto of all documents examined by us, (vii) that the Managing Member and each of the Transmission LLCs derive no income from or connected with sources within the State of Delaware and have no assets, activities (other than the maintenance of a registered office and registered agent in the State of Delaware and the filing of documents with the Secretary of State) or employees in the State of Delaware, and (viii) that the Transaction Document constitutes a binding and valid obligation of the parties thereto, and are enforceable against the parties thereto, in accordance with its terms.

This opinion is limited to the laws of the State of Delaware that are currently in effect (excluding the securities laws and blue sky laws of the State of Delaware), and we have not considered and express no opinion on the laws of any other jurisdiction, including federal laws and rules and regulations relating thereto. In rendering the opinions set forth herein, we express no opinion concerning the creation, attachment, perfection or priority of any security interest, lien or other encumbrance.

Based upon the foregoing, and subject to the assumptions, qualifications, limitations and exceptions set forth herein, we are of the opinion that:

1. The Managing Member has been duly formed and is validly existing in good standing as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq. (the "LLC Act").

2. Each of the Transmission LLCs has been duly formed and is validly existing in good standing as a limited liability company under the LLC Act.

3. Under the LLC Act, the applicable LLC Agreement and the MM Consent, each of the Transmission LLCs has the requisite limited liability company power and authority to execute and deliver, and to perform its obligations under, the Transaction Document.

4. Under the LLC Act, the applicable LLC Agreement and the MM Consent, the execution and delivery by each Transmission LLC of the Transaction Document, and the performance by such Transmission LLC of its obligations thereunder, have been duly authorized by the requisite limited liability company action on the part of such Transmission LLC. The Transaction Document has been duly executed and delivered by each Transmission LLC.

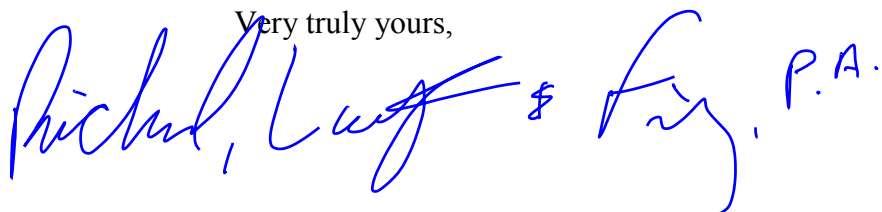
5. The execution and delivery by each Transmission LLC of the Transaction Document, and the performance by each Transmission LLC of its obligations thereunder, do not violate (i) any Delaware law, rule or regulation, or (ii) the applicable LLC Certificate or the applicable LLC Agreement.

6. No authorization, consent, approval or order of any Delaware court or any Delaware governmental or administrative body is required to be obtained by the Transmission LLCs solely in connection with the execution and delivery by each Transmission LLCs of the Transaction Document, or the performance by such Transmission LLC of its obligations thereunder.

We note that side letters or similar agreements may have the effect of establishing rights under, or altering or supplementing the terms of, the LLC Agreements or any Subscription Agreement, as provided in Section 14.12 of each LLC Agreement.

We understand that you will rely as to matters of Delaware law upon this opinion in connection with the entering into of the Transaction Document. In connection with the foregoing, we hereby consent to your and your successors' and assigns' relying as to matters of Delaware law upon this opinion, subject to the understanding that the opinions rendered herein are given on the date hereof and such opinions are rendered only with respect to facts existing on the date hereof and laws, rules and regulations currently in effect. Except as stated above, without our prior written consent, this opinion may not be furnished or quoted to, or relied upon by, any other Person for any purpose.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Richard L. Luff & Fy, P.A.", is written over the "Very truly yours," text.

MKS/JLB

SCHEDULE A

SIMPLIFIC PAVARINI DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS LTDA., a Brazilian companhia limitada, acting in its capacity as fiduciary agent and representative of the Debenture Holders

SCHEDULE B

CERTIFICATES OF FORMATION

1. The Certificate of Formation of Transmission I, dated December 8, 2015, as filed in the office of the Secretary of State on December 8, 2015, as amended by the Certificate of Amendment thereto, dated as of December 11, 2015, as filed in the office of the Secretary of State on December 14, 2015.
2. The Certificate of Formation of Transmission II, dated December 8, 2015, as filed in the office of the Secretary of State on December 8, 2015, as amended by the Certificate of Amendment thereto, dated as of December 11, 2015, as filed in the office of the Secretary of State on December 14, 2015.
3. The Certificate of Formation of Transmission III, dated December 8, 2015, as filed in the office of the Secretary of State on December 8, 2015, as amended by the Certificate of Amendment thereto, dated as of December 11, 2015, as filed in the office of the Secretary of State on December 14, 2015.
4. The Certificate of Formation of Transmission IV, dated December 8, 2015, as filed in the office of the Secretary of State on December 8, 2015, as amended by the Certificate of Amendment thereto, dated as of December 11, 2015, as filed in the office of the Secretary of State on December 14, 2015.

LLC AGREEMENTS

1. The Amended and Restated Limited Liability Company Agreement of Transmission I, dated as of May 17, 2016.
2. The Amended and Restated Limited Liability Company Agreement of Transmission II, dated as of May 17, 2016.
3. The Amended and Restated Limited Liability Company Agreement of Transmission III, dated as of May 17, 2016.
4. The Amended and Restated Limited Liability Company Agreement of Transmission IV, dated as of May 17, 2016.

SCHEDULE C

1. The Limited Liability Company Agreement of Transmission I, dated December 8, 2015, as amended by the First Amendment thereto, dated as of December 14, 2015.
2. The Limited Liability Company Agreement of Transmission II, dated December 8, 2015, as amended by the First Amendment thereto, dated as of December 14, 2015.
3. The Limited Liability Company Agreement of Transmission III, dated December 8, 2015, as amended by the First Amendment thereto, dated as of December 14, 2015.
4. The Limited Liability Company Agreement of Transmission IV, dated December 8, 2015, as amended by the First Amendment thereto, dated as of December 14, 2015.