

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

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): June 5, 2018

Bristow Group Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-31617
(Commission File Number)

72-0679819
(IRS Employer
Identification No.)

**2103 City West Blvd.,
4th Floor
Houston, Texas**
(Address of principal executive offices)

77042
(Zip Code)

Registrant's telephone number, including area code: (713) 267-7600

Former Name or Former Address, if Changed Since Last Report: NONE

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Awards Under the Bristow Group Inc. 2007 Long Term Incentive Plan.

On June 5, 2018, the Compensation Committee (the “Compensation Committee”) of the Board of Directors (the “Board”) of Bristow Group Inc., a Delaware corporation (the “Company”), approved awards of stock options, restricted stock units and long-term performance cash to each of the Named Executive Officers listed below under the Bristow Group Inc. 2007 Long Term Incentive Plan (as amended, the “2007 Plan”):

<u>Name</u>	<u>Stock Options</u>	<u>Restricted Stock Units</u>	<u>Performance Cash (at target)</u>
Jonathan E. Baliff	130,509	71,780	\$1,750,000
L. Don Miller	48,969	26,933	\$656,625
Alan Corbett	31,695	17,432	\$425,000
Robert Phillips	31,695	17,432	\$425,000
Brian J. Allman	12,674	6,971	\$169,950

The exercise price per share for the stock options is \$12.19, the closing price of our Common Stock on the June 5, 2018 grant date. Each of the stock options has a ten-year term starting on the grant date of June 5, 2018. The options will vest in annual installments of one-third each beginning on the first anniversary of the grant date. Restricted stock units will vest in full on the third anniversary of the grant date.

One half of each performance cash award will be earned depending on how the Company’s total shareholder return (“TSR”) ranks among the companies (i) that are included in the Simmons & Company Offshore Transportation Services group of companies as of the last trading day of March, 2018, as published in the April 2018 Energy in Perspective Simmons Report, and (ii) whose shares are publicly traded on a recognized exchange for all of the three-year performance period ending March 31, 2021, with any such company that restructures or files for bankruptcy being ranked last even if such company’s shares are not publicly traded at the end of the performance period. The cash payout with respect to TSR performance over the three-year performance period then can range from 0% to 200% of the target amount depending upon relative TSR performance, provided that positive payment shall begin at 50% of the target amount upon achieving at least 25th percentile relative TSR performance. Additionally, in the event that the Company’s TSR over the three-year performance period is negative, then the participants cannot receive more than the targeted amount of performance cash regardless of the ultimate ranking within the Simmons & Company Offshore Transportation Services group for the period. Alternatively, if the Company’s TSR over the three-year performance period is at least 20%, then the participants cannot receive less than the targeted amount of performance cash regardless of the ultimate ranking.

The other half of each performance cash award will be earned based on absolute performance in respect of improved average adjusted diluted earnings per share for the Company over the three-year performance period ending March 31, 2021. The adjusted diluted earnings per share for fiscal year 2018 was an adjusted diluted loss per share of \$2.13, so the Compensation Committee decided that the target for such performance cash award will be equal to two-thirds of the difference between such amount and zero, i.e., an average adjusted diluted loss of \$0.71 per share for the three fiscal years of the three-year performance period. The threshold average adjusted diluted earnings per share will be set at \$0.70 less than the targeted amount, i.e., an average adjusted diluted loss of \$1.41 per share for the three fiscal years of the performance period, at which the entry multiple will be zero. The maximum average adjusted diluted earnings per share will be set at \$1.40 more than the targeted amount, i.e., an average adjusted diluted earnings per share of \$0.69. Linear interpolation will be used to determine the appropriate multiple for achievement between these levels. The cash payout can range from 0% to 300% of the target for average adjusted diluted earnings per share over the three-year performance period. The Compensation Committee has exclusive discretion to make all performance and final award determinations with respect to the performance cash awards.

Each of the awards under the 2007 Plan is dependent on the Named Executive Officer's continued employment with the Company, subject to the conditions and exceptions specified in the awards.

The foregoing description of stock options, restricted stock units and performance cash awards is qualified in its entirety by the Summaries of Terms and Conditions of stock option, restricted stock unit and performance cash awards attached hereto as Exhibits 10.1, 10.2 and 10.3, respectively.

Awards Under the Bristow Group Inc. Fiscal Year 2018 Annual Incentive Compensation Plan.

On June 5, 2018, the Compensation Committee approved the payment of bonuses to participants of the Bristow Group Inc. Fiscal Year 2018 Annual Incentive Compensation Plan (the "2018 Plan") which was approved on June 12, 2017 as disclosed in our prior Form 8-K filed on June 16, 2017, in which certain key employees of the Company, including each of the Named Executive Officers listed below, are eligible to participate. The 2018 Plan provides for payment of cash bonuses to participants following the completion of the fiscal year subject to the attainment of certain performance goals. Performance goals include Return on Invested Capital, safety measures and a portion related to the Company's STRIVE performance goals, all as defined in the 2018 Plan. The Compensation Committee also established on June 12, 2017 a minimum performance objective for officers of the Company set forth in the Supplement to the 2018 Plan (which was disclosed in our prior Form 8-K filed on June 16, 2017) of positive earnings before interest, taxes, depreciation, amortization and rent during any fiscal quarter during fiscal year 2018 commencing with the fiscal quarter beginning July 1, 2017. If the minimum performance objective is not satisfied, the Named Executive Officers would not have been entitled to any award under the 2018 Plan. However, given that the minimum performance objective was satisfied as previously determined and certified by the Compensation Committee and confirmed on June 5, 2018, each Named Executive Officer listed below was eligible to earn the applicable maximum award under the 2018 Plan, which was subsequently reduced at the discretion of the Compensation Committee based on Company performance relative to certain Return on Invested Capital measures, safety measures, individual performance with respect to the Company's STRIVE performance goals and the discretion of the Compensation Committee. The amounts paid were derived after confirming satisfaction of the minimum performance objective and reviewing the performance goals in comparison to actual fiscal year 2018 results. The following are the amounts approved for each of the Named Executive Officers listed below:

<u>Name</u>	<u>Award Amount</u>
Jonathan E. Baliff	\$700,000
L. Don Miller	\$604,875
Alan Corbett	\$272,498
Robert Phillips	\$322,483
Brian J. Allman	\$238,000

Fiscal Year 2019 Annual Incentive Compensation Plan.

On June 5, 2018, the Compensation Committee approved the Bristow Group Inc. Fiscal Year 2019 Annual Incentive Compensation Plan (the "2019 Plan") in which certain key employees of the Company, including each of the Named Executive Officers listed below, are eligible to participate. The Compensation Committee also established a Supplement to the 2019 Plan that specifies that payments under the 2019 Plan to participants with a title of Vice President or above may be subject to forfeiture, recoupment or repayment in the event the participant violates the Company's Code of Business Integrity or a clawback policy of the Company. The 2019 Plan provides for payment of cash bonuses to participants following the completion of the fiscal year subject to the attainment of certain performance goals. Performance goals include Return on Invested Capital, safety measures and a portion related to the Company's STRIVE performance goals, all as defined in the 2019 Plan. Each Named Executive Officer listed below will be eligible to earn cash bonuses based on Return on Invested Capital measures, safety measures, individual performance with respect to the Company's STRIVE performance goals and the discretion of the Compensation Committee. The following are the target and maximum participation levels expressed as a percentage of annual salary for each of the Named Executive Officers listed below:

Name	Target Level	Maximum
Jonathan E. Baliff	110%	275.0%
L. Don Miller	75%	187.5%
Alan Corbett	65%	162.5%
Robert Phillips	65%	162.5%
Brian J. Allman	50%	125.0%

The foregoing description of the 2019 Plan and the Supplement thereto is qualified in its entirety by the 2019 Plan and the Supplement, copies of which are attached hereto as Exhibits 10.4 and 10.5, respectively.

Appointment of Certain Officers.

On June 7, 2018, the Board appointed Mr. Corbett as Senior Vice President, Europe, Africa, Middle East, Asia (EAMEA), effective as of June 1, 2018. Mr. Corbett, age 60, previously served as Vice President, EAMEA from June 2017 to June 2018. Before that, he served as Region Director of the Europe Caspian Region from April 2015 to June 2017 and Region Director of the Europe Business Unit (EBU) from August 2014 to March 2015, in which capacities he had commercial and operational oversight of the region, including the successful transition to a fully Bristow-operated U.K. search and rescue service. Prior to joining the Company in August 2014, Mr. Corbett worked since 1985 in a number of management positions with Baker Hughes Incorporated, including vice president positions in the Middle East, Asia Pacific and Africa, most recently serving as Vice President, Sub Sahara Africa from 2011 to 2014.

On June 7, 2018, the Board appointed Mr. Phillips as Senior Vice President, Americas, effective as of June 1, 2018. Mr. Phillips, age 50, previously served as Vice President, Americas from June 2017 to June 2018 and as Vice President, Global Operations Services from April 2016 to June 2017. Before that, he served as Region Director of the Americas Region from July 2013 to April 2016, in which role he was responsible for operations and business development efforts in the region, and as Director of Flight Operations from April 2008 to July 2013. Since joining the Company in 2003, he has also served as Head of Flight Operations (Europe), Chief Pilot, Director of Training and Check Airman. Mr. Phillips has more than 10,000 total hours in flight time in both fixed and rotary wing aircraft, and holds certifications including Certified Flight Instructor (CFI), Certified Flight Instrument Instructor (CFII), Multi Engine Instructor (MEI), Designated Pilot Examiner (DPE) and Air Transport Pilot (ATP). He began his flying career in the U.S. Army in 1988. He graduated from flight school in Fort Rucker, Alabama in 1989, and served five years on active duty and another five years in the Louisiana National Guard before transitioning to civilian helicopter services in the Gulf of Mexico.

Increases in Base Salary.

On June 5, 2018, but with effect from June 1, 2018, the Compensation Committee approved increases to the base salaries of each of the Named Executive Officers listed below:

Name	Prior Base Salary	New Base Salary (June 1, 2018)
Jonathan E. Baliff	\$700,000	\$721,000
L. Don Miller	\$425,000	\$437,750
Alan Corbett	\$296,806	\$390,000
Robert Phillips	\$310,000	\$390,000
Brian J. Allman	\$300,000	\$309,000

Departure of Director.

On June 5, 2018, Mathew Masters informed the Board of his intention not to stand for reelection to the Board at the next annual meeting of stockholders of the Company. The retirement of Mr. Masters from the Board did not arise from any disagreement with the Company on any matters relating to the Company's operations, policies or practices. Mr. Masters intends to serve out the rest of his term as a director. Subsequent to the retirement of Mr. Masters from the Board, the Board will be reduced from ten to nine directors.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description of Exhibit
10.1	Summary of Terms and Conditions of Officer Nonqualified Stock Option Award
10.2	Summary of Terms and Conditions of Salary Grade 7 and Above Restricted Stock Unit Award
10.3	Summary of Terms and Conditions of Officer Performance Cash Award
10.4	Bristow Group Inc. Fiscal Year 2019 Annual Incentive Compensation Plan
10.5	Supplement to Bristow Group Inc. Fiscal Year 2019 Annual Incentive Compensation Plan

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

BRISTOW GROUP INC.

Date: June 7, 2018

By: /s/ Timothy J. Knapp

Timothy J. Knapp

Senior Vice President, General Counsel and Corporate Secretary



**Summary of Terms and Conditions of
Officer Nonqualified Stock Option Award
June 5, 2018**

Effective as of the date hereof (the "Award Date"), Bristow Group Inc. (the "Company") hereby grants to you a nonqualified stock option ("Option") to purchase the number of Shares of common stock of the Company, \$.01 par value ("Common Stock"), set forth on the website of the Company's Plan administrator (your "Option") and issued in accordance with the Bristow Group Inc. 2007 Long Term Incentive Plan, as amended (the "Plan").

Your Option is more fully described below in this Summary of Terms and Conditions of Officer Nonqualified Stock Option Award (the "Award Terms Summary"). Any capitalized term used and not defined in this Award Terms Summary has the meaning set forth in the Plan. In the event there is an inconsistency between the terms of the Plan and this Award Terms Summary, the terms of the Plan control.

The price at which you may purchase the Shares of Common Stock covered by your Option is \$_____ per Share ("Exercise Price") which is the Fair Market Value of a Share of Common Stock on the Award Date. Your Option will expire on June 5, 2028 ("Expiration Date"), and will become vested ratably and exercisable in equal installments (the "Number of Shares Exercisable") on June 5, 2019, June 5, 2020 and June 5, 2021 (each a "Vesting Date"), provided that you have been continuously employed by the Company from the Award Date through the respective Vesting Date.

Note that in most circumstances, on the date(s) you exercise your Option, the difference between the Exercise Price and the Fair Market Value of a Share on the date of exercise multiplied by the number of Shares you purchase, will be taxable income to you. You should closely review the Plan Prospectus for important details about the tax treatment of your Option. Your Option is subject to the terms and conditions set forth in the enclosed Plan, this Award Terms Summary, the Prospectus for the Plan, and any rules and regulations adopted by the Compensation Committee of the Company's Board of Directors.

This Award Terms Summary, the Plan and any other attachments should be retained in your files for future reference.

1. Exercise Price

You may purchase the Shares of Common Stock covered by your Option for the Exercise Price stated in this Award Terms Summary. The Exercise Price of your Option may not be reduced, except as otherwise provided in Section 5.4 of the Plan and provided further that any such reduction does not cause your Option to become subject to Code Section 409A.

2. Term of Option

Your Option expires on the Expiration Date. However, your Option may terminate prior to the Expiration Date as provided in Section 6 of this Award Terms Summary upon the occurrence of one of the events described in that Section. Regardless of the provisions of Section 6 of this Award Terms Summary, in no event can your Option be exercised after the Expiration Date.

Bristow Group Inc.

2103 City West Blvd., 4th Floor, Houston, Texas 77042, United States
t (713) 267 7600 f (713) 267 7620 www.bristowgroup.com



3. Vesting and Exercisability of Option

(a) Unless it becomes exercisable on an earlier date as provided in Sections 6 or 7 of this Award Terms Summary, your Option will become vested and exercisable in installments with respect to the Number of Shares Exercisable on the respective Vesting Date as set forth herein and on the website of the Company's Plan administrator.

(b) The number of Shares covered by each installment that becomes exercisable on a Vesting Date will be in addition to the number of Shares which previously became exercisable.

(c) To the extent your Option has become vested and exercisable, you may exercise the Option as to all or any part of the Shares covered by the vested and exercisable installments of the Option, at any time on or before the earlier of (i) the Option Expiration Date or (ii) the date your Option terminates under Section 6 of this Award Terms Summary.

(d) You may exercise the Option only for whole Shares of Common Stock.

4. Exercise of Option

Subject to the limitations set forth in this Award Terms Summary and in the Plan, your Option may be exercised by written or electronic notice provided to the Company as set forth below. Such notice shall (a) state the number of Shares of Common Stock with respect to which your Option is being exercised and (b) be accompanied by such additional documents as the Committee or the Company may then require. If any law or regulation requires the Company to take any action with respect to the Shares specified in such notice, the time for delivery thereof, which would otherwise be as promptly as possible, shall be postponed for the period of time necessary to take such action. You shall have no rights of a stockholder with respect to Shares of Common Stock subject to your Option unless and until such time as your Option has been exercised and ownership of such Shares of Common Stock has been transferred to you.

As soon as practicable after receipt of notification of exercise and full payment of the Exercise Price, a certificate representing the number of Shares purchased under the Option, minus Shares retained to satisfy the Exercise Price and the applicable tax withholding obligations in accordance with Section 8 of this Award Terms Summary, will be delivered in street name to your brokerage account (or, in the event of your death, to a brokerage account in the name of your beneficiary in accordance with the Plan) or, at the Company's option, a certificate for such Shares will be delivered to you (or, in the event of your death, to your beneficiary in accordance with the Plan).

5. Satisfaction of Exercise Price

The Company will withhold a number of Shares otherwise deliverable to you on exercise of your Option in satisfaction of the Exercise Price. The Fair Market Value of Shares of Common Stock withheld in satisfaction of the Exercise Price shall be determined in accordance with the Plan on the date agreed to by the Company in advance of the date of exercise. No fractional Shares of Common Stock will be withheld in satisfaction of the Exercise Price, and to the extent that the Shares of Common Stock withheld exceed the Exercise Price, the value of any excess fractional Share will be paid to you in cash.

6. Termination of Employment

(a) *General.* The following rules apply to your Option in the event of your death, Disability (as defined below), retirement, or other termination of employment.



- (1) Termination of Employment. If your employment terminates for any reason other than death, Disability or retirement (as those terms are used below), your Option will expire as to any unvested and not yet exercisable installments of the Option on the date of the termination of your employment and no additional installments of your Option will become exercisable, except as otherwise provided in the Company's Management Severance Benefits Plan for U.S. Employees and Management Severance Benefits Plan for Non-U.S. Employees, as applicable. Your Option will be limited to only the number of Shares of Common Stock which you were entitled to purchase under the Option on the date of the termination of your employment and will remain exercisable for that number of Shares for the earlier of 12 months following the date of your termination of employment or the Expiration Date.
- (2) Retirement. If your employment terminates no sooner than six months after the Award Date by reason of retirement under a retirement program of the Company or one of its subsidiaries approved by the Committee after you have attained age 62 and have completed five continuous years of service or your combined age and length of service is 80 or above (as determined by the Committee), your Option will become vested and exercisable as follows. An Option granted more than 12 months prior to your termination date will become fully vested and exercisable until the Expiration Date. An Option granted less than 12 months prior to your termination date will be prorated by multiplying the number of Shares subject to the Option by the ratio of the number of months worked from the Award Date to your date of termination over twelve. The Option will become vested and exercisable for the resulting number of Shares until the Expiration Date.
- (3) Death or Disability. If your employment terminates by reason of Disability, your Option will become 100% vested and fully exercisable as to all of the Shares covered by the Option and will remain exercisable until the Expiration Date. If your employment terminates by reason of your death, your Option will become 100% vested and fully exercisable as to all of the Shares covered by the Option and will remain exercisable by your beneficiary in accordance with the Plan until the Expiration Date. For purposes of this Award Terms Summary, Disability shall have the meaning given that term by the group disability insurance, if any, maintained by the Company for its employees or otherwise shall mean your complete inability, with or without a reasonable accommodation, to perform your duties with the Company on a full-time basis as a result of physical or mental illness or personal injury you have incurred for more than 12 weeks in any 52 week period, whether consecutive or not, as determined by an independent physician selected with your approval and the approval of the Company.
- (4) Adjustments by the Committee. The Committee may, in its sole discretion exercised before or after your termination of employment, declare all or any portion of your Option immediately exercisable and/or make any other modification as permitted under the Plan.

(b) *Committee Determinations.* The Committee shall have absolute discretion to determine the date and circumstances of termination of your employment and make all



determinations under the Plan, and its determination shall be final, conclusive and binding upon you.

7. Change in Control

Notwithstanding any contrary provisions of this Award Terms Summary, upon your Qualifying Termination (as defined below) that occurs no later than 2 years after the date of the consummation of a Change in Control (as defined below), your Option will immediately become 100% vested and fully exercisable as to all Shares covered by the Option and the Option will remain exercisable until the Expiration Date. A Change in Control of the Company shall be deemed to have occurred as of the first day any one or more of the following conditions shall have been satisfied:

- (a) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a “Person”) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of Shares representing 35% or more of the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that for purposes of this clause (a), the following acquisitions shall not constitute a Change in Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation or other entity controlled by the Company, or (iv) any acquisition by any corporation or other entity pursuant to a transaction which complies with subclauses (i), (ii) and (iii) of clause (c) below; or
 - (b) Individuals who, as of the Effective Date of the Plan, are members of the Board of Directors of the Company (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board of Directors of the Company; provided, however, that for purposes of this clause (b), any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company’s stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board, shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board of Directors of the Company; or
 - (c) Consummation of a reorganization, merger, conversion or consolidation or sale or other disposition of all or substantially all of the assets of the Company (a “Business Combination”), in each case, unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then outstanding combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the corporation or other entity resulting from such Business Combination (including, without limitation, a corporation or other entity which as a result of such transaction owns the Company or all or substantially all of the Company’s assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding
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Company Voting Securities, (ii) no Person (excluding any corporation or other entity resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such corporation or other entity resulting from such Business Combination) beneficially owns, directly or indirectly, 35% or more of the combined voting power of the then outstanding voting securities of the corporation or other entity resulting from such Business Combination except to the extent that such ownership existed prior to the Business Combination, and (iii) at least a majority of the members of the board of directors of the corporation or other entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board of Directors of the Company, providing for such Business Combination; or

- (d) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company other than in connection with the transfer of all or substantially all of the assets of the Company to an affiliate or a Subsidiary of the Company.

A “Qualifying Termination” means your (i) involuntary termination by the Company or its affiliates without Cause or (ii) retirement under a retirement program of the Company or one of its subsidiaries approved by the Committee after you have attained age 62 and have completed five continuous years of service or your combined age and length of service is 80 or above (in either case as determined by the Committee). “Cause” means your (i) willful failure to substantially perform the duties assigned to you by the Board or by your supervisor, other than any such failure resulting from incapacity due to physical or mental illness; (ii) commission of malfeasance, fraud, or dishonesty, or your willful and material violation of Company policies; (iii) indictment or formal charge for, and subsequent conviction of, or plea of guilty or nolo contendere to, a felony, or a misdemeanor involving moral turpitude; or (iv) material breach of any agreement with the Company or its affiliates. “Cause” shall not include your refusal to accept the relocation of your job to a location more than (A) fifty (50) miles from your then current work location or (B) the distance for moves specified from time to time by the Internal Revenue Service as the “distance test” for deductibility of moving expenses, whichever distance is greater.

8. Tax Consequences and Income Tax Withholding

(a) You should review the Bristow Group Inc. 2007 Long Term Incentive Plan Prospectus for a general summary of the federal income tax consequences of your receipt of this Option based on currently applicable provisions of the Code and related regulations. The summary does not discuss state and local tax laws or the laws of any other jurisdiction, which may differ from U.S. federal tax law. Neither the Company nor the Committee guarantees the tax consequences of your Incentive Award herein. You are advised to consult your own tax advisor regarding the application of the tax laws to your particular situation.

(b) The Option is not intended to be an “incentive stock option,” as defined in Section 422 of the Code.

(c) This Award Terms Summary is subject to satisfaction of any applicable federal, state or local withholding tax liability arising from the grant or exercise of your Option. The Company shall retain Shares of Common Stock having a Fair Market Value on the date tax is determined equal to the amount of your minimum statutory withholding tax liability from the Shares otherwise deliverable to you upon the exercise of your Option. No fractional Shares of Common Stock will be withheld in satisfaction of the minimum statutory withholding tax liability, and to the extent that



the Shares of Common Stock withheld exceed the minimum statutory withholding tax liability, the value of any excess fractional Share will be paid to you in cash.

(d) In addition, you must make arrangements satisfactory to the Committee to satisfy any applicable withholding tax liability imposed under the laws of any other jurisdiction arising from your Incentive Award hereunder. You may not elect to have the Company withhold Shares having a value in excess of the minimum withholding tax liability under local law. If you fail to satisfy such withholding obligation in a time and manner satisfactory to the Committee, no Shares will be issued to you or the Company shall have the right to withhold the required amount from your salary or other amounts payable to you prior to the delivery of the Common Stock to you.

9. Restrictions on Resale

There are no restrictions imposed by the Plan on the resale of Shares of Common Stock acquired under the Plan. However, under the provisions of the Securities Act of 1933 (the “Securities Act”) and the rules and regulations of the Securities and Exchange Commission (the “SEC”), resales of Shares acquired under the Plan by certain officers and directors of the Company who may be deemed to be “affiliates” of the Company must be made pursuant to an appropriate effective registration statement filed with the SEC, pursuant to the provisions of Rule 144 issued under the Securities Act, or pursuant to another exemption from registration provided in the Securities Act. At the present time, the Company does not have a currently effective registration statement pursuant to which such resales may be made by affiliates. There are no restrictions imposed by the SEC on the resale of Shares acquired under the Plan by persons who are not affiliates of the Company; provided, however, that all employees, this Award Terms Summary and your Option and its exercise hereunder are subject to the Company’s policies against insider trading (including black-out periods during which no sales are permitted), and to other restrictions on resale that may be imposed by the Company from time to time if it determines said restrictions are necessary or advisable to comply with applicable law.

10. Effect on Other Benefits

Income recognized by you as a result of the issuance of your Option or the exercise of your Option or sale of Common Stock will not be included in the formula for calculating benefits under any of the Company’s retirement and disability plans or any other benefit plans.

11. Compliance with Laws

This Award Terms Summary and any Common Stock that may be issued hereunder shall be subject to all applicable federal and state laws and the rules of the exchange on which Shares of the Company’s Common stock are traded. The Plan and this Award Terms Summary shall be interpreted, construed and constructed in accordance with the laws of the State of Delaware and without regard to its conflicts of law provisions, except as may be superseded by applicable laws of the United States.

12. Clawback Policy

To the extent applicable to you, all or any portion of your Option may be subject to forfeiture, and all or any portion of the proceeds of the exercise of the Option may be subject to recoupment or repayment, pursuant to the Financial Clawback Policy or other Clawback Policy established or adopted by the Company’s Board of Directors from time to time as described in the Company’s Corporate Governance Guidelines.

13. Miscellaneous

(a) *Not an Agreement for Continued Employment or Services.* This Award Terms Summary shall not, and no provision of this Award Terms Summary shall be construed or interpreted



to, create any right to be employed by or to provide services to or to continue your employment with or to continue providing services to the Company, or the Company's affiliates, Parent or Subsidiaries or their affiliates.

(b) *Community Property.* Each spouse individually is bound by, and such spouse's interest, if any, in the grant of your Option or in any Shares of Common Stock is subject to, the terms of this Award Terms Summary. Nothing in this Award Terms Summary shall create a community property interest where none otherwise exists.

(c) *Amendment for Code Section 409A.* This Incentive Award is intended to be exempt from Code Section 409A. If the Committee determines that this Incentive Award may be subject to Code Section 409A, the Committee may, in its sole discretion, amend the terms and conditions of this Award Terms Summary to the extent necessary to comply with Code Section 409A.

If you have any questions regarding your Option or would like to obtain additional information about the Plan or the Committee, please contact the Company's General Counsel, Bristow Group Inc., 2103 City West Blvd., 4th Floor, Houston, Texas 77042 (telephone (713) 267-7600). This Award Terms Summary, the Plan and any other related documents should be retained in your files for future reference.



**Summary of Terms and Conditions of
Salary Grade 7 and Above Restricted Stock Unit Award
June 5, 2018**

Bristow Group Inc. (the "Company") hereby awards to you effective as of the date hereof (the "Award Date") the number of Restricted Stock Units set forth on the website of the Company's Plan administrator (the "Restricted Stock Unit Award"), which are being issued to you in accordance with the Bristow Group Inc. 2007 Long Term Incentive Plan, as amended (the "Plan"). Each Restricted Stock Unit represents the opportunity for you to receive one Share of common stock of the Company, par value \$.01 ("Common Stock"), upon satisfaction of the continued service and other requirements set forth in this Award Terms Summary.

Your Restricted Stock Unit Award is more fully described in this Summary of Terms and Conditions of Salary Grade 7 and Above Restricted Stock Unit Award (the "Award Terms Summary"). Any capitalized term used and not defined in this Award Terms Summary has the meaning set forth in the Plan. In the event there is an inconsistency between the terms of the Plan and this Award Terms Summary, the terms of the Plan control.

Unless otherwise provided in this Award Terms Summary, the restrictions on your Shares of Restricted Stock Units will lapse and you will receive the equivalent number of Shares of Common Stock on the third anniversary of the Award Date (the "Vesting Date"), provided that you have been continuously employed by the Company from the Award Date through the Vesting Date.

Except as expressly provided in this Award Terms Summary and the Company's Management Severance Benefits Plan for U.S. Employees and Management Severance Benefits Plan for Non-U.S. Employees, as applicable, all Restricted Stock Units as to which the restrictions thereon have not previously lapsed and which remain unvested will automatically be forfeited upon your termination of employment for any reason prior to the Vesting Date. In the event that the Vesting Date is a Saturday, Sunday or holiday, your Restricted Stock Units will instead vest on the first business day immediately following the Vesting Date.

Note that in most circumstances, the aggregate Fair Market Value of the Common Stock to be issued in settlement of the Restricted Stock Units that vest will be taxable income to you. You should closely review this Award Terms Summary and the Plan Prospectus for important details about the tax treatment of your Restricted Stock Unit Award. Your Restricted Stock Unit Award is subject to the terms and conditions set forth in the enclosed Plan, this Award Terms Summary, the Prospectus for the Plan, and any rules and regulations adopted by the Compensation Committee of the Company's Board of Directors.

This Award Terms Summary, the Plan and any other related documents should be retained in your files for future reference.

1. Lapse of Risk of Forfeiture and Vesting

Except as otherwise provided in Sections 4 and 5 of this Award Terms Summary, the Restricted Stock Units reflected on the website of the Company's Plan administrator and the subject hereof will no longer be subject to forfeiture on the Vesting Date, and, provided that you have continued to be employed by the Company from the Award Date through the Vesting Date and that you have not elected to defer receipt of such Restricted Stock Unit Award in accordance with procedures adopted by the Committee, an equal number of Shares of Common Stock will be transferred to you as soon as reasonably practicable after the Vesting Date but no later than 30 days after the Vesting Date; provided, however, that if you are Retirement Eligible (as defined in Section 4(c)), the specified date for purposes of Code Section 409A shall be the date that is 30 days after the Vesting Date.

Bristow Group Inc.

2103 City West Blvd., 4th Floor, Houston, Texas 77042, United States
t (713) 267 7600 f (713) 267 7620 www.bristowgroup.com



2. Restrictions on Restricted Stock Units

Until and unless your Restricted Stock Units become vested, you do not own any of the Common Stock potentially subject to the Restricted Stock Units awarded to you in this Award Terms Summary and you may not attempt to sell, transfer, assign or pledge the Restricted Stock Units or the Common Stock that may be awarded hereunder. Immediately upon any attempt to transfer such rights, your Restricted Stock Units, and all of the rights related thereto, will be forfeited by you and cancelled by the Company.

The Restricted Stock Units that are the subject hereof shall be accounted for by the Company on your behalf on a ledger. The total number of Shares of Common Stock you have earned will be delivered in street name to your brokerage account (or, in the event of your death, to a brokerage account in the name of your beneficiary in accordance with the Plan) or, at the Company's option, a certificate for such Shares will be delivered to you (or, in the event of your death, to your beneficiary in accordance with the Plan).

3. Dividends and Voting

The Restricted Stock Units described herein do not give you any rights as a stockholder of the Company including, but not limited to, voting and dividend rights.

4. Termination of Employment; Disability

(a) Forfeiture and Vesting. Except as provided in the Company's Management Severance Benefits Plan for U.S. Employees and Management Severance Benefits Plan for Non-U.S. Employees, as applicable, or Section 4 or Section 5 of this Award Terms Summary, if your employment is terminated prior to the Vesting Date, your unvested Restricted Stock Units awarded hereby shall be immediately forfeited.

(b) Death or Disability. If your employment is terminated by reason of death prior to the Vesting Date or if you incur a Disability prior to the Vesting Date, your Restricted Stock Units will be immediately vested in full. For purposes of this Award Terms Summary, "Disability" shall have the meaning given that term by the group disability insurance, if any, maintained by the Company for its employees or otherwise shall mean your complete inability, with or without a reasonable accommodation, to perform your duties with the Company on a full-time basis as a result of physical or mental illness or personal injury you have incurred for more than 12 weeks in any 52 week period, whether consecutive or not, as determined by an independent physician selected with your approval and the approval of the Company, and further, "Disability" must meet the requirements of Treasury Regulation Section 1.409A-3(i)(4). Any Restricted Stock Units that vest pursuant to this Section 4(b) shall be settled in accordance with Section 2 on the date that is 60 days after the date of your death or Disability, as applicable.

(c) Retirement. If your employment terminates by reason of retirement more than 12 months after the Award Date under a retirement program of the Company or one of its subsidiaries approved by the Committee after you have attained age 62 and have completed five continuous years of service or your combined age and length of service is 80 or above (in either case as determined by the Committee), your Restricted Stock Units will be immediately vested in full. If your employment terminates by reason of retirement more than six months but less than 12 months after the Award Date under a retirement program of the Company or one of its subsidiaries approved by the Committee after you have attained age 62 and have completed five continuous years of service or your combined age and length of service is 80 or above (in either case as determined by the Committee), a prorated portion of your Restricted Stock Units will be immediately vested. An Award granted less than 12 and more than six months prior to your termination date will be prorated by multiplying the number of shares subject to your Restricted Stock Unit Award by the ratio of the number of months worked from the Award Date to your date of termination over twelve. For purposes of this Award Terms Summary, you are "Retirement Eligible" if, at any time prior to the calendar year in which the Vesting Date occurs, you will attain age 62 and have completed five continuous years of service or your combined age and length of service will be 80 or above (in either case as determined by the Committee). Any Restricted Stock Units that vest pursuant to this Section 4(c) shall be settled in accordance with Section 2 on the Vesting Date.



(d) *Other Termination of Employment.* If your employment terminates for any reason other than those provided in Sections 4(b) and 4(c) above, your unvested Restricted Stock Units upon your termination of employment will be forfeited, unless otherwise determined by the Committee in its sole discretion or pursuant to the terms of the Company's Management Severance Benefits Plan for U.S. Employees and Management Severance Benefits Plan for Non-U.S. Employees, as applicable.

(e) *Adjustments by the Committee.* The Committee may, in its sole discretion, exercised before or after your termination of employment, accelerate the vesting of all or any portion of your Restricted Stock Units.

(f) *Committee Determinations.* The Committee shall have absolute discretion to determine the date and circumstances of the termination of your employment, and its determination shall be final, conclusive and binding upon you.

5. Change in Control

Notwithstanding any contrary provisions of this Award Terms Summary, upon your Qualifying Termination (as defined below) that occurs no later than 2 years after the date of consummation of a Change in Control, all of your Restricted Stock Units will be immediately vested in full. If you have retired and a Change in Control that meets the requirements of a "change in control event" within the meaning of Treasury Regulation Section 1.409A-3(i)(5) (a "409A Change in Control") occurs prior to the Vesting Date, then a prorated portion, as determined in accordance with Section 4(c), of your Restricted Stock Units will be immediately vested in lieu of any other settlement with respect to the Restricted Stock Units. A "Change in Control" of the Company shall be deemed to have occurred as of the first day any one or more of the following conditions shall have been satisfied:

(a) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of Shares representing 35% or more of the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that for purposes of this clause (a), the following acquisitions shall not constitute a Change in Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation or other entity controlled by the Company, or (iv) any acquisition by any corporation or other entity pursuant to a transaction which complies with subclauses (i), (ii) and (iii) of clause (c) below; or

(b) Individuals who, as of the Effective Date of the Plan, are members of the Board of Directors of the Company (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board of Directors of the Company; provided, however, that for purposes of this clause (b), any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board, shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board of Directors of the Company; or

(c) Consummation of a reorganization, merger, conversion or consolidation or sale or other disposition of all or substantially all of the assets of the Company (a "Business Combination"), in each case, unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then outstanding combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the corporation or other entity resulting from such Business Combination (including, without limitation, a corporation or other entity which as a result of such transaction owns the Company or all or



substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Voting Securities, (ii) no Person (excluding any corporation or other entity resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such corporation or other entity resulting from such Business Combination) beneficially owns, directly or indirectly, 35% or more of the combined voting power of the then outstanding voting securities of the corporation or other entity resulting from such Business Combination except to the extent that such ownership existed prior to the Business Combination, and (iii) at least a majority of the members of the board of directors of the corporation or other entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board of Directors of the Company, providing for such Business Combination; or

(d) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company other than in connection with the transfer of all or substantially all of the assets of the Company to an affiliate or a Subsidiary of the Company.

A "Qualifying Termination" means your (i) involuntary termination by the Company or its affiliates without Cause or (ii) retirement under a retirement program of the Company or one of its subsidiaries approved by the Committee after you have attained age 62 and have completed five continuous years of service or your combined age and length of service is 80 or above (in either case as determined by the Committee). "Cause" means your (i) willful failure to substantially perform the duties assigned to you by the Board or by your supervisor, other than any such failure resulting from incapacity due to physical or mental illness; (ii) commission of malfeasance, fraud, or dishonesty, or your willful and material violation of Company policies; (iii) indictment or formal charge for, and subsequent conviction of, or plea of guilty or nolo contendere to, a felony, or a misdemeanor involving moral turpitude; or (iv) material breach of any agreement with the Company or its affiliates. "Cause" shall not include your refusal to accept the relocation of your job to a location more than (A) fifty (50) miles from your then current work location or (B) the distance for moves specified from time to time by the Internal Revenue Service as the "distance test" for deductibility of moving expenses, whichever distance is greater.

Any Restricted Stock Units that vest pursuant to this Section 5 shall be settled in accordance with Section 2 on the applicable date as follows: (i) if you are employed by the Company or its affiliates on the date of the Change in Control, the first to occur of (A) the Vesting Date or (B) the date of your Qualifying Termination, subject to Section 11(c) below, or (ii) if you retired prior to the Change in Control, (A) if the Change in Control is a 409A Change in Control, the date that is 30 days after the date of the consummation of the Change in Control or (B) if the Change in Control is not a 409A Change in Control, the Vesting Date.

6. Tax Consequences and Income Tax Withholding

You should review the Plan Prospectus for a general summary of the federal income tax consequences of your receipt of Restricted Stock Units based on currently applicable provisions of the Code and related regulations. The summary does not discuss state and local tax laws or the laws of any other jurisdiction, which may differ from U.S. federal tax laws. Neither the Company nor the Committee guarantees the tax consequences of your Restricted Stock Unit Award. You are advised to consult your own tax advisor regarding the application of tax laws to your particular situation.

This Award Terms Summary is subject to your satisfaction of applicable withholding requirements. Unless the Committee in its sole discretion determines otherwise, to satisfy any applicable federal, state or local withholding tax liability arising from the grant or vesting of your Restricted Stock Units, the Company will retain a certain number of Shares of Common Stock having a value equal to the amount of your minimum statutory withholding obligation from the Shares otherwise deliverable to you upon the vesting of your Restricted Stock Units. No fractional Shares of Common Stock will be withheld to satisfy withholding requirements, and to the extent that the Shares of Common Stock withheld exceed the applicable withholding requirement, the value of any excess fraction Share will be paid to you in cash.



In addition, you must make arrangements satisfactory to the Committee to satisfy any applicable withholding tax liability imposed under the laws of any other jurisdiction arising from your Incentive Award hereunder. You may not elect to have the Company withhold Shares having a value in excess of the minimum withholding tax liability under local law. If you fail to satisfy such withholding obligation in a time and manner satisfactory to the Committee, no Shares will be issued to you or the Company shall have the right to withhold the required amount from your salary or other amounts payable to you prior to the delivery of the Common Stock to you.

No election under Code Section 83(b) is permitted with respect to this Restricted Stock Unit Award.

7. Restrictions on Resale

Other than the restrictions referenced in Section 2, there are no restrictions imposed by the Plan on the resale of Common Stock acquired under the Plan. However, under the provisions of the Securities Act of 1933 (the “Securities Act”) and the rules and regulations of the Securities and Exchange Commission (the “SEC”), resales of Shares acquired under the Plan by certain officers and directors of the Company who may be deemed to be “affiliates” of the Company must be made pursuant to an appropriate effective registration statement filed with the SEC, pursuant to the provisions of Rule 144 issued under the Securities Act, or pursuant to another exemption from registration provided in the Securities Act. At the present time, the Company does not have a currently effective registration statement pursuant to which such resales may be made by affiliates. There are no restrictions imposed by the SEC on the resale of Shares acquired under the Plan by persons who are not affiliates of the Company; provided, however, that all employees and the grant of Restricted Stock Units and any Common Stock deliverable hereunder are subject to the Company’s policies against insider trading (including black-out periods during which no sales are permitted), and to other restrictions on resale that may be imposed by the Company from time to time if it determines said restrictions are necessary or advisable to comply with applicable law.

8. Effect on Other Benefits

Income recognized by you as a result of your Restricted Stock Unit Award will not be included in the formula for calculating benefits under any of the Company’s retirement and disability plans or any other benefit plans.

9. Compliance with Laws

This Award Terms Summary, the Restricted Stock Units and any Common Stock deliverable hereunder shall be subject to all applicable federal and state laws and the rules of the exchange on which Shares of the Company’s Common Stock are traded. The Plan and this Award Terms Summary shall be interpreted, construed and constructed in accordance with the laws of the State of Delaware and without regard to its conflicts of law provisions, except as may be superseded by applicable laws of the United States.

10. Clawback Policy

To the extent applicable to you, all or any portion of your Restricted Stock Unit Award may be subject to forfeiture, and all or any portion of any Common Stock that may be transferred to you in settlement of Restricted Stock Units may be subject to recoupment or repayment, pursuant to the Financial Clawback Policy or other Clawback Policy established or adopted by the Company’s Board of Directors from time to time as described in the Company’s Corporate Governance Guidelines.

11. Miscellaneous

(a) Not an Agreement for Continued Employment or Services. This Award Terms Summary shall not, and no provision of this Award Terms Summary shall be construed or interpreted to, create any right to be employed by or to provide services to or to continue your employment with or to continue providing services to the Company or the Company’s affiliates, Parent or Subsidiaries or their affiliates.

(b) Community Property. Each spouse individually is bound by, and such spouse’s interest, if any, in the grant of Restricted Stock Units or in any Shares of Common Stock is subject to, the terms of this Award



Terms Summary. Nothing in this Award Terms Summary shall create a community property interest where none otherwise exists.

(c) Amendment for Code Section 409A. This Incentive Award is intended to be exempt from or compliant with Code Section 409A. If the Committee determines that this Incentive Award may be subject to additional tax under Code Section 409A, the Committee may, in its sole discretion, amend the terms and conditions of this Award Terms Summary to the extent necessary to comply with Code Section 409A. Notwithstanding the foregoing, the Company shall not be required to assume any economic burden in connection therewith. To the extent required to comply with Code Section 409A, you shall be considered to have terminated employment with the Company when you incur a “separation from service” with the Company within the meaning of Code Section 409A(a)(2)(A)(i). Notwithstanding any other provision in this Award Terms Summary to the contrary, payments payable under this Award Terms Summary due to a “separation from service” within the meaning of Code Section 409A that are deferred compensation subject to (and not otherwise exempt from) Code Section 409A that would otherwise be paid or provided during the six-month period commencing on the date your “separation from service” within the meaning of Code Section 409A, shall be deferred until the first business day after the date that is six (6) months following your “separation from service” within the meaning of Code Section 409A.

If you have any questions regarding your Restricted Stock Unit Award or would like to obtain additional information about the Plan, please contact the Company’s General Counsel, Bristow Group Inc., 2103 City West Blvd., 4th Floor, Houston, Texas 77042 (telephone (713) 267 - 7600). This Award Terms Summary and all related documents should be retained in your files for future reference.



Acknowledgement and Acceptance

I, the undersigned, acknowledge that certain terms of this Restricted Stock Unit Award may supersede the terms of another agreement between me and the Company or a Company policy otherwise applicable to me, and I hereby accept this Restricted Stock Unit Award subject to the terms, provisions and conditions of the Plan, the Award Terms Summary, the administrative interpretations thereof and the determinations of the Committee.

Date: _____ 2018

Signature: _____
[Name]



**Summary of Terms and Conditions of
Officer Performance Cash Award
June 5, 2018**

Bristow Group Inc. (the “Company”) has awarded you effective as of the date hereof (“Award Date”) a Performance Cash Award as set forth on the website of the Company’s Plan administrator which represents the opportunity for you to receive a limited amount of cash upon the Company’s achievement of performance goals over a specified performance period (your “Performance Cash Award”). This award is made in accordance with and subject to the terms of the Bristow Group Inc. 2007 Long Term Incentive Plan, as amended (the “Plan”).

Your Performance Cash Award is more fully described below in this Summary of Terms and Conditions of Officer Performance Cash Award (the “Award Terms Summary”) as well as on the website of the Company’s Plan administrator. Any capitalized term used and not defined in the Award Terms Summary has the meaning set forth in the Plan. The terms and provisions of the Plan as in effect as of the Award Date regarding Performance Awards intended to qualify for the Performance-Based Exception shall apply to your Performance Cash Award and the Award Terms Summary. In the event there is an inconsistency between the terms of the Plan and the Award Terms Summary, the terms of the Plan shall control.

The amount of cash you may earn will be determined based upon the Company’s achievement of performance goals during the three year performance period described in more detail below.

Your Performance Cash Award is subject to the terms and conditions set forth in the Plan, the Prospectus for the Plan and this Award Terms Summary and any rules and regulations adopted by the Compensation Committee of the Company’s Board of Directors in accordance with the terms of the Plan. Note that in most circumstances, the amount to be paid to you pursuant to your Performance Cash Award will be taxable compensation income to you when paid. You should closely review the terms and conditions set forth below and the Plan Prospectus for important details about the tax treatment of your Performance Cash Award.

If you agree to the terms and conditions of this Performance Cash Award, please sign the Acknowledgment and Acceptance statement on the following page and return an original signed copy to the Company’s Corporate Secretary within 30 days of the Award Date.

This Award Terms Summary, the Plan, and any other related documents should be retained in your files for future reference.

The Performance Cash Award made to you effective as of the Award Date provides for the opportunity for you to receive, if certain conditions are met, a cash payment (“Performance Cash”), subject to the terms and conditions set forth in the Plan, the enclosed Prospectus for the Plan, any rules and regulations adopted by the Compensation Committee of the Company’s Board of Directors (the “Committee”), and this Award Terms Summary.

1. Determination of Earned Cash

(a) *Earned Cash.* The exact amount of the Performance Cash that will actually be earned by and awarded to you (the “Earned Cash”) will be based upon the level of achievement by the Company of the performance standards described below over the three-year period commencing on the close of trading on the New York Stock Exchange (“NYSE”) on March 30, 2018 and ending at the close of trading on the NYSE on March 31, 2021 (the “Performance Cycle”). The determination by the Committee with respect to the achievement of such performance standards will be made in

Bristow Group Inc.
2103 City West Blvd., 4th Floor, Houston, Texas 77042, United States
t (713) 267 7600 f (713) 267 7620 www.bristowgroup.com



the first fiscal quarter following the end of the Performance Cycle after all necessary Company and peer information is available. The specific date on which such determination is formally made and approved by the Committee is referred to as the “Determination Date.” After the Determination Date, the Company will notify you of the amount of Earned Cash, if any, to be actually awarded to you. If you are continuously employed by the Company or its subsidiaries through the end of the Performance Cycle, and you have not thereafter forfeited your Performance Cash Award pursuant to Section 2, the payment of the Earned Cash will be made 60 days after the end of the Performance Cycle.

The calculation of Earned Cash shall be weighted 50% based on the Company’s Total Shareholder Return ranking compared to a defined Peer Group at the end of the Performance Cycle and 50% based on the Company’s Adjusted EPS, each as determined by the Committee in its sole discretion.

“Total Shareholder Return” or “TSR” is defined for a given company as the change in share price plus cumulative dividends paid, assuming dividend reinvestment during the Performance Cycle, over share price at the beginning of the Performance Cycle of the applicable company. Earned Cash for the TSR performance component will be calculated by multiplying 50% of the target Performance Cash by the appropriate percentage set forth below for the TSR percentile rank achieved by the Company, provided that, notwithstanding the Company’s actual TSR rank, the percentage is capped at 100% if the Company’s TSR is negative and the percentage will not be less than 100% if the Company’s TSR is greater than 20%. For Total Shareholder Return performance between the percentile ranks noted below, linear interpolation will be used to calculate the exact amount of Earned Cash:

<u>Percentile Rank</u>	<u>Percentage</u>	<u>Level</u>
75	200.00 %	Maximum
67	166.70 %	
58	133.30 %	
50	100.00 %	Target
42	83.30 %	
33	66.70 %	
25	50.00 %	Entry
Below 25th	ZERO	

The Company’s defined “Peer Group” shall consist of the Company and the other companies included in the Simmons & Company Offshore Transportation Services group of companies (the “Simmons Group”). Except as provided in the last sentence of this paragraph, for calculation of Total Shareholder Return, the Peer Group will include those companies that are included in the Simmons Group as of the last trading day of March, 2018, as published in the April 2018 Energy in Perspective Simmons Report, and whose shares were publicly traded on a recognized exchange for all of the three-year Performance Cycle. Additionally, for purposes of calculation of the TSR percentile rank within the Simmons Group and the resulting Earned Cash, the Company shall be included as part of the Simmons Group. Any member of the Peer Group that restructures or files for bankruptcy during the Performance Cycle shall be ranked last in the Peer Group even if such company’s shares are not publicly traded during a portion of the Performance Cycle.

“Adjusted EPS” shall mean the Company’s average adjusted earnings per share during the Performance Cycle as reported in the Company’s earnings releases, as adjusted for gains and losses on asset sales, other material special items and decreases in total shares outstanding. Earned Cash



for the Adjusted EPS performance component will be calculated by multiplying 50% of the target Performance Cash by the appropriate multiple set forth below for the Adjusted EPS achieved by the Company, using linear interpolation to determine the appropriate multiple for Adjusted EPS achievement that falls between the levels set forth below:

<u>Adjusted EPS</u>	<u>Multiple</u>	<u>Level</u>
Less than \$-1.41	0.00x	
\$-1.41	0.50x	Entry
\$-0.71	1.00x	Target
\$-0.01	2.00x	
\$0.69 or more	3.00x	Maximum

(b) *Committee Determinations.* In accordance with the provisions of the Plan, the Committee shall have the exclusive authority to make all determinations hereunder, including but not limited to the TSR ranking of the Company and its Peer Group and the appropriate multiple for Adjusted EPS. Without limiting the foregoing, the Committee shall have absolute discretion to determine the amount of Earned Cash to which you are entitled, if any, including without limitation such adjustments as may be necessary in the opinion of the Committee to account for changes since the date of this Award Terms Summary. The Committee's determination shall be final, conclusive and binding upon you.

2. Termination of Employment; Disability

(a) *Termination of Employment in General.* Except as provided in the Company's Management Severance Benefits Plan for U.S. Employees and Management Severance Benefits Plan for Non-U.S. Employees, as applicable, and Section 2 and Section 3 of this Award Terms Summary, if your employment terminates prior to the Determination Date, your Performance Cash Award shall be immediately forfeited, and you will not be entitled to receive any Earned Cash.

(b) *Termination of Employment due to Death; Disability.* If your employment terminates by reason of your death prior to the Determination Date or if you incur a Disability prior to the Determination Date, then you will be entitled to receive Earned Cash in respect of your Performance Cash Award in an amount determined as if the TSR and Adjusted EPS performance standards were achieved at the target level (the "Target Level"). For purposes of this Award Terms Summary, "Disability" shall have the meaning given that term by the group disability insurance, if any, maintained by the Company for its employees or otherwise shall mean your complete inability, with or without a reasonable accommodation, to perform your duties with the Company on a full-time basis as a result of physical or mental illness or personal injury you have incurred for more than 12 weeks in any 52 week period, whether consecutive or not, as determined by an independent physician selected with your approval and the approval of the Company, and further, "Disability" must meet the requirements of Treasury Regulation Section 1.409A-3(i)(4). Earned Cash that becomes payable pursuant to this Section 2(b) shall be payable on the date that is 60 days after the date of your death or Disability, as applicable.

(c) *Termination of Employment due to Retirement.* If your employment terminates prior to the Determination Date but more than six months after the Award Date by reason of your retirement under a retirement program of the Company or one of its Subsidiaries approved by the Committee after you have both attained age 62 and completed five continuous years of service or your combined age and length of service is 80 or above (as determined by the Committee), your Performance Cash Award will no longer be subject to forfeiture for termination of employment prior to the Determination



Date, and you may still become entitled to Earned Cash in accordance with Section 1 above if, and only to the extent that, the Company achieves the performance standards described in Section 1 above; provided, however, that the amount of Earned Cash otherwise payable to you under Section 1 shall be prorated by the ratio of the number of your months of continuous service from the beginning of the Performance Cycle to the date of retirement divided by thirty six. The payment of Earned Cash to U.S. taxpayers pursuant to this Section 2(c) will be made on the date that is 60 days after the end of the Performance Cycle. Payment of Earned Cash to non US taxpayers will be made in the next regularly scheduled paycheck after the Determination Date. For purposes of this Award Terms Summary, you are “Retirement Eligible” if you are a US taxpayer and, at any time prior to the calendar year in which the Performance Cycle ends, you will attain age 62 and have completed five continuous years of service or your combined age and length of service will be 80 or above (in either case as determined by the Committee).

(d) *Committee Determinations.* The Committee shall have absolute discretion to determine the date and circumstances of the termination of your employment, and its determination shall be final, conclusive and binding upon you.

3. Change in Control

Notwithstanding any contrary provisions of this Award Terms Summary, upon your Qualifying Termination (as defined below) that occurs no later than 2 years after the date of consummation of a Change in Control, you will be entitled to receive Earned Cash in an amount equal to the Target Level. If you have retired and a Change in Control that meets the requirements of a “change in control event” within the meaning of Treasury Regulation Section 1.409A-3(i)(5) (a “409A Change in Control”) occurs prior to the date Earned Cash is paid to you in respect of the Performance Cash Award, then you will be entitled to receive Earned Cash in an amount equal to the Target Level, pro-rated as provided in Section 2(c), in lieu of any other payments of Earned Cash. A Change in Control of the Company shall be deemed to have occurred as of the first day any one or more of the following conditions shall have been satisfied:

(a) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a “Person”) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of Shares representing 35% or more of the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that for purposes of this clause (a), the following acquisitions shall not constitute a Change in Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation or other entity controlled by the Company, or (iv) any acquisition by any corporation or other entity pursuant to a transaction which complies with subclauses (i), (ii) and (iii) of clause (c) below; or

(b) Individuals who, as of the Effective Date of the Plan, are members of the Board of Directors of the Company (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board of Directors of the Company; provided, however, that for purposes of this clause (b), any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company’s stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board, shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board of Directors of the Company; or



(c) Consummation of a reorganization, merger, conversion or consolidation or sale or other disposition of all or substantially all of the assets of the Company (a “Business Combination”), in each case, unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then outstanding combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the corporation or other entity resulting from such Business Combination (including, without limitation, a corporation or other entity which as a result of such transaction owns the Company or all or substantially all of the Company’s assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Voting Securities, (ii) no Person (excluding any corporation or other entity resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such corporation or other entity resulting from such Business Combination) beneficially owns, directly or indirectly, 35% or more of the combined voting power of the then outstanding voting securities of the corporation or other entity resulting from such Business Combination except to the extent that such ownership existed prior to the Business Combination and (iii) at least a majority of the members of the board of directors of the corporation or other entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board of Directors of the Company, providing for such Business Combination; or

(d) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company other than in connection with the transfer of all or substantially all of the assets of the Company to an affiliate or a Subsidiary of the Company.

A “Qualifying Termination” means your (i) involuntary termination by the Company or its affiliates without Cause or (ii) retirement under a retirement program of the Company or one of its subsidiaries approved by the Committee after you have attained age 62 and have completed five continuous years of service or your combined age and length of service is 80 or above (in either case as determined by the Committee). “Cause” means your (i) willful failure to substantially perform the duties assigned to you by the Board or by your supervisor, other than any such failure resulting from incapacity due to physical or mental illness; (ii) commission of malfeasance, fraud, or dishonesty, or your willful and material violation of Company policies; (iii) indictment or formal charge for, and subsequent conviction of, or plea of guilty or nolo contendere to, a felony, or a misdemeanor involving moral turpitude; or (iv) material breach of any agreement with the Company or its affiliates. “Cause” shall not include your refusal to accept the relocation of your job to a location more than (A) fifty (50) miles from your then current work location or (B) the distance for moves specified from time to time by the Internal Revenue Service as the “distance test” for deductibility of moving expenses, whichever distance is greater.

Any Earned Cash that is payable pursuant to this Section 3 shall be paid on the applicable date as follows: (i) if you are employed by the Company or its affiliates on the date of the Change in Control, the first to occur of (A) the date that is 60 days after the end of the full three-year Performance Cycle or (B) the date of your Qualifying Termination, subject to Section 8(c) below, or (ii) if you retired prior to the Change in Control, (A) if the Change in Control is a 409A Change in Control, the date that is 30 days after the date of the consummation of the Change in Control or (B) if the Change in Control is not a 409A Change in Control, the date that is 60 days after the end of the full three-year Performance Cycle.

4. Tax Consequences and Income Tax Withholding

(a) You should review the Plan Prospectus for a general summary of the U.S. federal income tax consequences of your receipt of this Performance Cash Award based on currently



applicable provisions of the Code and related regulations. The summary does not discuss state and local tax laws or the laws of any other jurisdiction, which may differ from U.S. federal tax law. Neither the Company nor the Committee guarantees the tax consequences of your Performance Cash Award. You are advised to consult your own tax advisor regarding the application of the tax laws to your particular situation.

(b) The Performance Cash Award under this Award Terms Summary is subject to the satisfaction of any applicable U.S. federal, state or local withholding tax liability arising in connection with the Performance Cash Award. The Company will withhold the necessary amount from your Earned Cash upon making payment to you as required by law. You may not elect for such withholding to be greater than the minimum statutory withholding tax liability arising from the Performance Cash Award.

(c) In addition, you must make arrangements satisfactory to the Committee to satisfy any applicable withholding tax liability imposed under the laws of any other jurisdiction arising from the Performance Cash Award hereunder.

5. Effect on Other Benefits

Income recognized by you as a result of this Performance Cash Award, and the entitlement to and payment of your Earned Cash, will not be included in the formula for calculating benefits under any of the Company's retirement and disability plans or any other benefit plans.

6. Compliance With Laws

This Award Terms Summary and your Performance Cash Award shall be subject to all applicable federal and state laws. The Plan and this Award Terms Summary shall be interpreted, construed and constructed in accordance with the laws of the State of Delaware without regard to its conflicts of law provisions, except as may be superseded by applicable laws of the United States.

7. Clawback Policy

To the extent applicable to you, all or any portion of your Performance Cash Award may be subject to forfeiture, and all or any portion of any Earned Cash that may be paid to you in settlement of your Performance Cash Award may be subject to recoupment or repayment, pursuant to the Financial Clawback Policy or other Clawback Policy established or adopted by the Company's Board of Directors from time to time as described in the Company's Corporate Governance Guidelines

8. Miscellaneous

(a) *Not an Agreement for Continued Employment or Services.* This Award Terms Summary and your Performance Cash Award will not, and no provision of this Award Terms Summary will be construed or interpreted to, create any right to be employed by or to provide services to or to continue your employment with or to continue providing services to the Company or the Company's affiliates, or to the Parent or Subsidiaries or their affiliates.

(b) *Community Property.* Each spouse individually is bound by, and such spouse's interest, if any, in this Performance Cash Award is subject to the terms of this Award Terms Summary. Nothing in this Award Terms Summary shall create a community property interest where none otherwise exists.



(c) *Amendment for Code Section 409A.* This Performance Cash Award is intended to be exempt from or compliant with Code Section 409A. If the Committee determines that this Performance Cash Award may be subject to additional tax under Code Section 409A, the Committee may, in its sole discretion, amend the terms and conditions of this Award Terms Summary to the extent necessary to comply with Code Section 409A or otherwise to exempt the Performance Cash Award from Code Section 409A. Notwithstanding the foregoing, the Company shall not be required to assume any economic burden in connection therewith. To the extent required to comply with Code Section 409A, you shall be considered to have terminated employment with the Company when you incur a “separation from service” with the Company within the meaning of Code Section 409A(a)(2)(A)(i). Notwithstanding any other provision in this Award Terms Summary to the contrary, payments payable under this Award Terms Summary due to a “separation from service” within the meaning of Code Section 409A that are deferred compensation subject to (and not otherwise exempt from) Code Section 409A that would otherwise be paid or provided during the six-month period commencing on the date your “separation from service” within the meaning of Code Section 409A, shall be deferred until the first business day after the date that is six (6) months following your “separation from service” within the meaning of Code Section 409A

If you have any questions regarding your Performance Cash Award or would like to obtain additional information about the Plan or the Committee, please contact the Company’s General Counsel, Bristow Group Inc., 2103 City West Blvd., 4th Floor, Houston, Texas 77042 (telephone (713) 267 - 7600). This Award Terms Summary, the Plan and all related documents should be retained in your files for future reference.



Acknowledgement and Acceptance

I, the undersigned, acknowledge that certain terms of this Performance Cash Award may supersede the terms of another agreement between me and the Company or a Company policy otherwise applicable to me, and I hereby accept this Performance Cash Award subject to the terms, provisions and conditions of the Plan, the Award Terms Summary, the administrative interpretations thereof and the determinations of the Committee.

Date: _____ 2018

Signature: _____
[Name]

BRISTOW GROUP INC.**FY 2019 ANNUAL INCENTIVE COMPENSATION PLAN****Plan Provisions****June 5, 2018****PURPOSE**

To provide certain designated officers and employees the opportunity to share in the improved performance of Bristow Group Inc. (the “Company”) by achieving specific Corporate and Region financial and safety goals and key individual objectives for fiscal year 2019 (the “Plan year”).

Participants will be required to uphold and certify their compliance with the Company’s legal and ethical standards as described in the Company’s Code of Business Integrity (the “Code”) and the policies that support the Code; and shall use the Company’s Core Values as guidelines for the conduct of business and working relationships.

ELIGIBILITY

- Certain designated officers and employees of the Company and participating affiliates may be eligible to participate in the Company’s Annual Incentive Compensation Plan (the “Plan”). In order to be eligible to participate in the Plan, an officer or employee must first be actively employed in a bonus eligible position for a minimum of three months. Additionally, prospective Plan participants must be recommended to and approved by the CEO, except for the Company’s executive officers who must be recommended to and approved by the Compensation Committee in order to participate in the Plan.
- Employees who are approved for participation in the Plan and employed by the Company after the commencement of the Plan year will be eligible to participate in the Plan on a pro-rata basis for such Plan year. Employees who were already Plan participants at the beginning of the Plan year, but whose reporting line has changed from Region to Corporate, Corporate to Region or between Regions during the Plan year will be subject to the applicable KPIs and receive resulting compensation on a pro-rata basis for such Plan year.

KEY PERFORMANCE INDICATORS (KPIs) AND WEIGHTS

- KPIs are selected and weighted to give emphasis to performance for which Plan participants have the most direct control. KPIs may vary among Plan participants and may change from year to year.
- The Compensation Committee must approve the KPIs, weights and targets as well as any changes thereto.
- The AA and TRIR targets for all Plan participants are measured at the consolidated Corporate level.

- If during the Plan year or the applicable portion thereof for newly acquired or disposed of consolidated affiliates, the Company's or any of its consolidated affiliate's air operations, including the Company's SAR operations, the operations of Eastern Airways and Airnorth and the operations of any entity that becomes a consolidated affiliate during the Plan year, results in a "Class A" Accident pursuant to the recommended classification by the Bristow Safety Review Board and ultimate determination by the Compensation Committee, at its sole discretion, the portion of any incentive award hereunder attributable to the safety performance component of AA will be zero for all Plan participants.
- If during the Plan year or the applicable portion thereof for newly acquired or disposed of consolidated affiliates, the Company's or any of its consolidated affiliate's air operations, including the Company's SAR operations, the operations of Eastern Airways and Airnorth, and the operations of any entity that becomes a consolidated affiliate during the Plan year, results in a "Class B" Accident pursuant to the recommended classification by the Bristow Safety Review Board and ultimate determination by the Compensation Committee, at its sole discretion, the portion of any incentive award hereunder attributable to the safety performance component of AA will be as set forth in Attachment I for all Plan participants.
- If during the Plan year or the applicable portion thereof for newly acquired or disposed of consolidated affiliates, the Company's or any of its consolidated affiliate's air operations, including the Company's SAR operations, the operations of Eastern Airways and Airnorth, and the operations of any entity that becomes a consolidated affiliate during the Plan year, results in a "Class C" Accident pursuant to the recommended classification by the Bristow Safety Review Board and ultimate determination by the Compensation Committee, at its sole discretion, the portion of any incentive award hereunder attributable to the safety performance component of AA will be as set forth in Attachment I for all Plan participants.
- If during the Plan year or the applicable portion thereof for newly acquired or disposed of consolidated affiliates, the Company's or any of its consolidated affiliate's administrative, ground or air operations, including the Company's SAR operations, the operations of Eastern Airways and Airnorth, and the operations of any entity that becomes a consolidated affiliate during the Plan year, results in the fatality of an employee, passenger, bystander or anyone involved in such operations, the portion of any incentive award hereunder attributable to the safety performance components of AA and TRIR will be zero for all Plan participants; provided however that any crewman/casualty fatality sustained on SAR flights where 'life and death' is at stake may be excluded by recommendation of the Bristow Safety Review Board and at the discretion of the Compensation Committee.
- If during the Plan year or the applicable portion thereof for newly acquired consolidated affiliates, the Company's or any of its consolidated affiliate's administrative, ground or air operations, including the Company's SAR operations, the operations of Eastern Airways and Airnorth, and the operations of any entity that becomes a consolidated affiliate during the Plan year, results in a Permanent Total Disability Case for an employee, passenger, bystander or anyone involved in such operations, the portion of any incentive award hereunder attributable to the safety performance component of TRIR will be zero for all Plan participants; provided however that any crewman/casualty permanent disability

sustained on SAR flights where ‘life and death’ is at stake may be excluded by recommendation of the Bristow Safety Review Board and at the discretion of the Compensation Committee.

- If the Company acquires any new consolidated affiliate during the Plan year, the TRIR performance levels for the consolidated affiliate will be based on the percentage reduction of its pro forma TRIR in fiscal year 2019 as calculated by the Bristow Safety Review Board and ultimately determined by the Compensation Committee. The TRIR performance levels for the consolidated affiliate will also be adjusted on a prorated basis (assuming a 365-day year) for the portion of the fiscal year on and after the date on which the consolidated affiliate is acquired by the Company.
- Each Plan participant will have a discretionary “individual performance” component, including performance with respect to the Company’s STRIVE goals: Sustain “Target Zero” safety culture, Train and develop the Company’s personnel, Renew commercial strategy and operational excellence, Improve balance sheet and return on capital, Value added acquisitions and divestitures, and Execute on Company transformation. The individual component will be evaluated based on specific individual objectives (scorecard) and an overall performance evaluation of their contribution to the organization as well as the performance of the relevant Region or Corporate, as applicable.
- The performance measures and their weightings for all Plan participants in fiscal year 2019 will be ROIC (25%), AA (12.5%), TRIR (12.5%) and Individual Performance (50%).
- Each Plan participant will receive an individual Incentive Award Determination Worksheet that contains his or her specific incentive award opportunity, KPIs and performance goals.
- Attachment I summarizes the safety KPI targets for fiscal year 2019.

PARTICIPATION LEVELS

Executive officers of the Company will be assigned a specific target level set as a percentage of actual annual base salary established by the Compensation Committee. Other Plan participants will be assigned a specific target level set as a percentage of actual annual base salary established by management based on salary grade. The target levels for Plan participants in fiscal year 2019 are as follows:

Salary Grade	Target
11	45%
10	45%
9	40%
8	35%
7	30%
6	25%
5	20%
3-4	15%
1-2	10%

KPI DEFINITIONS

The following definitions will determine the calculation of each KPI:

Safety KPIs

Air Accident (AA) – Air Accident (“AA”) measures the Company’s consolidated air accidents factoring in both the relative damage to the aircraft as well as the extent of injuries to persons. The final classification of all aircraft accidents shall be subject to the recommendation of the Bristow Safety Review Board with final determination to be made by the Compensation Committee. The following table and subsequent definitions are intended to provide guidance on the Aircraft Accident classification methodology:

Aircraft Accident Classification	Aircraft Accident Damage	Aircraft Accident Injury
A	Hull Loss	Fatal Injury/Multiple Serious Injuries
B	OEM Repair	Single Serious Injury/Multiple Minor Injuries
C	Major Repair	Minor Injury
D	Minor Repair	First Aid Case

- **Aircraft Accident Damage** shall mean aircraft damage sustained during events classified as an ‘Accident’ under ICAO Annex 13. All SAR and medical emergency operational and training flights will be included. While “ditching” may result in a hull loss, such events will not in themselves determine the event classification.
- **Aircraft Accident Injury** shall mean those personal injuries sustained by staff and/or passengers during flight operations. Crewman/casualty injury sustained on SAR and medical emergency flights where ‘life and death’ is at stake will not be included.
- **First Aid Case** shall mean a case in which immediate and temporary care is given to a victim of an accident or sudden illness before (or in substitution of) the services of a physician or primary attention is provided by a physician which could have been administered by a qualified first aid provider. For purposes of this definition, first aid may include any single treatment and subsequent observation of minor scratches, cuts, burns, splinters, that do not normally require medical care by a physician. Such treatment and observation is considered a First Aid Case even if provided by a physician or registered professional personnel.
- **Hull Loss** shall mean the aircraft is destroyed or damaged beyond economical repair.
- **Major Repair** shall mean repair work that is required on an aircraft following an accident:
 - (a) where an aircraft is otherwise grounded; or
 - (b) where the repair requires more than a visual inspection and is not covered by routine maintenance programs.

- **Minor Injury** shall mean an injury which is sustained by a person during an aircraft accident or incident event which falls between the definition above of “First Aid Case” and below of “Serious Injury”.
- **Original Equipment Manufacturer (“OEM”) Repair** shall mean repair work that is required on an aircraft following an accident that requires input from the OEM in terms of design, execution or approval of the work.
- **Serious Injury** shall mean an injury which is sustained by a person during an aircraft accident or personal injury event which results in:
 - (a) hospitalization for more than 48 hours commencing within seven days from the date on which the injury was received;
 - (b) a fracture of any bone (except simple fractures of fingers, toes, or nose);
 - (c) lacerations which cause nerve, muscle or tendon damage or severe hemorrhage;
 - (d) injury to any internal organ;
 - (e) second or third degree burns or any burns affecting more than five percent of the body surface; or
 - (f) verified exposure to infectious substances or injurious radiation.
- **Total Recordable Injury Rate (“TRIR”)** shall be equal to the product of (a) the total number of recordable injuries in the fiscal year to any person (including any recordable injury to a SAR or medical emergency passenger that is sustained as a result of the Company’s consolidated operations) that is more severe than a First Aid Case defined above (e.g., any fatality, Permanent Total Disability Case, Lost Work Time, Restricted Work Time, or Medical Treatment Case) divided by (b) the total number of hours worked in the fiscal year multiplied by 200,000 hours. If after considering the facts of an incident in light of the following classification definitions there remains a question as to how a given incident should be classified for TRIR purposes, the Bristow Safety Review Board shall review the facts and make a classification recommendation to the Compensation Committee who in turn shall make the final classification determination at its sole discretion.
- **Medical Treatment Case** shall mean a case involving any work related injury or illness that does not result in any days away from work, or one or more days of restricted work or job transfer, and where the employee receives medical treatment beyond first aid which can only be administered by a physician (including a dentist or physiotherapist) or on the direction of a physician by medically qualified personnel. For the avoidance of doubt, “medical treatment” shall not include first aid even if provided by a physician or registered professional personnel.
- **Permanent Total Disability Case** shall mean a case involving any work related injury that permanently incapacitates a person and results in termination of employment.
- **Restricted Work Time Case** shall mean a case involving any work related injury that renders the injured person temporarily unable to perform all, but still some, of their normal work on any day after the day on which the injury occurred.

Financial KPI

Return on Invested Capital (“ROIC”) is a common financial performance measure that indicates how effectively the Company deploys capital to drive profitability. To improve ROIC, management must balance improvements in pricing, cost efficiency and asset productivity. ROIC is defined as:

$$\frac{\text{EBIT Less Taxes and Earnings from Unconsolidated Affiliates}}{\text{Invested Capital}^1}$$

Individual KPI

Individual Performance - Individual performance may relate specifically to the individual and/or pre-established Region or Corporate objective goals approved by the Plan participant’s applicable supervisor or the Compensation Committee. Each Plan participant should be evaluated on individual objectives that have been defined and communicated to the Plan participant and an overall performance evaluation of the individual’s contributions during the Plan year. The individual performance goals and STRIVE objective goals may be adjusted or updated as needed throughout the Plan year to address business needs. The total pool for all Plan participants as a group for the discretionary component of the annual incentive award is set as a multiple of the “expected” level ranging from 0 to 200% as recommended by the Chief Executive Officer and approved by the Compensation Committee. In cases of extraordinary performance, a Plan participant may receive an amount for individual performance in excess of 200% of such participant’s targeted individual performance amount, provided that in no event shall any participant’s total annual incentive award exceed 250% of such Plan participant’s targeted total annual incentive award.

PERFORMANCE GOALS

- The minimum, expected and maximum performance levels for each safety performance metric of AA and TRIR for fiscal year 2019 are set forth in Attachment I. The payoff schedule is a straight line between and around these points.
- The ROIC target for fiscal year 2019 is equal to the actual ROIC for fiscal year 2018. Achieving this level of performance at both Corporate and the Regions would imply an ROIC multiple of 1.0 times bonus target. If ROIC improvement is above or below zero, the ROIC multiplier will be above or below 1.0 times bonus target. For the consolidated Company, if ROIC declines 1% the ROIC bonus multiple will decline to zero and if the ROIC increases 2% the ROIC bonus multiple will rise to 3.0 times bonus target. For Regions, if ROIC declines 3% the ROIC bonus multiple will decline to zero and if the ROIC increase by 3% the ROIC bonus multiple will rise to 2.0 times bonus target. For the consolidated Company and the Regions, the payoff schedule is a straight line between and around these points.

¹Invested Capital shall be defined to consist of total assets less cash, cash equivalents, investments in unconsolidated affiliates and non-interest bearing liabilities.

- The Compensation Committee reserves the right to adjust performance goals and resulting payout multiples for significant acquisitions, divestitures or events that were not contemplated when the performance goals and payout multiples were initially set.

DETERMINING THE ANNUAL INCENTIVE AWARD

- Once the Plan year has been completed, the Company's safety and financial performance will be determined.
- The actual incentive award earned by each Plan participant will be equal to the sum of the incentive awards earned for each KPI, including individual performance.
- The ROIC bonus multiple is capped at 3.0 times bonus target and has a floor of 0.0 times bonus target. In a year where the bonus multiple is above the cap or below the floor, it is expected that the benchmark for measuring the following year change in ROIC is the ROIC that would have resulted in exactly reaching the cap or floor.
- Incentive awards hereunder will be paid as soon as practical after the end of the Plan year and completion and certification of the outside audit of the Company's financial results. Awards to U.S. taxpayers will be paid no later than 75 days after the end of the applicable fiscal year. All other awards will be paid as soon as administratively feasible, but no later than the end of the month following approval by the Compensation Committee.
- A Plan participant will not receive his/her incentive award until they have signed a certification of compliance under the Code of Business Integrity. The Company may recover all or a portion of the incentive award if it is found that the certification was signed with the knowledge of, or participation in, any act determined by the Company's Compliance Committee to be in violation of the Code of Business Integrity.

ADMINISTRATION OF PLAN

- The Compensation Committee approves the Plan, with day-to-day responsibility for administration delegated to Company management. The Compensation Committee will interpret the Plan and make appropriate adjustments as necessary. All interpretations made by the Compensation Committee are final.
- The Compensation Committee will certify the performance results of the Company and the total amount of incentive awards to be paid at the end of the Plan year.
- The incentive awards for the applicable Plan year will be accrued and charged as an expense to the Company, before determining the financial performance under the Plan.
- Except as provided below, Plan participants whose employment by the Company is terminated for any reason prior to the payment of any incentive award contemplated hereunder will forfeit such award in full.

- Any Plan participant whose employment is terminated without cause may be eligible to receive a pro-rated award pursuant to the terms of the Company's Management Severance Benefits Plan for U.S. Employees, as amended, and the Company's Management Severance Benefits Plan for Non-U.S. Employees, as amended.
- Any Plan participant whose employment is terminated for reason of death, disability or normal retirement, may be eligible to receive a pro-rated award, subject to the discretion of Company management.
- The Compensation Committee, in its sole discretion, may make special incentive awards to any individual in order to recognize special performance or contributions.
- This Plan has been adopted pursuant to the Company's 2007 Long Term Incentive Plan, as amended from time to time, and will be administered by the Compensation Committee in accordance with the provisions thereof.

FORFEITURE AND CLAWBACK POLICY

- To the extent applicable to any Plan participant, all or any portion of an annual incentive award under the Plan may be forfeited if the participant violates the Company's Code of Business Integrity (the COBI Clawback Policy), as described in the Company's Corporate Governance Guidelines and as determined by the Compensation Committee on a case by case basis.
- To the extent applicable to any Plan participant, all or any portion of an annual incentive award under the Plan may be forfeited, and all or any portion of any payments received by any Plan participant with respect to an annual incentive award under the Plan may be subject to recoupment or repayment, pursuant to the Financial Clawback Policy or other Clawback Policy established or adopted by the Company's Board of Directors from time to time as described in the Company's Corporate Governance Guidelines.

BRISTOW GROUP INC.

FY 2019 ANNUAL INCENTIVE COMPENSATION PLAN ATTACHMENT I SAFETY PERFORMANCE MEASURES

The following performance levels are established for safety KPIs for fiscal year 2019:

SAFETY KPIs	Minimum ⁽¹⁾	Expected	Maximum ⁽²⁾
TRIR ⁽³⁾	0.32	0.24	0.18
Performance Score	0.050	0.125	0.250
AA Class A Accidents ⁽⁴⁾	0	0	0
AA Class B Accidents ⁽⁴⁾	2 Class B and Class C (no more than 1 Class B)	0	0
AA Class C Accidents ⁽⁴⁾		1	0
Performance Score	0.050	0.125	0.250

- (1) Performance resulting in safety KPIs worse than the minimum amounts set forth above will result in a performance score of zero and no payment being provided for that portion of the incentive award.
- (2) Performance resulting in safety KPIs better than the maximum KPIs set forth above will result in the highest applicable performance score being applied to that portion of the incentive award.
- (3) TRIR will be measured based on the performance levels of the Company and its consolidated affiliates as of April 1, 2019, as adjusted on a prorated basis (assuming a 365-day year) for the TRIR relative performance of any disposed of consolidated affiliate or newly acquired consolidated affiliate during fiscal year 2019 with such calculation performed by the Bristow Safety Review Board and ultimately determined by the Compensation Committee.
- (4) AA will be measured based on the performance levels of the Company, its consolidated affiliates as of April 1, 2019 and the performance levels for the applicable period of time during fiscal year 2019 that disposed of or acquired affiliates were deemed to be consolidated affiliates.

The TRIR performance levels for any new consolidated affiliate that is acquired by the Company during fiscal year 2019 will be based on the percentage reduction on a relative basis of such consolidated affiliate's pro forma TRIR. The following TRIR performance levels will also be further adjusted on a prorated basis (assuming a 365-day year) for the portion of the fiscal year on and after the date on which the consolidated affiliate is acquired by the Company. The TRIR performance levels will be calculated by the Bristow Safety Review Board and ultimately determined by the Compensation Committee:

SAFETY KPI	Minimum⁽¹⁾	Expected	Maximum⁽²⁾
TRIR	12% reduction	27% reduction	45% reduction
Performance Score	0.050	0.125	0.250

-
- (1) Performance resulting in TRIR worse than the minimum amounts set forth above will result in a performance score of zero and no payment being provided for that portion of the incentive award attributable to the applicable consolidated affiliate.
- (2) Performance resulting in TRIR better than the maximum TRIR set forth above will result in the highest applicable performance score being applied to that portion of the incentive award attributable to the applicable consolidated affiliate. The payoff schedule is a straight line between and around these points.

**SUPPLEMENT TO THE
BRISTOW GROUP INC.**

FY 2019 ANNUAL INCENTIVE COMPENSATION PLAN

**Provisions Applicable to Officers
June 5, 2018**

PURPOSE

The purpose of this Supplement (“Supplement”) to the Bristow Group Inc. FY 2019 Annual Incentive Compensation Plan (the “Plan”) is to provide additional terms applicable to annual incentive awards made to officers of the Company. Terms not defined in this Supplement shall have the meaning assigned thereto in the Plan.

APPLICABILITY

This Supplement applies to officers of Bristow Group Inc. at the Vice President level and above (“Officers”).

CLAWBACK POLICY

To the extent applicable to an Officer, all or any portion of an annual incentive award under the Plan may be forfeited if the Officer violates the Company’s Code of Business Integrity (the COBI Clawback Policy), as described in the Company’s Corporate Governance Guidelines and as determined by the Compensation Committee on a case by case basis. In addition, to the extent applicable to an Officer, all or any portion of an annual incentive award under the Plan to the Officer may be forfeited, and all or any portion of any payments received by an Officer with respect to an annual incentive award under the Plan may be subject to recoupment or repayment, pursuant to the Financial Clawback Policy or other Clawback Policy established or adopted by the Company’s Board of Directors from time to time as described in the Company’s Corporate Governance Guidelines.

ACKNOWLEDGEMENT AND AGREEMENT

The undersigned Officer is eligible for an annual incentive compensation bonus under the Plan and this Supplement. The undersigned Officer acknowledges that certain terms of the Plan and this Supplement may supersede the terms of another agreement between the Officer and the Company or a Company policy otherwise applicable to the Officer, and the undersigned Officer hereby accepts the eligibility for an annual incentive compensation bonus under the Plan and this Supplement subject to the terms, provisions and conditions of the Plan, the Supplement, the administrative interpretations thereof and the determinations of the Compensation Committee.

Signature of Officer

Name (please print)

June [], 2018

Date