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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. 2)\***

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**Bristow Group Inc.**  
(Name of Issuer)

**Common Stock (\$0.01 par value)**  
(Title of Class of Securities)

**676255 10 2**  
(CUSIP Number)

**Mr. Graeme P. Denison, Caledonia Investments plc, 2nd Floor, Stratton House, 5 Stratton Street,  
London, England W1J 8LA (44-20-7802-8080)**  
(Name, Address and Telephone Number of Person Authorized to Receive Notice and Communications)

**February 20, 2017**  
(Date of Event which Requires Filing of Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box ☐.

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**NOTE:** Schedules filed in paper format shall include a signed original and five copies of the Schedule, including all exhibits. See § 240.13d-7(b) for other parties to whom copies are to be sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1)	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NO. OF ABOVE PERSONS (entities only)  <b>Caledonia Investments plc</b>		
2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3)	SEC USE ONLY		
4)	SOURCE OF FUNDS (See Instructions)  <b>WC</b>		
5)	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>		
6)	CITIZENSHIP OR PLACE OF ORGANIZATION  <b>England and Wales</b>		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7)	SOLE VOTING POWER  <b>2,848,767</b>	
	8)	SHARED VOTING POWER	
	9)	SOLE DISPOSITIVE POWER  <b>2,848,767</b>	
	10)	SHARED DISPOSITIVE POWER	
11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  <b>2,848,767</b>		
12)	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>		
13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  <b>8.11%</b>		
14)	TYPE OF REPORTING PERSON (See Instructions)  <b>CO</b>		

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**Schedule 13D**

**(Amendment No. 2)  
Under the Securities Exchange Act of 1934**

**EXPLANATORY NOTE**

This Amendment No. 2 to Schedule 13D (“Amendment No. 2”) is being filed with respect to the beneficial ownership of the Reporting Persons in Bristow Group Inc. (the “Issuer”). This Amendment No. 2 supplements the Schedule 13D as previously filed on November 12, 2015, as amended by Amendment No. 1 previously filed on February 18, 2016 (as amended, the “Schedule 13D”). Each Item below amends and supplements the information disclosed under the corresponding Item of Schedule 13D. Unless otherwise indicated herein, capitalized terms used but not defined in this Amendment No. 2 shall have the same meaning herein as are ascribed to such terms in Schedule 13D. Except as set forth herein, this Amendment No. 2 does not modify any of the information previously reported by the Reporting Persons in the Schedule 13D.

**Item 3. Source and Amount of Funds or Other Consideration**

On February 3, 2017, 24,484 shares of Common Stock were transferred to Caledonia at no cost. These shares were restricted stock units which vested to Mr. Stephen King and Mr. Mathew Masters, directors of Bristow and employees of Caledonia. Mr. King and Mr. Masters assigned ownership of these shares to Caledonia on the same date.

**Item 4. Purpose of Transaction**

Caledonia has been a shareholder in Bristow Group Inc. (“Bristow” or the “Issuer”) for just over 20 years. As Caledonia has previously stated, it may, from time to time, increase, reduce or dispose of its investment in Bristow depending on general economic conditions, economic conditions in the markets in which the Issuer operates, the market price of the Common Stock of the Issuer, the availability of funds, borrowing costs, the strategic value of the investment to Caledonia and other considerations. In late 2015 and early 2016, as a result of the reduced oil price and market conditions in general, the Bristow Common Stock share price had fallen significantly, such that Caledonia considered that Bristow’s then Common Stock share price represented good value and an attractive investment opportunity. Accordingly, acquisitions of Common Stock were made by Caledonia for the purposes of investment in the ordinary course of business and not for the purpose of acquiring control of Bristow on November 16, December 7, 2015, February 12 and February 16, 2016.

Since then, there has been a recovery in the oil price and general market conditions, with a consequent increase in the Bristow Common Stock share price, to the extent that Caledonia wishes to rebalance its holding in Bristow within its quoted investment portfolio. Accordingly, on February 20, 2017, Caledonia and Morgan Stanley (“MS”) entered into a 10b5-1 Preset Diversification Program (PDP) (the “Plan”) pursuant to which MS will sell, for the account of Caledonia, up to 1,835,000 shares of the Issuer’s Common Stock. Sales under the Plan can commence as early as March 6, 2017 and will terminate no later than August 10, 2018 (the “Plan Period”) on the New York Stock Exchange (the “NYSE”). The number of shares of common stock sold each day by MS during the Plan Period will be initially based upon the reported price of the opening of the Common Stock on the NYSE, and may increase or decrease in connection with a corresponding increase or decrease in the market price of such Common Stock. Caledonia is selling these shares as part of its standard ongoing process of portfolio management, as set forth above in the prior paragraph of this Item 4. The entry into the Plan necessitated the filing of this Amendment No. 2. A copy of the Plan is filed herewith as Exhibit 10.1 and incorporated herein by reference in response to this Item 4.

Depending on market conditions, Caledonia may consider further purchases or sales of shares. Consistent with its investment purpose, Caledonia reserves the right to develop such plans or proposals consistent with applicable law and at any time and from time to time may acquire additional Common Stock or dispose of any or all of its Common Stock depending upon an ongoing evaluation of its investment in the Common Stock, prevailing market conditions, other investment opportunities, liquidity requirements, and/or other investment considerations.

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**Item 5. Interest in Securities of Issuer**

(a) As of the date this Statement is executed, Caledonia is the direct beneficial owner of **2,848,767** shares of Common Stock of the Issuer. This holding represents approximately 8.11% of the total of 35,095,759 shares of Common Stock of the Issuer currently outstanding according to the Issuer's Quarterly Report on Form 10-Q for the period ended December 31, 2016 filed with the SEC February 2, 2017. To the extent that, by virtue of the relationships described in Item 2, Cayzer may be deemed to share indirect beneficial ownership of the shares of Common Stock of the Issuer owned directly by Caledonia, Cayzer expressly disclaims all such beneficial ownership. Furthermore, the filing of this Statement should not be construed as an admission that any control relationship between Caledonia and Cayzer actually exists.

(b) Caledonia has the sole power to vote or direct the vote, and the sole power to dispose or direct the disposal of the 2,848,767 shares of Common Stock of the Issuer.

(c) Except as disclosed above in Item 3 in relation to the vesting of restricted stock units and in Item 4 in relation to the adoption of the Plan, there have been no transactions in the Common Stock of the Issuer by Caledonia within the last 60 days.

(d) Caledonia has the right to receive and the power to direct receipt of dividends from, or the proceeds of the sale of, the shares of Common Stock of the Issuer that it holds.

(e) Not Applicable.

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**SIGNATURES**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

February 22, 2017

**CALEDONIA INVESTMENTS PLC**

By: /s/ Graeme Denison

Name: Graeme Denison

Title: Company Secretary

Attention. Intentional misstatements or omissions of fact constitute federal criminal violations (see U.S.C. 1001).

10b5-1 Preset Diversification Program® (PDP)<sup>1</sup>Table of Contents

**Part I.** Account and Plan Information. *Instructions: To be completed by MSSB and reviewed by the Seller.*

**Part II.** Trade Schedules.

Trade Schedule A – Notice and Authorization of Exercise of Stock Options and Sale of Underlying Stock. *Instructions: May not be applicable for some plans. For use by any seller who wishes to sell shares obtained upon the exercise of stock options. When applicable, to be completed by MSSB and reviewed by the Seller. This Trade Schedule will be provided to the Issuer as Notice of the intention to exercise stock options.*

Trade Schedule B – Sale of Clean Stock/Control Stock/Restricted Stock Awards or Units or ESPP Stock. *Instructions: May not be applicable for some plans. For use by any seller who wishes to sell these types of shares. When applicable, to be completed by MSSB and reviewed by the Seller.*

**Part III.** Sales Plan Disclosures and Representations. *Instructions: The Seller must review and understand these disclosures and representations. The Seller is required to sign the last page of this Part III.*

**Part IV.** Exhibits.

Exhibit A – Issuer Representation Letter. *Instructions: To be reviewed and executed by an authorized representative of the Issuer.*

Exhibit B – Seller Representation Letter. *Instructions: May not be applicable for some plans. To be reviewed and executed only by those sellers required to sell shares pursuant to Rule 144.*

Exhibit C – Section 16 Authorization Letter. *Instructions: May not be applicable for some plans. To be reviewed and signed only by those sellers who are required to comply with Section 16 of the Exchange Act. Not required if MSSB already has an Authorization Letter on file for the Seller. If required, this Authorization Letter will be provided to the Issuer's Section 16 Compliance Officer.*

		<u>Document</u>	<u>To Be Signed By</u>
Part I		Account and Plan Information	N/A
Part II	Trade Schedule A	Notice and Authorization of Exercise of Stock Options and Sale of Underlying Stock	N/A
Part II	Trade Schedule B	Sale of Clean Stock/Control Stock/Restricted Stock Awards or Units or ESPP Stock	N/A
Part III		Sales Plan Disclosures and Representations	Seller and MSSB
Part IV	Exhibit A	Issuer Representation Letter	Issuer
Part IV	Exhibit B	Seller Representation Letter	Seller, if applicable
Part IV	Exhibit C	Section 16 Authorization Letter	Seller, if applicable

<sup>1</sup> Preset Diversification Program is a registered Trademark of Morgan Stanley Smith Barney LLC, protected in the United States and other countries.

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**PART I**

**Account and Plan Information**

**Instructions: To be completed by MSSB and reviewed by the Seller.**

The undersigned (referred to hereinafter as the “**Seller**”, “**I**” or “**me**”) hereby appoints Morgan Stanley Smith Barney LLC (“**MSSB**”) as my agent for the purposes of implementing this Sales Plan (this “**Plan**”) that complies with the requirements of Rule 10b5-1(c)(1) under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) as outlined below and for the purpose of executing this Plan. I understand that this Plan is subject to review prior to acceptance by MSSB and that, upon acceptance, MSSB will use commercially reasonable efforts to perform its obligations under this Plan.

The appointment of MSSB is for the purpose of selling my securities pursuant to the terms and conditions set forth below. Subject to such terms and conditions, MSSB accepts such appointment. This Plan is valid only for the specific security, account number and maximum total shares indicated:

Issuer (the “**Issuer**”): Bristow Group Inc.      Trading Symbol: BRS

Adoption Date: February 20, 2017      Plan Type: New Plan  
*The date on which the Seller executes this Plan will be defined as the Adoption Date (the “**Adoption Date**”).*

Seller’s Name: Caledonia Investments PLC

Account #: XXX – XXXXXX      FA Number: XXX

Selling Start Date: March 6, 2017  
*Note: The “Selling Start Date” may be no sooner than 14 days after the Adoption Date that this Plan is executed.*

Plan End Date: August 10, 2018      Commission: \$0.04 per share

Seller’s Affiliation Status: ☒ 144 affiliate   ☐ Section 16 insider   ☐ Non 144 Affiliate but subject to trading windows   ☐ Other

Share Type:   ☐ Options   ☒ Shares already owned   ☐ Restricted Stock Award /Units   ☐ other

Plan Total Share Quantity: Trade Schedule A: N/A  
Trade Schedule B: 1,835,000  
Total Shares: 1,835,000

**For Internal Use Only:**   ☐ Drop-Ins   ☐ No-Sales Periods  
M   S   P

Entered \_\_\_\_\_ Uploaded \_\_\_\_\_ Sent to Branch \_\_\_\_\_

Received \_\_\_\_\_ Entered \_\_\_\_\_ Checked \_\_\_\_\_

Additional Notes:

Additional Notes:

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Notice:

To the Seller:

Name: Caledonia Investments PLC  
Address: Stratton House, 5 Stratton Street  
London UK  
Telephone:  
Fax: 44 20 7802 8090  
E-Mail: alan.murran@caledonia.com

Copies to:

Name: (1) Alan Murran, Investment Director  
Telephone: +44 20 7802 8464  
E-Mail: alan.murran@caledonia.com  
(2) Krista Burwood, Deputy Company Secretary  
Telephone: +44 20 7802 8428  
E-Mail: krista.burwood@caledonia.com  
(3) contractnotes@caledonia.com

Address: Stratton House, 5 Stratton Street, London UK

(After June 1, 2017: 30 Buckingham Gate, London,  
UK SW1E 6NN)  
Fax: +44 20 7802 8090

To Issuer:

Name: Chip Earle, Senior VP and General Counsel  
Corporation Bristow Group Inc.  
Address: 2103 City West Blvd, 4th Floor  
Houston, TX 77042

Telephone: 713-267-7616  
Fax: 713-267-7695  
E-Mail: chip.earle@bristowgroup.com

Copies to:

Name: John Vogel  
Corporation Crowell & Moring  
Address: 1001 Pennsylvania Avenue, N.W.  
Washington, DC

Telephone: 202-624-2764  
Fax: 202 628 5116  
E-Mail: jvogel@crowell.com

To: MSSB 10b5-1 Preset Diversification Program Department

Copies to: MSSB Financial Advisor

Primary Contact: Natalie Siriban-Lee  
Alternate Contact: Rich Baker  
Address: 1 New York Plaza, 38th Floor  
New York, NY 10004

Telephone: 646-536-0463 or 646-536-0477  
Fax: 212-507-3942  
E-mail: pdpdesk@morganstanley.com

Primary Contact: Keith Mackay  
Alternate Contact: Skip Moosher  
Ops Manager: Quanta Sterling  
Address: MS 1850 K Street NW Suite 900  
Washington, DC 20006

Telephone: 202-857-5431  
Fax: 202-318-8188  
E-mail: keith.mackay@morganstanley.com

**This Part I is an integral part of this Plan entered into by the Seller with MSSB and is subject to the terms and conditions set forth therein.**



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**PART II**

**Trade Schedule A – Notice and Authorization of Exercise of Stock Options and Sale of Underlying Stock.**

**Instructions:** *May not be applicable for some plans. For use by any seller who wishes to sell shares obtained upon the exercise of stock options. When applicable, to be completed by MSSB and reviewed by the Seller. This Trade Schedule will be provided to the Issuer as Notice of the intention to exercise stock options.*

Name of Seller: Caledonia Investments PLC

Name of Issuer: Bristow Group Inc.

I understand that it is my responsibility to ensure that my employee stock options (the “**Options**”) will be vested prior to the purchase of shares (the “**Shares**”) of common stock of the Issuer upon exercising the options and will be vested prior to their associated sale periods listed below and will not expire before such sale periods. I also acknowledge responsibility for notifying MSSB in the event of an expiration of the Options under the Issuer’s stock option plan that will prevent the occurrence of one or more transactions listed below. If I authorize the exercise of more than one vested Option grant at the same limit price, the Options will be exercised in the order listed below. I further acknowledge that in the event Options cannot be exercised and the corresponding Shares cannot be sold for any reason, including the occurrence of a suspension pursuant to this Plan, the term of this Plan will not be affected thereby and will end on the originally scheduled Plan End Date. I represent that the information below is accurate.

**MSSB MAY NOT ACCEPT A PLAN THAT COMMENCES SALES WITHIN 14 CALENDAR DAYS OF ADOPTION DATE.**

1. The following shall constitute my irrevocable direction and authorization to exercise the Options and sell the Shares as follows:

**\*\*\* INFORMATION ON GRID MUST BE TYPED \*\*\***

(a) <u>Date of Grant</u>	(b) <u>Grant ID</u>	(c) <u>Strike Price</u>	(d) <u>Option Vest Date</u>	(e) <u>Option Expiration Date</u>	(f) <u>Sale Period(s)</u>		(g) <u>Number of Shares to be Sold</u>	(h) <u>Limit Price</u>
					<u>Start Date</u>	<u>End Date</u>		
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

*Note: Insert additional rows as necessary.*

<u>“No Sale” Periods (if any)</u>		
<u>Start Date</u>		<u>End Date</u>

The maximum number of Shares to be sold under this Trade Schedule A is N/A.

1. I hereby irrevocably authorize the Issuer to deliver Shares through the Depository Trust Company (DTC) to

Morgan Stanley Smith Barney LLC – DTC#: **015**

Deliver to Account #: XXX – XXXXXX

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2. I hereby authorize MSSB or its affiliates, as applicable, to wire a cash amount sufficient to cover the cost of the exercise and any withholding taxes due to either the Issuer or, if applicable, the Issuer's outside stock option plan administrator upon the exercise of any Options exercised and underlying Shares sold pursuant to this Plan.

**Instructions for Trade Schedule A:**

- Please list all Options to be exercised and sold in the order of proposed exercise and sale. If a specific grant is not attributed to each individual Sale Period, Options will be exercised in the order that the grants are listed above.
- In columns (a) through (e) please provide the details of the Option grants to be exercised and sold.
- In column (f), state the first and last date on which the Shares are authorized to be sold during the Sale Period (Share sales may occur on or between these dates). If, during any Sale Period the stated price is not reached for some or all of these Shares, they will not be carried over into any subsequent Sale Period unless explicitly indicated.
- In column (g), state the maximum number of Shares to be sold pursuant to the Option exercise. Do not aggregate with amounts authorized to be sold at a different price during the same Sale Period.
- In column (h), write a dollar price which is the minimum price per Share (the "**Limit Price**") at which the Shares are authorized to be sold during the Sale Period. All limit orders will be treated as "limit not held" orders. Note: Option exercises and sales must be at a Limit Price, not at a "Market" price.
- In the grid labeled "No Sale" Periods, list the time period(s), if any, during which no sales may be made, notwithstanding their inclusion in this Trade Schedule A. These periods are independent of any suspension that may occur pursuant to this Plan.

**This Trade Schedule A is an integral part of this Plan entered into by the Seller with MSSB and is subject to the terms and conditions set forth therein.**

**Trade Schedule B – Sale of Clean Stock/Control Stock/Restricted Stock Awards or Units or  
Employee Stock Purchase Plan Stock.**

**Instructions: May not be applicable for some plans. For use by any seller who wishes to sell these types of shares. When applicable, to be completed by MSSB and reviewed by the Seller.**

Name of Seller: Caledonia Investments PLC

Name of Issuer: Bristow Group Inc.

I acknowledge that in the event the number of Shares in column (e) cannot be sold for any reason, including the occurrence of a suspension pursuant to this Plan, the term of this Plan will not be affected and will end on the originally scheduled Plan End Date. I represent that the information below is accurate.

**MSSB MAY NOT ACCEPT A PLAN THAT COMMENCES SALES WITHIN 14 CALENDAR DAYS OF  
ADOPTION DATE**

**\*\*\* INFORMATION ON GRID MUST BE TYPED \*\*\***

**(a) Type**

*(Clean (CLN),  
Control (CTRL),  
Restricted (RST),  
Restricted Stock  
Awards (RSA) or Units  
(RSU) or Employee  
Stock Purchase Plan  
shares (ESPP) )*

CLN

**(c) Date  
Shares  
Acquired /  
Vest Date**

*(If applicable)*

**(d) Sale Period(s)**

**Start Date**

**End Date**

**(e) Authorized  
Number of Owned  
Shares to be Sold**

**(f) Limit Price  
("Market" if a  
Market Order)**

The Selling  
Start Date  
The Selling  
Start Date  
The Selling  
Start Date  
The Selling  
Start Date  
The Selling  
Start Date  
The Selling  
Start Date

8/10/18  
8/10/18  
8/10/18  
8/10/18  
8/10/18  
8/10/18  
8/10/18

X  
X  
X  
X  
X  
X  
X

X  
X  
X  
X  
X  
X  
X

**\*PLAN SALES ON ANY ONE DAY SHALL NOT EXCEED 30% OF THE TRADING VOLUME OF BRS SHARES ON SUCH DAY AS REASONABLY ESTIMATED BY MSSB.**

**Start Date**

**"No Sale" Periods (if any)**

**End Date**

The maximum number of Shares to be sold under this Trade Schedule B is 1,835,000.

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**Instructions for Trade Schedule B:**

- Shares should be listed in chronological order of proposed sales.
- In column (a), indicate the type of stock to be sold.
- In column (b), for Restricted Stock Awards/units or ESPP Shares, please state the Grant ID, if applicable.
- In column (c), state the date the Shares to be sold were acquired or vested. If the Shares were acquired/vested in more than one lot, state the acquisition/vest date for each lot. If performance based Restricted Stock Awards or Units and vest date is unknown at this time, indicate “TBD” in the grid above.
- In column (d), state the first and last date on which the Shares are authorized to be sold during the designated Sale Period (Share sales may occur on or between these dates). If, during any Sale Period the stated price is not reached for some or all of these Shares, they will not be carried over into any subsequent Sale Period, unless explicitly indicated.
- In column (e), state the maximum number of Shares authorized to be sold at the price during the designated Sale Period. Do not aggregate with amounts authorized to be sold at a lower price during the same designated Sale Period.
- In column (f), write either: (i) a dollar price, which is the minimum price (the “Limit” Price) at which Shares are authorized to be sold, or (ii) the word “market” if Shares are to be sold at the then-prevailing market price per Share during the Sale Period. All market orders will be treated as “market not held” orders. All limit orders will be treated as “limit not held” orders.
- In the grid labeled “No Sale” Periods, list the period(s), if any, during which no sales may be made pursuant to this Trade Schedule B, stated Sale Periods, notwithstanding. These periods are independent of any suspension that may occur pursuant to this Plan.

**This Trade Schedule B is an integral part of this Plan entered into by the Seller with MSSB and is subject to the terms and conditions set forth therein.**

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**PART III**  
**Sales Plan Disclosures and Representations**

*Instructions: The Seller must review and understand these disclosures and representations. The Seller is required to sign the last page of this Part III.*

**A. General Representations.**

I understand that this Plan is intended to conform with certain provisions of SEC Rule 10b5-1 of the Securities and Exchange Commission (the “**Rules**”). In summary, under the Rules, a person executing pre-planned transactions pursuant to a Rule 10b5-1 plan established in good faith at a time when that person was unaware of material nonpublic information has an affirmative defense against allegations of insider trading.

1. I hereby represent to MSSB that, as of the date of my signature below:
  - a. I am not in possession, and am not aware, of any material nonpublic information about the securities which are the subject of this Plan or the Issuer of such securities;
  - b. I am entering into this Plan in good faith and not as part of a plan or scheme to evade any law, including, without limitation, the federal securities laws or any law governing insider trading;
  - c. I understand that the protections of the Rules may not apply if I alter this Plan or deviate from the instructions in any way, other than in accordance with the modification provisions of this Plan and applicable law;
  - d. I own the securities which are the subject of this Plan free and clear and I acknowledge and confirm that:
    - (i) Neither I, nor the securities subject to this Plan are subject to any pledges, liens, security interests or other impediments to transfer (except for those which I have entered into with MSSB or limitations imposed by Rule 144, if applicable), nor is there any contractual restriction or litigation, arbitration or other proceeding pending, or to my knowledge threatened, that would prevent or interfere with the exercise of options (“**Options**”) to purchase shares (“**Shares**”) of the Issuer or sale of Shares under this Plan; and
    - (ii) The execution and delivery of this Plan by me and the transactions contemplated by this Plan will not contravene applicable law or any agreement or other instrument binding on me or any of my affiliates or any judgment, order or decree of any governmental body, agency or court having jurisdiction over me or my affiliates.
  - e. While this Plan is in effect, I will not enter into any corresponding or hedging transaction or position with respect to the securities which are the subject of this Plan (including, without limitation, with respect to any securities convertible or exchangeable into common stock of the Issuer) and, unless this Plan is modified or terminated in accordance with the terms hereof, I agree not to alter or deviate from the terms of this Plan;
  - f. I agree not to, directly or indirectly, communicate any information relating to the Shares or the Issuer to any employee of MSSB or its affiliates who is involved, directly or indirectly, in executing this Plan at any time while this Plan is in effect or attempt to exercise any influence over how, when or whether to effect any sales of Shares pursuant to this Plan;
  - g. I represent that this Plan conforms with the trading policies of the Issuer, and I acknowledge and confirm that I have provided MSSB with an Issuer Representation letter dated as of the date of this Plan signed by an authorized representative of the Issuer substantially in the form of Part IV – Exhibit A to this Plan;

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- h. I agree to notify MSSB in writing to the individuals set forth in Part I – Account and Plan Information as soon as practicable if I become aware of:
- (i) any restriction that would prohibit any sale pursuant to this Plan (other than any such restriction relating to my possession or alleged possession of material nonpublic information about the Issuer or its securities). Such notice will indicate the anticipated duration of the restriction, but will not include any other information about the nature of the restriction or its applicability to me and will not in any way communicate any material nonpublic information about the Issuer or its securities to MSSB;
  - (ii) any change in the Issuer’s insider trading policies;
  - (iii) any change in the Issuer’s policies with regard to the timing or method of exercising options covered by this Plan;
  - (iv) any change that would cause the sales hereunder not to meet all applicable requirements of Rule 144, if applicable; and
  - (v) any stock split, stock dividend or other like distributions affecting the Shares (“**Recapitalization**”).
- i. I acknowledge that MSSB is not acting as my fiduciary but is acting in a brokerage capacity in connection with the adoption and implementation of this Plan;
- j. I agree that until this Plan has been terminated in accordance with its terms, I will not, without providing prior written notice to MSSB:
- (i) enter into a binding contract with respect to the purchase or sale of any securities of the Issuer with another broker, dealer or financial institution (each, a “**Financial Institution**”);
  - (ii) instruct another Financial Institution to purchase or sell any securities of the Issuer; or
  - (iii) adopt a plan for trading with respect to any securities of the Issuer other than this Plan.
- k. If I am a director or executive officer of the Issuer, then I am not subject to any current pension fund blackout period applicable to such Issuer, and I have not received written notice of the imposition of, nor am I aware of, the actual or approximate beginning or ending dates of any such blackout period and I further acknowledge and agree that I may not modify or otherwise alter this Plan in such circumstances;
- l. I represent that I am not entering into this Plan on behalf of, or with the assets of, an individual retirement account or individual retirement annuity, or any employee retirement or employee benefit plan (such as, for example, a Keogh or “HR-10” plan). [Explanatory Note: A plan involving the sale of stock acquired through the exercise of employee stock options would not be “on behalf of, or with the assets of” any of the types of plans referred to in this paragraph.]
- m. I represent that my account is not an “employee benefit plan” within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, or a “plan” as defined under Section 4975(e) of the Internal Revenue Code of 1986, as amended, or an entity whose underlying assets include the assets of any such plan by reason of such a plan’s investment in such entity.

**B. Section 16 Representations (note: may not be applicable for some plans).**

1. I understand that it is my responsibility to comply with all applicable laws (including, without limitation, Section 16 of the Exchange Act and the rules and regulations promulgated thereunder, if applicable) and policies of the Issuer of the securities with respect to the transactions contemplated by this Plan (“**Covered Transactions**”) and agree to comply with all such laws and policies;
2. If I have specified that I am subject to the requirements of Section 16 of the Exchange Act, I agree to complete, execute and deliver to MSSB a Section 16 Authorization Letter substantially in the form of Part IV – Exhibit C to this Plan;

3. I understand that federal securities laws may require me to disgorge all profits earned in connection with any purchase and sale of securities that occurs within six months of each other if I own 10% or more of any class of the Issuer's equity securities, or if I am an officer or director of the Issuer (i.e., "**short-swing profits**"). I further understand that it is my own responsibility to ensure compliance with such short-swing profit rules, and I will seek my own counsel with respect to ensuring compliance with such rules;
4. I understand that there are securities laws and rules that require certain persons to timely file reports with the Securities and Exchange Commission (the "**SEC**") as to the shareholder's purchases and sales of the Issuer's securities (including, without limitation, Section 13 and Section 16 of the Exchange Act). I understand that it is my responsibility to ensure compliance with such rules in a timely manner to the extent applicable, and I will seek my own counsel with respect to whether and when such reports might need to be filed. MSSB will not be required to: (i) make any of these filings on my behalf, (ii) review any Exchange Act filing made by me, or (iii) determine whether any Exchange Act filing by me has been made on a timely basis. MSSB will not be liable to me for any misstatement, omission or defect in any of these filings; and
5. I understand that the laws governing insider trading are fact-specific and that MSSB does not and cannot guarantee that any transaction that is executed pursuant to this Plan will be deemed covered by the protections of the Rules.

**C. Sales of Restricted Stock or Control Stock Pursuant to SEC Rule 144 (note: may not be applicable for some plans).**

1. I understand that this Plan is applicable only as to securities that are freely-tradable and that are not subject to any restrictions against purchase or sale. If I am considered an "Affiliate" within the meaning of Rule 144, then I understand that the provisions of that rule may limit the number of Shares I can sell at any given time. In the event there is a conflict between the quantity of securities that I have directed to be sold and any lesser amount of Shares that are permitted to be sold pursuant to Rule 144 or other securities laws or rules, I hereby direct that the maximum limits established by such other laws or rules shall govern. In no event will MSSB effect any sale if such sale would exceed the then-applicable limitation under Rule 144 assuming MSSB's sales under this Plan are the only sales subject to that limitation.
2. I agree not to take nor to cause any person or entity with which I would be required to aggregate sales of stock pursuant to Rule 144 to take, any action that would cause the sales hereunder not to meet all applicable requirements of Rule 144, including volume limitations.
3. I instruct MSSB to conduct all sales pursuant to this Plan in accordance with the manner of sale under Rule 144(f) and current public information requirements of Rule 144(c).
4. I agree to timely provide completed and signed Rule 144 paperwork to MSSB (including, without limitation, a Seller Representation letter dated as of the date of this Plan substantially in the form of Part IV – Exhibit B to this Plan prior to the Adoption Date). I acknowledge that MSSB requires this paperwork to facilitate Rule 144 trades for my account. Consistent with Rule 144 filing requirements, MSSB hereby agrees to submit my completed Form 144 – Notice of Proposed Sale to the Securities and Exchange Commission. In order for MSSB to complete this paperwork, I authorize MSSB to maintain my pre-signed Forms 144 in safekeeping and to complete these forms as necessary before submitting them to the SEC. I further agree to release, hold harmless and discharge MSSB and their affiliates, agents, officers, successors and insurers from any and all claims, demands, losses, liabilities, damages and other expenses which may be sustained at any time relating to its facilitating transactions and completing necessary paperwork on my behalf under Rule 144.

**D. Implementation, Modification, Suspension and Termination.**

1. Implementation of Plan.
  - a. MSSB will sell the Shares subject to this Plan in accordance with the terms of this Plan for my account in accordance with the principles of best execution provided that MSSB may execute orders on a "not held" basis. MSSB considers several factors, including price, the available liquidity pool, execution speed, transaction costs, service and opportunities for price improvement in determining where to route customer orders for execution. A "not held" or "working order" permits MSSB to use reasonable brokerage judgment, exercising price and time discretion, as to when to execute the order. However, MSSB will not sell any Shares subject to this Plan at a price less than the Limit Price, if applicable.

- b. MSSB may sell the Shares subject to this Plan on any national securities exchange, in the over-the-counter market, on an automated trading system or otherwise. I agree that if MSSB or its affiliates is a market maker or dealer in such Shares at the time that any sale is to be made under this Plan, MSSB or its affiliates may, at its sole discretion, purchase such Shares in its capacity as market maker or dealer.
- c. I agree to deliver the Shares subject to this Plan to the extent I currently own such Shares into an account at MSSB in my name and for my benefit prior to the Selling Start Date. I understand that this Plan shall not be effective until I establish a valid account at MSSB to hold the Shares.

2. Modification of Plan.

- a. I may not modify this Plan unless:
  - (i) such modification is accepted in writing by MSSB;
  - (ii) I provide MSSB with:
    - (a) an Issuer Representation Letter substantially in the form of Part IV – Exhibit A to this Plan;
    - (b) a Seller Representation Letter substantially in the form of Part IV – Exhibit B to this Plan;
    - (c) a modification letter and new trade schedule(s) in which I represent that, among other things, on the date of such modification that I am not aware of any material, non-public information regarding the Issuer or any of its securities (including the Shares), that the modification is being made in good faith and not as part of a scheme to evade the Rules, and that my representations and warranties contained in this Plan are true at and as of the date of such letter as if made at and as of such date; and
    - (d) such modification occurs only outside of any “blackout periods” set forth in the Issuer’s insider trading policy and procedures.
- b. I further understand that MSSB requires a 14 day period from the adoption of such modification to the date when trading may resume following such modification. The Issuer may impose additional requirements as a condition of allowing me to modify this Plan, including, but not limited to, an additional period of time which must elapse before trading may resume following such modification. I agree to comply with any such additional requirements imposed by Issuer and to advise MSSB of such requirements. I further agree that any such modification of this Plan shall be undertaken at my own risk without liability or consequence to MSSB.

3. Suspension of Plan.

- a. I understand that trading under this Plan may be suspended if MSSB has received written notice from the Issuer or from me of a legal, regulatory or contractual restriction applicable to the Issuer or to me. Upon receipt of such written notice, I expressly authorize MSSB to suspend trading as soon as practicable and trading shall not resume until MSSB has received written notice of the lifting of such suspension or the resolution of the underlying restriction. If the events giving rise to a suspension of trading cannot be resolved (as determined by MSSB in its sole discretion), I understand and acknowledge that MSSB reserves the right, in its sole discretion, to terminate this Plan in accordance with the provisions contained herein. In the event of a suspension, MSSB will resume effecting trades in accordance with this Plan as soon as MSSB determines that it is reasonably practical to do so.
- b. Upon the resumption of trading following a suspension, any trades having a Sales Period End Date scheduled to have occurred during such suspension period shall be deemed to have expired as of that scheduled Sales Period End Date as defined in Trade Schedule A or B, as applicable. Any trades having a Sales Period Start Date scheduled to have occurred during the period of suspension shall be placed as soon as practicable for the balance of time remaining until the Sales Period End Date applicable to such trade. All other trades shall be placed as originally indicated in this Plan.



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4. Termination of Plan.

- a. I understand that this Plan will terminate at market close on the Plan End Date or, if earlier, upon the completed sale of the maximum Shares subject to this Plan. In addition, this Plan shall terminate, regardless of whether the maximum Shares have been sold, upon any of the following events:
- (i) MSSB receives written notice of my death;
  - (ii) MSSB receives written notice of the commencement or impending commencement of any proceedings in respect of or triggered by my bankruptcy or insolvency;
  - (iii) MSSB receives written notice of a valid instruction to transfer all or substantially all of the assets within my securities account at MSSB to another broker-dealer;
  - (iv) MSSB receives two days' written notice from me terminating this Plan (which may be given for any reason);
  - (v) I receive written notice from MSSB terminating this Plan (which may be given for any reason); and
  - (vi) If I fail to comply in any material respect with any applicable law and/or any obligation under this Plan.
  - (vii) Upon my or the Issuer's demonstrating to MSSB that any of the following contingencies have occurred:
    - (a) A public announcement has been made of a tender offer involving the Issuer's securities;
    - (b) A definitive agreement has been announced relating to a merger, reorganization, consolidation or similar transaction in which the securities covered by this Plan would be subject to a lock-up provision;
    - (c) A sale has been made of all or substantially all of the assets of the Issuer on a consolidated basis to an unrelated person or entity, or if a transaction affecting the Issuer occurs in which the owners of the Issuer's outstanding voting power prior to the transaction do not own at least a majority of the outstanding voting power of the successor entity immediately upon completion of the transaction;
    - (d) A dissolution or liquidation of the Issuer takes place or there is a commencement or impending commencement of any proceedings in respect of or triggered by the Issuer's bankruptcy or insolvency; or
    - (e) That this Plan or its attendant transactions may violate existing, new or revised federal or state laws or regulations, or may cause a breach of a contract or agreement to which the Issuer is a party or by which the Issuer is bound.
- b. In no event shall MSSB be deemed to have breached or failed to comply with this Plan if MSSB does not receive written notice from me or the Issuer of the above contingencies prior to the placement of a scheduled order under this Plan.

**E. Indemnification; Limitation of Liability.**

I understand that the purpose of this Plan is to provide me with an affirmative defense against charges of insider trading and that MSSB can make no representation or guarantee that any transaction entered according to this Plan will not subsequently be found to violate federal or state laws or rules against trading by insiders or trading on the basis of material nonpublic information or other laws or rules governing securities transactions. Therefore, in consideration of MSSB's acceptance of these instructions, I hereby agree to indemnify and hold harmless MSSB and its directors, officers, employees and affiliates (including, without limitation, Morgan Stanley & Co. LLC) from any claim, loss, damage, liability or expense (including, without limitation, any legal fees and expenses reasonably incurred) arising out of or attributable to this Plan (including, without limitation, any representations or warranties I have given or will give under or in connection with this Plan) or any transaction or transactions executed pursuant to this Plan or from any deviation I might make from this Plan. This indemnification will survive termination of this Plan.

Notwithstanding any other provision hereof, MSSB shall not be liable to me for (i) any special, indirect, punitive, exemplary or consequential damages, or incidental losses or damages of any kind, even if advised of the possibility of such losses or damages or if such losses or damages could have been reasonably foreseen, or (ii) any failure to perform or to cease performance or any delay in performance that results from a cause or circumstance that is beyond MSSB's reasonable control, including but not limited to, failure of electronic or mechanical equipment, strikes, failure of common carrier or utility systems, outbreak or escalation of hostilities or other crisis or calamity, severe weather, market disruptions, material disruptions in securities settlement, payment or clearance services or other causes commonly known as "acts of God".

#### **F. Notice.**

All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier or electronic mail and made to the applicable persons indicated in Part I – Account and Plan Information. The parties acknowledge and agree that the distribution of material through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution.

#### **G. Miscellaneous.**

1. Additional Documents. I agree to complete, execute and deliver to MSSB any additional forms or other paperwork pursuant to this Plan at such times and in such form as MSSB may reasonably request.
2. My Obligation to Consult Legal Advisors. I agree that I will not enter into, modify, suspend or terminate this Plan except upon consultation with my own legal advisors.
3. Inconsistent Provisions. If any provision of this Plan is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed rescinded to the extent required in order to comply with the relevant law, rule or regulation. All other provisions of this Plan will continue and remain in full force and effect.
4. Market Disruptions and Other Unusual Situations. I understand that MSSB may not be able to effectuate a sale due to a market disruption or a legal, regulatory or contractual restriction to which it, its affiliates, me or my affiliates may be subject (as determined by MSSB in its sole discretion). If any transaction cannot be executed due to a market disruption, a legal, regulatory, or contractual restriction applicable to MSSB, or any other event, MSSB agrees to effectuate such sale as promptly as practical after the cessation or termination of such market disruption, applicable restriction or other event; provided that such date does not exceed the Sales Period End Date for that order or the Plan End Date, or falls within a No Sales Period as defined in Trade Schedule A and/or B of this Plan.
5. Non-Market Days and Trading Restrictions. If I have given instructions that require an order to be entered on a particular date, and the date that I have selected for a transaction falls on a day when the applicable primary market for the security is closed, then I direct that the transaction occur on the next regular business day on which such market is open following the original date indicated; provided that such date does not exceed the Sales Period End Date for that order or the Plan End Date or falls within a No Sales Period as defined in Trade Schedule A and/or B of this Plan.
6. State Insider Trading Laws. I understand that some states may have their own laws that relate to insider trading. I understand that MSSB makes no representation to me with respect to whether this Plan conforms to the laws of any particular state, and that I will seek the advice of my own counsel with respect to matters of state law.
7. Prices. All references in this Plan to per share prices will be before deducting any commission equivalent, mark-up or differential and other expenses of sale.
8. Other Shares. I may instruct MSSB to sell securities of the Issuer other than pursuant to this Plan. The parties hereto agree that any such sale transaction will not be deemed to modify this Plan unless in connection with such transaction this Plan is modified pursuant to the process set forth in subsection D.2 above.
9. Adjustments to Share and Dollar Amounts. The exercise and sale prices, and number of Options to be exercised and Share to be sold, will be adjusted following such time as I or the Issuer notifies MSSB promptly of a Recapitalization, which shall be made by providing a new schedule reflecting the adjustment in Shares and prices after the Recapitalization.

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10. Effect of Instructions on Other Agreements with MSSB. Subject to “Entire Agreement; Subsequent Plans” subsection below, nothing in this Plan changes any other terms or agreements that are already applicable to my account or accounts, or that otherwise exist between MSSB and me.
  11. Entire Agreement; Subsequent Plans. This Plan constitutes the entire agreement between the parties with respect to this Plan and supersedes any prior agreements or understandings with respect to this Plan. I understand that if I enter into a subsequent 10b5-1 trading plan, that plan will not amend, suspend or terminate this Plan unless explicitly agreed to by MSSB in writing.
  12. Assignment. My rights and obligations under this Plan may not be assigned or delegated without the written permission of MSSB. MSSB may assign or delegate any or all of its rights or obligations under this Plan to a company affiliated with, or a successor to, MSSB or to any assignee to which MSSB determines to assign all or part of its business relating to sales plans of this kind. Any such assignment will not affect the status, or be deemed to be an amendment, of this Plan, the purpose of which is to provide me with an affirmative defense against charges of insider trading.
  13. Choice of Law Regarding Interpretation of Instructions. This Plan shall be construed in accordance with the internal laws of the State of New York.
  14. Enforceability in the Event of Bankruptcy. The parties acknowledge and agree that this Plan is a “securities contract” as defined in Section 741(7) of Title 11 of the United States Code (“Bankruptcy Code”) and shall be entitled to all of the protections afforded to such contracts under the Bankruptcy Code.
  15. Headings. Headings used in this Plan are provided for convenience only and shall not be used to construe meaning or intent.
  16. Counterparts. This Plan may be signed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were placed upon the same instrument.

By signing this Plan I agree that I have read and understood all of the disclosures and representations outlined in this Plan and applicable Trade Schedules.

**Seller**

By: /s/ Graeme Denison  
Name: Caledonia Investments PLC  
Title: Company Secretary

Adoption Date: February 20, 2017

**Morgan Stanley Smith Barney LLC**

By: /s/ Jason Nigro  
Name: Jason Nigro  
Title: Executive Director

Date: February 21, 2017

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**PART IV**

**Exhibit A**

***Instructions: To be reviewed and executed by an authorized representative of the Issuer.***

**Issuer Representation Letter**

Reference is made to that certain Sales Plan dated February 20, 2017 (the “**Plan**”) between Caledonia Investments PLC (“**Seller**”) and Morgan Stanley Smith Barney LLC (“**MSSB**”) relating to the sale of common shares (the “**Shares**”) of Bristow Group Inc. (the “**Issuer**”).

As an authorized representative of the Issuer, I hereby represent and covenant on the Issuer’s behalf that:

1. The Seller’s affiliate status at the Issuer is a (check the applicable boxes):

- ☒ 144 affiliate of the Issuer
- ☐ Section 16 insider
- ☐ Subject to the Issuer’s insider trading windows
- ☐ Not Applicable

2. The sales to be made by MSSB for the account of Seller pursuant to the Plan will not violate the Issuer’s insider trading policies and, to the best of the Issuer’s knowledge, there are no legal, contractual or regulatory restrictions applicable to Seller or Seller’s affiliates as of the date of this representation that would prohibit Seller from entering into the Plan or prohibit any sale pursuant to the Plan.

3. If, at any time between the Adoption Date and the Plan End Date (each as defined in the Plan), (i) the Issuer becomes aware of a legal, contractual or regulatory restriction that is applicable to Seller or Seller’s affiliates or a stock offering requiring an affiliate lock-up, which would prohibit any sale pursuant to the Plan (other than any such restriction relating to Seller’s possession or alleged possession of material nonpublic information about the Issuer or its securities), (ii) there is a change in the Issuer’s insider trading policies, so that the sales to be made by MSSB for the account of the Seller pursuant to the Plan would violate these policies or (iii) where the Plan covers Shares that Seller has the right to acquire under outstanding stock options, there is a change in the Issuer’s policies with regard to the timing or method of exercising such options which could interfere with the manner or timing of the sales to be made pursuant to this Plan, the Issuer agrees to give MSSB’s PDP Trading Desk notice of such restriction in writing as soon as practicable to the individuals identified in Part I – Account and Plan Information of the Plan. Such notice shall be made to and shall indicate the anticipated duration of the restriction, but shall not include any other information about the nature of the restriction or its applicability to Seller or otherwise communicate any material nonpublic information about the Issuer or its securities to MSSB.

4. If the Plan covers Shares that Seller has the right to acquire under outstanding stock options, the Issuer acknowledges that Seller has authorized MSSB to serve as Seller’s agent and attorney-in-fact to exercise such stock options to purchase the Shares from time to time pursuant to the Plan. The Issuer agrees to accept, acknowledge and effect the exercise of such options by MSSB and the delivery of the underlying Shares to MSSB (free of any legend or statement restricting its transferability to a buyer) upon receipt of a completed Trade Schedule A – Notice and Authorization of Exercise of Stock Options of Sale included in Part II of the Plan.

Dated: February 20, 2017

By: /s/ E. Chipman Earle

Name: E. Chipman Earle

Title: Senior Vice President & Chief  
Legal and Support Officer



Caledonia Investments plc  
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United Kingdom

tel +44 20 7802 8080  
fax +44 20 7802 8090  
enquiries@caledonia.com  
www.caledonia.com

**Seller Representation Letter**

Morgan Stanley Smith Bamey LLC  
1 New York Plaza, 38<sup>th</sup> Floor  
New York, NY 10004  
Attention: 10b5-1 Preset Diversification Program Department

Re: Sale of 1,835,000\_\_\_\_ Shares (the “**Stock**”) of Bristow Group Inc. (the “**Issuer**”) Pursuant to Rule 144

Dear Sirs/Madams:

The undersigned, Caledonia Investments PLC, proposes to sell the above-referenced Stock of the Issuer through Morgan Stanley Smith Bamey LLC (“**MSSB**”) in accordance with the requirements of Rule 144 under the Securities Act of 1933, as amended (the “**Act**”). The undersigned is an “affiliate” of the Issuer as that term is defined in Rule 144(a)(1). Accordingly, the undersigned delivers to you herewith a signed copy of a Notice of Proposed Sale of Securities Pursuant to Rule 144 (Form 144) relating to such sale, and confirms to you that the statements made therein are true and complete and represents to and agrees with you that:

1. The undersigned does not know or have any reason to believe that the Issuer has not complied with the reporting requirements contained in Rule 144(c)(1);
2. The Issuer is not, and has not been, a shell issuer as that term is defined in Rule 144(i)(1);
3. With respect to any shares of the Stock that are restricted securities, as that term is defined in Rule 144(a)(3), a minimum of 6 months has elapsed since the date of acquisition of the Stock from the Issuer or an affiliate of the Issuer, and payment of the full purchase price, by the undersigned;
4. At the time of any sale of the Stock for the account of the undersigned, the number of shares of the Issuer’s common stock sold by the undersigned or for the undersigned’s account and by or for the account of any person whose sales are required by paragraph (a)(2) and paragraph (e)(3) of Rule 144 to be aggregated with sales by or for the undersigned (other than shares sold pursuant to a registration statement under the Act, an exemption provided by Regulation A under the Act, or an exemption contained in Section 4 of the Act) will not exceed the amounts permitted by Rule 144(e);
5. The undersigned has not solicited or arranged for the solicitation of, and will not solicit or arrange for the solicitation of, orders to buy the Stock in anticipation of or in connection with such proposed sale, and such sale shall be made in accordance with Rule 144(f);
6. The undersigned has not made, and will not make, any payment in connection with the offering or sale of the Stock to any person other than the usual and customary compensation to MSSB;

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7. No share of the Stock is subject to any agreement granting any pledge, lien, mortgage, hypothecation, security interest, charge, option or encumbrance, other than those which may have been entered into between the undersigned and MSSB;
  8. The undersigned authorizes MSSB to complete the Form 144 ("**Form 144**") and this Seller's Representation Letter (this "**Letter**"), including, but not limited to, completing the number of shares of Stock to be sold and any dates, as may be necessary to reflect my instructions, which may be written or oral, and the facts of the transaction as effected, and to use Form 144 and this Letter as appropriate to comply with Rule 144 and to effect settlement of any sale made in conjunction herewith; and
  9. The undersigned agrees to notify MSSB promptly if there are any changes to the facts or representations set forth in this Letter or in the accompanying Form 144 (if applicable) and hereby authorizes MSSB, if MSSB deems it necessary, to contact the Issuer, its counsel, its transfer agent, and their agents and representatives concerning this transaction. MSSB and its agents and representatives, the Issuer, its transfer agent and their agents and representatives may rely on the accuracy of the information contained in this Letter.

Sincerely yours,

/s/ Graeme Denison, Company Secretary  
For and on behalf of Caledonia Investments plc

February 20, 2017

OMB APPROVAL	
OMB Number:	3235-0101
Expires:	May 31, 2017
Estimated average burden hours per response	1.00

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549  
  
**FORM 144**

SEC USE ONLY
DOCUMENT SEQUENCE NO.
CUSIP NUMBER
WORK LOCATION

**NOTICE OF PROPOSED SALE OF SECURITIES**  
**PURSUANT TO RULE 144 UNDER THE SECURITIES ACT OF 1933**

**ATTENTION:** *Transmit for filing 3 copies of this form concurrently with either placing an order with a broker to execute sale or executing a sale directly with a market maker.*

1(a) NAME OF ISSUER (Please type or print) <b>Bristow Group Inc.</b>			1(b) IRS IDENT. NO. <b>72-0679819</b>		1(c) S.E.C. FILE NO. <b>001-31617</b>	
1(d) ADDRESS OF ISSUER		STREET		CITY	STATE	ZIP CODE
<b>2103 City West Blvd. 4th Floor</b>		<b>Houston</b>		<b>Texas</b>	<b>77042</b>	
2(a) NAME OF PERSON FOR WHOSE ACCOUNT THE SECURITIES ARE TO BE SOLD <b>10b5-1 Sales Plan for Caledonia Investments Plc</b>			2(b) RELATIONSHIP TO ISSUER <b>Affiliate</b>		2(c) ADDRESS STREET CITY STATE ZIP CODE <b>Stratton House 5, Stratton London, UK</b> <b>Street</b>	

*INSTRUCTION: The person filing this notice should contact the issuer to obtain the I.R.S. Identification Number and the S.E.C. File Number.*

3(a) Title of the Class of Securities To Be Sold	3(b) Name and Address of Each Broker Through Whom the Securities are to be Offered or Each Market Maker who is Acquiring the Securities	SEC USE ONLY Broker-Dealer File Number	3(c) Number of Shares or Other Units To Be Sold (See instr. 3(c))	3(d) Aggregate Market Value (See instr. 3(d))	3(e) Number of Shares or Other Units Outstanding (See instr. 3(e))	3(f) Approximate Date of Sale (See instr. 3(f)) (MO. DAY YR.)	3(g) Name of Each Securities Exchange (See instr. 3(g))
COMMON	Morgan Stanley Smith Barney LLC 1 New York Plaza, 38th Floor New York, NY 10004 Attn: Natalie Siriban-Lee						NYSE

**INSTRUCTIONS:**

1. (a) Name of issuer  
(b) Issuer's I.R.S. Identification Number  
(c) Issuer's S.E.C. file number, if any  
(d) Issuer's address, including zip code  
(e) Issuer's telephone number, including area code
2. (a) Name of person for whose account the securities are to be sold  
(b) Such person's relationship to the issuer (e.g., officer, director, 10% stockholder or member of immediate family of any of the foregoing)  
(c) Such person's address, including zip code
3. (a) Title of the class of securities to be sold  
(b) Name and address of each broker through whom the securities are intended to be sold  
(c) Number of shares or other units to be sold (if debt securities, give the aggregate face amount)  
(d) Aggregate market value of the securities to be sold as of a specified date within 10 days prior to the filing of this notice  
(e) Number of shares or other units of the class outstanding, or if debt securities the face amount thereof outstanding, as shown by the most recent report or statement published by the issuer  
(f) Approximate date on which the securities are to be sold  
(g) Name of each securities exchange, if any, on which the securities are intended to be sold

**Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.**



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**TABLE I—SECURITIES TO BE SOLD**

*Furnish the following information with respect to the acquisition of the securities to be sold and with respect to the payment of all or any part of the purchase price or other consideration therefor:*

Title of the Class	Date you Acquired	Nature of Acquisition Transaction	Name of Person from Whom Acquired (If gift, also give date donor acquired)	Amount of Securities Acquired	Date of Payment	Nature of Payment

**INSTRUCTIONS:** If the securities were purchased and full payment therefor was not made in cash at the time of purchase, explain in the table or in a note thereto the nature of the consideration given. If the consideration consisted of any note or other obligation, or if payment was made in installments describe the arrangement and state when the note or other obligation was discharged in full or the last installment paid.

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**TABLE II—SECURITIES SOLD DURING THE PAST 3 MONTHS**

*Furnish the following information as to all securities of the issuer sold during the past 3 months by the person for whose account the securities are to be sold.*

Name and Address of Seller	Title of Securities Sold	Date of Sale	Amount of Securities Sold	Gross Proceeds

**REMARKS:**

**INSTRUCTIONS:**

See the definition of “person” in paragraph (a) of Rule 144. Information is to be given not only as to the person for whose account the securities are to be sold but also as to all other persons included in that definition. In addition, information shall be given as to sales by all persons whose sales are required by paragraph (e) of Rule 144 to be aggregated with sales for the account of the person filing this notice.

**ATTENTION:**

*The person for whose account the securities to which this notice relates are to be sold hereby represents by signing this notice that he does not know any material adverse information in regard to the current and prospective operations of the Issuer of the securities to be sold which has not been publicly disclosed. If such person has adopted a written trading plan or given trading instructions to satisfy Rule 10b5-1 under the Exchange Act, by signing the form and indicating the date that the plan was adopted or the instruction given, that person makes such representation as of the plan adoption or instruction date.*

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DATE OF NOTICE

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(SIGNATURE)

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DATE OF PLAN ADOPTION OR GIVING OF INSTRUCTION,  
IF RELYING ON RULE 10B5-1

*The notice shall be signed by the person for whose account the securities are to be sold. At least one copy of the notice shall be manually signed. Any copies not manually signed shall bear typed or printed signatures.*

**ATTENTION: Intentional misstatements or omission of facts constitute Federal Criminal Violations (See 18 U.S.C. 1001).**