



3151 Briarpark Drive
Suite 700
Houston, Texas 77042

Notice of 2023 Annual Meeting of Stockholders And Proxy Statement



3151 Briarpark Drive
Suite 700
Houston, Texas 77042

April 24, 2023

Dear Fellow Stockholder:

You are cordially invited to attend the 2023 Annual Meeting of Stockholders (the "Meeting") of Bristow Group Inc. (the "Company"), which will be held exclusively via a live audio webcast at www.virtualshareholdermeeting.com/VTOL2023 on Wednesday, June 7, 2023, at 9:00 a.m. Central Daylight Time. All holders of record of the Company's outstanding common stock at the close of business on April 10, 2023 will be entitled to vote at the Meeting.

At the Meeting, we will ask you (i) to elect eight directors to serve until the 2024 Annual Meeting of Stockholders; (ii) to approve, on an advisory basis, named executive officer compensation; (iii) to consider and vote upon a proposed amendment to the Company's 2021 Equity Incentive Plan; and (iv) to ratify the appointment of KPMG LLP as the Company's independent auditors for 2023.

Regardless of the number of shares of the Company's common stock that you own, you are encouraged to read the accompanying Proxy Statement and our Transition Report on Form 10-KT for the nine-month transition period ended December 31, 2022 carefully. Please review the proxy card for instructions on how you can vote your shares of common stock over the Internet, by telephone, by mail or by attending the Meeting online at www.virtualshareholdermeeting.com/VTOL2023 using your 16-digit control number and voting your shares electronically on June 7, 2023. It is important that all holders of our common stock participate in the affairs of the Company. The prompt return of proxy cards will ensure the presence of a quorum.

We look forward to your participation in the Meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Bradshaw", written in a cursive style.

Christopher S. Bradshaw
President and Chief Executive Officer



3151 Briarpark Drive | Suite 700 | Houston, Texas 77042

Notice of 2023
Annual Meeting
of Stockholders

DATE

June 7, 2023

TIME

9:00 a.m. CDT

VIA WEBCAST

**[www.virtualshareholder
meeting.com/VTOL2023](http://www.virtualshareholdermeeting.com/VTOL2023)**

TO OUR STOCKHOLDERS

April 24, 2023

The 2023 Annual Meeting of Stockholders (the "Meeting") of Bristow Group Inc. (the "Company") will be held exclusively via a live audio webcast at www.virtualshareholdermeeting.com/VTOL2023 on Wednesday, June 7, 2023, at 9:00 a.m. Central Daylight Time for the following purposes:

1. To elect eight directors named in the accompanying Proxy Statement to serve until the 2024 Annual Meeting of Stockholders or until his or her successor is duly qualified and elected;
2. To hold an advisory vote to approve named executive officer compensation;
3. To consider and vote upon an amendment to the Company's 2021 Equity Incentive Plan;
4. To ratify the appointment of KPMG LLP as the Company's independent auditors for 2023; and
5. To transact such other business as may properly come before the Meeting and any adjournments or postponements thereof.

Only holders of record of the Company's common stock at the close of business on April 10, 2023 will be entitled to notice of and to vote at the Meeting. See the "Solicitation of Proxies, Voting and Revocation" section of the accompanying Proxy Statement for the place where the list of stockholders may be examined.

We are furnishing proxy materials to our stockholders using the U.S. Securities and Exchange Commission ("SEC") rule that allows companies to furnish their proxy materials over the Internet. As a result, on April 24, 2023, we are mailing to many of our stockholders a Notice of Internet Availability of Proxy Materials ("Notice") instead of a paper copy of the accompanying Proxy Statement and our Transition Report on Form 10-KT for the nine-month transition period ended December 31, 2022. The Notice contains instructions on how to access the accompanying Proxy Statement and our Transition Report on Form 10-KT over the Internet. The Notice also provides instructions

FOR SPECIFIC INSTRUCTIONS

Please refer to the section entitled "Questions and Answers About Voting Your Shares" beginning on page 1

on how you can request a paper copy of our proxy materials, including the accompanying Proxy Statement, our Transition Report on Form 10-KT and a form of our proxy card. We believe that posting these materials on the Internet enables us to provide stockholders with the information that they need more quickly, while lowering our costs of printing and delivery and reducing the environmental impact of the Meeting. All stockholders who do not receive a Notice, including the stockholders who have previously requested to receive paper copies of our proxy materials, will receive a paper copy of our proxy materials by mail. If you received our proxy materials via e-mail in accordance with your previous request, the e-mail contains voting instructions and links to the accompanying Proxy Statement and our Transition Report on Form 10-KT on the Internet.

Only stockholders of record and beneficial owners will be able to virtually attend and vote their shares of the Company's common stock electronically at the Meeting. Submitting a vote before the Meeting will not preclude you from voting your shares electronically at the Meeting should you decide to virtually attend. For specific instructions on how to participate in and vote your shares at the Meeting, please refer to the section entitled "Questions and Answers About Voting Your Shares" beginning on page 1 of the accompanying Proxy Statement.

By order of our Board of Directors,



Elizabeth Matthews

Senior Vice President, General Counsel,
Head of Government Affairs, and Corporate Secretary

YOUR VOTE IS VERY IMPORTANT! WE ENCOURAGE YOU TO VOTE AS SOON AS POSSIBLE. PLEASE VOTE BY PROXY OVER THE INTERNET, OR, IF YOU RECEIVED PAPER COPIES OF OUR PROXY MATERIALS BY MAIL, YOU CAN VOTE BY MAIL, TELEPHONE OR INTERNET BY FOLLOWING THE INSTRUCTIONS ON THE PROXY CARD, WHETHER OR NOT YOU EXPECT TO VIRTUALLY ATTEND THE MEETING, SO THAT YOUR SHARES OF THE COMPANY'S COMMON STOCK MAY BE REPRESENTED AT THE MEETING IF YOU ARE UNABLE TO VIRTUALLY ATTEND AND VOTE ELECTRONICALLY.



PROXY STATEMENT SUMMARY

This summary highlights certain information contained elsewhere in this Proxy Statement. This summary does not contain all of the information that you may wish to consider prior to voting. Please review the entire Proxy Statement and our Transition Report on Form 10-KT for the nine-month transition period ended December 31, 2022 (“Transition Year Ended 2022”) for more detailed information.

2023 Annual Meeting of Stockholders (the “Meeting”)

Meeting Details

DATE

June 7, 2023

TIME

9:00 a.m. CDT

VIA WEBCAST

www.virtualshareholdermeeting.com/VTOL2023

VOTING ELIGIBILITY

Only stockholders as of the close of business on April 10, 2023 (the “Record Date”) are eligible to vote at the Meeting or by proxy, and each such stockholder shall have one vote for each share of common stock held on the Record Date.

VOTING METHODS

BEFORE THE MEETING



BY INTERNET Go to www.proxyvote.com for voting instructions or scan the QR code on your Important Notice Regarding the Availability of Proxy Materials or proxy card with your smartphone, then cast your vote electronically by 11:59 p.m. (Eastern Daylight Time) on June 6, 2023.



BY TELEPHONE You may call 1-800-690-6903 on a touch-tone telephone and follow the instructions provided by the recorded message to vote your shares by telephone by 11:59 p.m. (Eastern Daylight Time) on June 6, 2023.



BY MAIL You may promptly mail your completed and executed proxy card in the postage-paid envelope, which must be received by the Company on or prior to June 6, 2023.

DURING THE MEETING



VIRTUAL MEETING Go to www.virtualshareholdermeeting.com/VTOL2023 and follow the posted instructions. You will need the 16-digit control number included on your Notice of Internet Availability of Proxy Materials, your proxy card or the voting instructions that accompany your proxy materials.

Business of the Meeting

Proposals	Board Vote Recommendation	See Page Number for more information
1 Election of Directors	FOR each nominee	22
2 Advisory Vote to Approve Named Executive Officer Compensation	FOR	70
3 Approval of an Amendment to the Company’s 2021 Equity Incentive Plan	FOR	71
4 Ratification of the Company’s Independent Auditors	FOR	78



Our Director Nominees

You are being asked to vote on the election of these eight directors. Additional information about each director's background, skills and experience can be found on pages 23 to 27 of this Proxy Statement.

Name	Age	Director Since	Independent	Committee Membership and Chairpersons
G. Mark Mickelson	57	2020	✓	Chairman of the Board of Directors
Christopher S. Bradshaw	46	2015		
Lorin L. Brass	69	2020	✓	Compensation Environmental, Social, and Governance
Wesley E. Kern	56	2020	✓	Compensation (Chair) Audit
Robert J. Manzo	65	2020	✓	Environmental, Social, and Governance (Chair) Audit
General Maryanne Miller, Ret.	64	2021	✓	Compensation
Christopher Pucillo	55	2020	✓	Compensation Environmental, Social, and Governance
Brian D. Truelove	64	2020	✓	Audit (Chair) Environmental, Social, and Governance

Advisory Approval of Named Executive Officer Compensation

In Transition Year Ended 2022, the Compensation Committee and the Board of Directors (our “Board”) maintained the compensation philosophy and design adopted following the merger involving Bristow Group Inc. and Era Group Inc. Underpinning the Transition Year Ended 2022 executive compensation program is a belief by the Compensation Committee that there must be a meaningful link between the compensation paid to our Named Executive Officers and our goal of long-term value creation for our stockholders.

The Transition Year Ended 2022 executive compensation program included: pay tied to performance through the use of performance-based stock units (which may be earned via performance against an absolute financial metric and relative total stockholder return); a 50% weighting of the financial metric in the short-term annual incentive program (the “STIP”); and a minimum financial metric threshold that must be achieved prior to the payment of any amounts under the individual strategic goals portion of the STIP.



Set forth below are other executive compensation best practices that guide the design of our executive compensation program.

 WHAT WE DO	✓ Engage with large stockholders to discuss matters of interest.
	✓ Pay for performance. Place a heavy emphasis on variable pay with approximately 85% of our Chief Executive Officer's target direct compensation contingent upon financial and operational performance and growth in long-term stockholder value.
	✓ Use performance-based long-term incentive awards compensation through performance-based stock units and stock options for which value is contingent upon stock price and company performance relative to the grant date.
	✓ Review target compensation levels relative to an appropriate set of peers annually.
	✓ Reinforce the alignment of stockholders and our executives and directors by requiring significant levels of stock ownership.
	✓ Ensure accountability and manage risk through (i) a robust financial restatement clawback policy applicable to our executive officers, (ii) limits on maximum annual cash incentive award opportunities, and (iii) ongoing risk assessments of our program.
	✓ Use relative and absolute performance metrics to determine the payment of future performance awards under the Company's long-term incentive awards.
	✓ Maintain a Compensation Committee composed entirely of independent directors who are advised by an independent compensation consultant.

 WHAT WE DON'T DO	✗ No employment agreements with any of our executive officers.
	✗ No pledging (unless our General Counsel consents to the pledge) or hedging of our company stock, and no repricing stock options.
	✗ No excise tax gross-ups.
	✗ No significant perquisites.
	✗ No guarantee of bonuses.

Amendment to the Company's 2021 Equity Incentive Plan

At the Meeting, our stockholders will be asked to approve an amendment (the "Amendment") to the Company's 2021 Equity Incentive Plan (the "LTIP") to increase the number of shares that may be issued thereunder from 1,640,000 shares to 2,130,000 shares. Our Board approved the Amendment on February 22, 2023, subject to stockholder approval. We believe that the requested allocation is critical over the next year to ensure our ability to attract and retain key talent and to provide our executive leadership with competitive reward opportunities that are aligned with our stockholders' interests.

Our Independent Auditors

The Audit Committee of our Board has determined that the accounting firm of KPMG LLP ("KPMG") is independent from the Company and appointed KPMG as the Company's independent auditors for 2023. Our Board recommends a vote for the ratification of the appointment of KPMG, which conducted the examination of the Company's financial statements for each of the past twenty years. KPMG's total fees for Transition Year Ended 2022 and the fiscal years ended March 31, 2022 and March 31, 2021 were \$5.2 million, \$5.4 million and \$6.7 million, respectively, which included approximately \$0.1 million (or 2.7%), \$0.4 million (or 6.5%) and \$0.3 million (or 4.5%) of non-audit services in Transition Year Ended 2022 and the fiscal year ended March 31, 2022 and March 31, 2021, respectively, that were authorized by the Audit Committee in compliance with our pre-approval policies and procedures.

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SOLICITATION OF PROXIES, VOTING AND REVOCATION

Information About this Proxy Statement and the Meeting

This Proxy Statement and the enclosed proxy card are being furnished to holders of record of common stock, \$0.01 par value per share (“Common Stock”), of Bristow Group Inc., a Delaware corporation (the “Company” or “we”, “us” or “our”), in connection with the solicitation of proxies by the Board of Directors of the Company (the “Board”) for use at the 2023 Annual Meeting of Stockholders (the “Meeting”) to be held on Wednesday, June 7, 2023, and at any adjournment or postponements thereof. When the Company asks for your proxy, we must provide you with a proxy statement that contains certain information specified by law. This Proxy Statement and the enclosed proxy card were made available to our stockholders on or about April 24, 2023. All proxies in the form provided by the Company that are properly executed and returned to us prior to the Meeting will be voted at the Meeting, and any adjournments or postponements thereof, as specified by the stockholders in the proxy or, if not specified, as set forth in this Proxy Statement.

Unless the context indicates otherwise, the terms “we,” “our,” “ours,” “us” and the “Company” refer to Bristow Group Inc. and its consolidated subsidiaries. References herein to “Old Bristow” refer to the entity formerly known as Bristow Group Inc. and now known as Bristow Holdings U.S. Inc., together with its subsidiaries prior to the consummation of the merger between Era Group, Inc. and Bristow Group Inc. on June 11, 2020 (the “Merger”). References herein to “Era” refer to the entity formerly known as Era Group Inc. and which was renamed to Bristow Group Inc. in connection with the consummation of the Merger.

Questions and Answers About Voting Your Shares

Why am I receiving these materials?

The Board is providing these materials to you in connection with the Board’s solicitation of proxies from our stockholders for the Meeting and any adjournments or postponements thereof. The Meeting will be online and will be a completely virtual meeting of stockholders. You may attend, vote and submit questions during the Meeting via live audio webcast on the Internet at www.virtualshareholdermeeting.com/VTOL2023, on Wednesday, June 7, 2023, at 9:00 a.m. Central Daylight Time. On or about April 24, 2023, we made available to our stockholders proxy materials or an Important Notice Regarding the Availability of Proxy Materials (which we refer to as a “Notice”), containing instructions on how to access our proxy materials, including this Proxy Statement and our Transition Report on Form 10-KT for the nine-month transition period ended December 31, 2022 (the “Transition Report”), and how to vote your shares.

What is the purpose of the Meeting?

At the Meeting, you and our other stockholders entitled to vote at the Meeting will be asked to consider and vote on the following proposals:

- 1 To elect eight directors named in this Proxy Statement to serve until the 2024 Annual Meeting of Stockholders or until his or her successor is duly qualified and elected or until his or her earlier resignation or removal;
- 2 To approve, on an advisory basis, named executive officer compensation;
- 3 To consider and vote upon an amendment to the Company’s 2021 Equity Incentive Plan;



- 4 To ratify the appointment of KPMG LLP (“KPMG”) as the Company’s independent auditors for 2023; and
- 5 To transact such other business as may properly come before the Meeting and any adjournments or postponements thereof.

Will there be any other items of business on the agenda?

We do not expect that any other items of business will be considered because the deadlines for stockholder proposals and nominations have already passed. Nonetheless, in case there is an unforeseen need, the accompanying proxy gives discretionary authority to the persons named on the proxy with respect to any other matters that might be brought before the Meeting. Those persons intend to vote that proxy in accordance with their best judgment.

Who can attend the Meeting?

Only stockholders of record as of the close of business on April 10, 2023 (the “Record Date”) or the holders of their properly submitted valid proxies may attend the Meeting virtually at www.virtualshareholdermeeting.com/VTOL2023. A list of the Company’s stockholders entitled to vote at the Meeting will be available for review during ordinary business hours for ten days prior to the Meeting, and information on how to remotely access a list of stockholders entitled to vote at the Meeting in secure electronic format will be available online on the day of the Meeting.

How do I attend the Meeting?

The Meeting will be held solely by means of remote communication in a virtual meeting format only. If you are a stockholder of record as of the close of business on the Record Date, you will be able to virtually attend the Meeting, vote your shares and submit your questions online during the Meeting by visiting www.virtualshareholdermeeting.com/VTOL2023 and following the login instructions below. If you hold your shares in “street name” (a term that means the shares are held in the name of another party on behalf of its customer, the beneficial owner), you may gain access to the Meeting by following the instructions in the voting instruction card provided by your broker, bank or other nominee holder.

How do I access the audio webcast of the Meeting?

The Meeting will begin promptly at 9:00 a.m. (Central Daylight Time). The Company encourages you to access the Meeting prior to the start time. Online access to the audio webcast will open approximately thirty minutes prior to the start of the Meeting to allow time for you to log in and test your computer audio system, and you should allow ample time for the check-in procedures. To virtually attend the Meeting, log in at www.virtualshareholdermeeting.com/VTOL2023. It is important that you retain a copy of your unique 16-digit control number, which appears on your Notice, on your proxy card or on the instructions that accompanied your proxy materials, as such number will be required to gain access to and vote during the Meeting. In the event that you do not have a control number, please contact your broker, bank or other nominee holder as soon as possible so that you can be provided with the control number and gain access to the Meeting. If, for any reason, you are unable to locate your control number, you will still be able to virtually attend the Meeting as a guest by accessing www.virtualshareholdermeeting.com/VTOL2023 and following the guest login instructions; you will not, however, be able to vote or ask questions.

How do I submit a question at the Meeting?

As part of the Meeting, we will hold a live question and answer session, during which time we intend to answer questions submitted during the Meeting in accordance with the rules of conduct for the Meeting that are pertinent to the Company and meeting matters, as time permits. Questions and answers will be grouped by topic and substantially similar questions will be grouped and answered once. The rules of conduct for the Meeting will be posted on www.virtualshareholdermeeting.com/VTOL2023 before and during the Meeting. Only stockholders who log in using their unique 16-digit control number, which appears on your Notice, on your proxy card or on the instructions that accompanied your proxy materials, will be able to ask questions at the Meeting.



Why are you holding a virtual meeting instead of a physical meeting?

The Meeting will be a completely virtual meeting of stockholders conducted exclusively by a live audio webcast. We believe that hosting a virtual meeting will provide a consistent experience to all stockholders regardless of location and enable more stockholders to attend and participate in the Meeting as stockholders can participate from any location around the world with Internet access. We will continue to assess the best approach to conduct meetings of stockholders going forward.

What constitutes a quorum?

The presence at the Meeting virtually or by proxy of the holders of a majority in voting power of the issued and outstanding shares of Common Stock entitled to vote at the Meeting is required to constitute a quorum for the transaction of business. Abstentions and broker non-votes (i.e., shares with respect to which a broker indicates that it does not have discretionary authority to vote on a matter) will be counted for purposes of determining whether a quorum is present at the Meeting.

Who is entitled to vote at the Meeting?

Subject to the limitations on voting by non-U.S. citizens described below, only holders of record of Common Stock at the close of business on the Record Date are entitled to notice of, and to vote at, the Meeting. Each stockholder is entitled to one vote for each share of Common Stock held. Shares of Common Stock represented virtually or by a properly submitted proxy will be voted at the Meeting. On the Record Date, 28,007,601 shares of Common Stock were outstanding and entitled to vote.

The Company's Amended and Restated Bylaws (our "Bylaws") provide that persons or entities that are not "citizens of the U.S." (as defined in 49 U.S.C. § 40102(a)(1), as in effect on the date in question, or any successor statute or regulation, as interpreted by the U.S. Department of Transportation and any successor agency thereto in applicable precedent, including any agent, trustee or representative thereof) shall not collectively own or control more than 24.9% of the voting power of our outstanding capital stock (the "Permitted Foreign Ownership Percentage") and that, if at any time persons that are not citizens of the U.S. nevertheless collectively own or control more than the Permitted Foreign Ownership Percentage, the voting rights of shares owned by stockholders who are not citizens of the U.S. shall automatically be reduced by such amount such that the total number of votes such holder shall be entitled to vote does not exceed the Permitted Foreign Ownership Percentage. Shares held by persons who are not citizens of the U.S. may lose their associated voting rights and be redeemed as a result of these provisions.

Will other stockholders see my vote?

As a matter of policy, proxy cards, ballots and voting tabulations that identify individual stockholders are kept confidential by the Company. Such documents are made available only to the inspector of election and personnel associated with processing proxies and tabulating votes at the Meeting. The votes of individual stockholders will not be disclosed except as may be required by applicable law.

What is the difference between a stockholder of record and a "street name" holder?

If your shares are registered directly in your name with the Company's transfer agent, American Stock Transfer & Trust Company, then you are a stockholder of record with respect to those shares.

If your shares are held in a stock brokerage account or by a bank, or other nominee holder, then the broker, bank or other nominee holder is the stockholder of record with respect to those shares. However, you still are the beneficial owner of those shares, and your shares are said to be held in "street name." Street name holders generally cannot vote their shares directly and must instead instruct the broker, bank, or other nominee holder how to vote their shares. Street name holders are also invited to virtually attend the Meeting. You may not vote your shares electronically at the Meeting unless you receive a valid proxy from your brokerage firm, bank, broker dealer or other nominee holder. Please refer to the voter instruction cards used by your bank, broker or other nominee holder for specific instructions on methods of voting, including using the Internet or by telephone.



How many votes are required for the approval of each proposal?

Election of Directors: Directors are elected by a plurality of the votes of the shares of Common Stock present virtually or represented by proxy at the Meeting and voting on the matter. However, each nominee who is a current director of the Company is required to submit an irrevocable resignation as a director, which resignation would become effective upon (1) that person not receiving a majority of the votes cast in favor of his or her election in an uncontested election (i.e., the number of votes “for” such director’s election constitutes less than the number of votes “withheld” with respect to such director’s election) and (2) acceptance by the Board of that resignation in accordance with the policies and procedures adopted by the Board for such purpose. The Company’s stockholders do not have cumulative voting rights for the election of directors.

Votes Required to Adopt Other Proposals: The affirmative vote of the holders of a majority of shares of Common Stock present virtually or represented by proxy the Meeting and voting on the subject matter is required for approval of all other proposals being submitted to stockholders for consideration.

How are abstentions and “broker non-votes” counted?

Abstentions will not affect the outcome of the election of directors. For matters other than the election of directors, stockholders may vote in favor of or against the proposal, or may abstain from voting, and the affirmative vote of a majority of the shares of Common Stock present virtually or by proxy and voting on the subject matter is required for approval of those matters. Abstentions will have no effect on any of the proposals.

“Broker non-votes” will have no effect on any of the proposals. A “broker non-vote” occurs when a bank, broker or other holder of record holding shares in “street name” for a beneficial owner does not vote on a particular proposal because it does not have discretionary voting power for that particular item and has not received instructions from the beneficial owner. “Broker non-votes” may only be voted for routine matters. The only routine matters to be brought before the stockholders at the Meeting are (i) the ratification of the appointment of KPMG as the Company’s independent auditors for 2023 and (ii) the adjournment or postponement of the Meeting. If your shares are held in “street name” by a broker and you wish to vote on any non-routine business that may properly come before the Meeting, you should provide instructions to your broker. Under the rules of the New York Stock Exchange (the “NYSE”), if you do not provide your broker with instructions, your broker generally will have the authority to vote on routine matters. Broker non-votes will be counted for purposes of determining whether a quorum is present at the Meeting, but they are not counted for purposes of calculating the votes cast on particular matters at the Meeting.

How does the Board recommend that I vote?

The Board recommends that you vote:

- **FOR** the election of each nominee for director contained in this Proxy Statement (Proposal 1);
- **FOR** approval of the Company’s named executive officer compensation (Proposal 2);
- **FOR** approval of the amendment to the Company’s 2021 Equity Incentive Plan (Proposal 3); and
- **FOR** ratification of the appointment of KPMG as the Company’s independent auditors for 2023 (Proposal 4).

Why did I receive a notice in the mail regarding Internet availability of the proxy materials instead of a paper copy of the proxy materials?

We are pleased to be distributing our proxy materials again to certain stockholders via the Internet under the “notice and access” approach permitted by the rules of the SEC. As a result, we are mailing to many of our stockholders a Notice about the Internet availability of the proxy materials instead of a full paper copy of the proxy materials. This approach conserves natural resources and reduces our costs of printing and distributing the proxy materials, while providing a convenient method of accessing the materials and voting. All stockholders receiving the Notice will have the ability to access the proxy materials over the Internet and may request to receive a paper copy of the proxy materials by mail. Instructions on how to



access the proxy materials over the Internet or to request a paper copy may be found in the Notice. In addition, the Notice contains instructions on how you may request to access proxy materials in printed form by mail or electronically on an ongoing basis.

How do I vote?

You may vote virtually at the Meeting online at www.virtualshareholdermeeting.com/VTOL2023 by using the 16-digit control number included with these proxy materials, or you may give us your proxy. We recommend that you vote by proxy even if you plan to virtually attend the Meeting. As described below, you can revoke your proxy or change your vote at the Meeting. You can vote by proxy over the telephone by calling a toll-free number, electronically by using the Internet or through the mail as described below. If you would like to vote by telephone or by using the Internet, please refer to the specific instructions set forth on the Notice, proxy card or voting instruction card. Stockholders are requested to vote in one of the following ways:

- by telephone by calling 1-800-690-6903 from any touch-tone phone and following the instructions (have your proxy card in hand when you call);
- by Internet before the Meeting by accessing www.proxyvote.com and following the on-screen instructions or scanning the QR code with your smartphone (you will need the 16-digit control number included with these proxy materials);
- during the Meeting at www.virtualshareholdermeeting.com/VTOL2023 (please see above under “How do I attend the Meeting?”); or
- by completing, dating, signing, and promptly returning the accompanying proxy card, in the enclosed postage-paid, pre-addressed envelope provided for such purpose. No postage is necessary if the proxy card is mailed in the United States.

If you hold your shares through a bank, broker or other nominee holder, such entity/person will give you separate instructions for voting your shares.

What does it mean if I receive more than one proxy card?

If you receive more than one proxy card, it means that you hold shares registered in more than one name or in different accounts. To ensure that all of your shares are voted, please vote by proxy by following instructions provided in each proxy card. If some of your shares are held in “street name”, you should have received voting instruction with these materials from your broker, bank or other nominee holder. Please follow the voting instruction provided to ensure that your vote is counted.

Can I revoke or change my vote after I return my proxy card?

Yes. A stockholder who so desires may revoke his, her, or its proxy at any time before it is exercised at the Meeting by: (i) providing written notice to the Corporate Secretary of the Company; (ii) duly executing a proxy card bearing a date subsequent to that of a previously furnished proxy card; (iii) entering new instructions by Internet or telephone; or (iv) virtually attending the Meeting and voting. Virtual attendance at the Meeting will not in itself constitute a revocation of a previously furnished proxy, and stockholders who attend the Meeting virtually need not revoke their proxy (if previously furnished) to vote electronically. We encourage stockholders that plan to virtually attend the Meeting to vote by telephone or Internet or to submit a valid proxy card and vote their shares prior to the Meeting. If you hold your shares in “street name” and want to revoke your proxy, you will need to provide instructions to your broker, bank or other nominee holder.

What happens if I do not make specific voting choices?

If you are a stockholder of record and you submit your proxy without specifying how you want to vote your shares, then the proxy holder will vote your shares in the manner recommended by the Board on all proposals. If you hold your shares in



“street name” and you do not give instructions to your broker, bank or other nominee holder to vote your shares, under the rules that govern brokers, banks, and other nominee holders who are the stockholders of record of the shares held in “street name”, it generally has the discretion to vote uninstructed shares on routine matters but has no discretion to vote them on non-routine matters. The only “routine” matters expected to be brought before the stockholders at the Meeting are (i) the ratification of the appointment of KPMG as the Company’s independent auditors for 2023 and (ii) the adjournment or postponement of the Meeting. See “How are abstentions and ‘broker non-votes’ counted?” beginning on page 4.

Where can I find the voting results of the Meeting?

The Company plans to announce preliminary voting results at the Meeting and to publish the final results in a Current Report on Form 8-K within four business days following the Meeting.

Important Notice Regarding the Availability of Proxy Materials for the Meeting

Your Notice about the Internet availability of the proxy materials or proxy card will contain instructions on how to:

- View our proxy materials for the Meeting on the Internet; and
- Instruct us to send our future proxy materials to you electronically by e-mail.

Our proxy materials and our Transition Report are also available on our website at www.bristowgroup.com. In addition, you may find information on how to obtain directions to virtually attend the Meeting and vote electronically by submitting a query via e-mail to InvestorRelations@bristowgroup.com.

Your Notice or proxy card will contain instructions on how you may request to access proxy materials electronically on an ongoing basis. Choosing to access your future proxy materials electronically will reduce the costs of printing and distributing our proxy materials. If you choose to access future proxy materials electronically, you will receive an e-mail with instructions containing a link to the website where our proxy materials are available and a link to the proxy voting website. Your election to access proxy materials by e-mail will remain in effect until terminated by you.

Solicitation and Solicitation Expenses

The Company will bear the costs of solicitation of proxies for the Meeting. In addition to solicitation by mail, directors, officers and regular employees of the Company may solicit proxies from stockholders by telephone, electronic or facsimile transmission, personal interview or other means.

The Company has requested brokers, banks and other nominee holders of voting Common Stock of the Company to forward proxy solicitation materials to their customers, and such brokers, banks and nominee holders will be reimbursed for their reasonable out-of-pocket expenses.

The Company has retained D.F. King & Co., Inc. to aid in the solicitation of proxies. The fees of D.F. King & Co., Inc. are \$7,000 plus reimbursement of its reasonable out-of-pocket costs. If you have questions about the Meeting or need additional copies of this Proxy Statement or additional proxy cards, please contact the Company’s proxy solicitation agent as follows:

D.F. King & Co., Inc.
48 Wall Street, 22nd Floor
New York, NY 10005
Banks/Brokers: (212) 269-5550
Toll-free: (800) 967-7510



CORPORATE GOVERNANCE

Environmental, Social, and Governance (“ESG”)

The Company’s vision is to lead the world in innovative and sustainable vertical flight solutions, and we are committed to leading responsibly. Along with our commitment to safe and reliable operations, we have a corporate sustainability program and focus on environmental responsibility through daily practices as further described in the following sections. The Environmental, Social, and Governance Committee of the Board (the “ESG Committee”) oversees our sustainability initiatives, which include, but are not limited to, prioritizing efforts to reduce our environmental footprint, increasing transparency for our stakeholders, and ensuring our social responsibility program continues to provide value for our employees and the community.

We published our inaugural sustainability report in July 2022.

Environmental and Social Initiatives

The Company and its employees strive to play a positive role in the communities where we operate by conducting our operations in a way that respects the environment and surrounding communities. Additionally, through Bristow Uplift, our social responsibility program, we align our business practices with social investments and work to build strong community relationships that will have a positive impact on our communities and create long-term value for our business.

Environmental Initiatives

The Company was one of the first vertical lift operators in the U.K. to obtain International Organization for Standards (“ISO”) 14001 certification, which certifies that our U.K. operations have an environmental management system (“EMS”) in place that monitors, manages, and delivers continuous improvement at our bases of operations. Our Brazil operations also passed an ISO 14001 audit continuing their certification that was initially obtained in 2018. We developed an enterprise-wide EMS that is ISO 14001 aligned, and the Company is strategically implementing this framework across our global operations. The Corporate EMS obtained ISO 14001:2015 certification during Transition Year Ended 2022. We also have undertaken proactive measures to lower aircraft emissions and reduce the environmental impact of our operations by monitoring operational practices to decrease our time running the aircraft on the ground, utilizing a fleet of efficient and regularly maintained aircraft supported by up-to-date technologies, such as flight planning software for payload management, and by partnering with our customers to maximize seat utilization, thus reducing the number of flights required. We are actively developing a forward-looking strategy to improve the efficiency of our fleet and help make sure it is aligned with customer contract terms. On the ground, we initiated the process of replacing inefficient, older support vehicles with electric vehicles (EVs) where available. Additionally, we encourage and assist our engine manufacturers, aircraft manufacturers, customers and other stakeholders to be early and leading adopters of sustainable aviation fuels (“SAF”) as we encourage wider availability of these alternative fuels by our fuel suppliers. We have successfully flown limited sets of SAF-powered flights for our energy and search and rescue (“SAR”) businesses in the North Sea. We have partnered with manufacturers to assist with the development of electric vertical takeoff and landing, electric conventional takeoff and landing and short takeoff and landing aircraft, collectively known as Advanced Air Mobility (“AAM”). AAM is the foundation of a new aviation system that is primarily powered by hybrid and/or electric propulsion systems and is expected to help reduce emissions when it begins to replace certain classes of aircraft.

Bristow Uplift

We align our social investment initiatives with the five pillars of this program: Education, the Underserved, Health and Wellness, Diversity, and Sustainability. Through these efforts, we support building strong community relationships through the causes that are most important to our employees, ultimately creating long-term value for our business.



Human Rights

Through our newly published Commitment to Human Rights, as reflected in our Code of Business Integrity (“COBI”), we have committed to upholding the principles of the United Nations Universal Declaration of Human Rights and standards such as nondiscriminatory treatment, voluntary employment, freedom of association, minimum wage, anti-harassment, prohibiting forced or child labor, and maintaining a healthy and safe work environment. We have adopted an Antislavery and Human Trafficking Policy that is applicable to our operations and our employees, directors, officers, contractors and business partners. The policy prohibits any use of slavery or human trafficking in the Company’s supply chain, and as a condition of doing business with the Company, we require all suppliers of aircraft, parts, and components to agree to comply with our COBI.

Safety, Industry Hazards and Insurance

The safety of our passengers and the maintenance of a safe working environment for our employees is our number one core value and highest operational priority. We have a strong safety culture committed to zero accidents and zero harm. It is owned by each employee and led by our President and Chief Executive Officer, who is responsible for setting the tone at the top. Aviation services are potentially hazardous and may result in incidents or accidents. Challenges to safe operations include unanticipated adverse weather conditions, fires, human factors, and mechanical failures that may result in death or injury to personnel, damage to equipment, and other environmental or property damage. We are also subject to regulation by the U.S. Occupational Safety and Health Administration (OSHA) and comparable state agencies, whose purpose is to protect the health and safety of workers. Failure to comply with these agencies’ requirements can lead to the imposition of penalties.

Technology and Standards

The Company’s fleet is configured with the latest safety equipment, including Traffic Collision Avoidance Systems (TCAS), Enhanced Ground Proximity Warning Systems (EGPWS) or Helicopter Terrain Awareness and Warning Systems (HTAWS), Automatic Dependent Surveillance- Broadcast (ADS-B), Helicopter Flight Data Monitoring (“FDM”) Systems, Health and Usage Monitoring Systems (“HUMS”), satellite communication and flight following systems, and forward facing tail cameras. The Company maintains a globally aligned safety information system called BeSAFE across our energy and SAR businesses. Additionally, we developed and launched a new Employee Suggestion Reporting application to encourage our employees to speak up to improve our operations.

Systems and Processes

Our safety, legal, and compliance departments oversee our adherence with government regulations, customer safety requirements and safety standards within our organization, the standardization of our base operating procedures and the proper training of our employees. A key to maintaining our strong safety record is developing and retaining highly qualified, experienced, and well-trained employees. We conduct extensive safety training on an ongoing basis and develop, implement, monitor, and continuously improve our safety management system to proactively manage risk and support the physical safety and mental wellness of our employees. Additionally, we have implemented supporting safety programs that include, among many other features, (i) transition and recurrent training using full-motion flight simulators and other flight training devices, (ii) a FAA-approved FDM program and (iii) HUMS, which automatically monitor and report on vibrations and other anomalies on key components of certain helicopters in our fleet.

Culture

Our safety culture and the implementation of the Target Zero program is modeled by each employee and led by our President and Chief Executive Officer, who is responsible for setting the tone at the top. Under COBI, all employees are empowered, and actively encouraged by management, to challenge unsafe acts and conditions, including by exercising his or her “STOP WORK” authority, and participate in safety improvements by the Company. This culture is further exemplified by our status as a founding member of HeliOffshore, an organization dedicated to collaboration across the offshore helicopter industry to improve safety around the world.



Human Capital Management

With over seven decades of operations, we are one of the largest and longest-serving helicopter operators in the world, with a reputation for operational excellence. Our employees are some of the most highly regarded experts in vertical flight solutions. We strive to prepare our employees for success through training, competitive benefits packages, and career development. Our success depends on our ability to attract and retain our pilots and mechanics. The competition for pilots and mechanics is competitive, and we compete with Part 121 air carriers and the emergency air medical industry to attract and retain such talent. We believe the best way to attract and retain top talent is to invest in our people through creating safe work environments, employee training and multi-level engagement to support their success. We seek qualified candidates who are aligned with our commitment to safety and other core values of integrity, passion, teamwork and progress. Our areas of focus for human capital management are:

Health and Safety

Safety is our number one core value and highest operational priority. Our pilots, maintenance technicians and support personnel are committed to our mission to provide safe, efficient and reliable aviation services. We initiated our industry-leading safety program, Target Zero, and are one of three founding members of HeliOffshore, an organization dedicated to collaboration across the offshore helicopter industry to improve safety around the world.

We believe in keeping everyone safe and well, which includes doing our part to safeguard our physical and mental well-being. We currently have global resources in place to support mental health including an employee well-being portal that provides information and support channels for navigating stress and access to counseling and mental health professionals for all our employees around the world.

Training and Development

We are committed to elevating our employees. All of our employees are required to take periodic trainings that promote the commitment to our core values: safety, integrity, passion, teamwork and progress. Our pilots and mechanics are required to take the latest trainings to ensure they are equipped to operate our aircraft with the best knowledge and experience. Our licensed professionals are afforded the opportunity for continuing education in their fields of expertise.

Diversity and Inclusion

We are committed to attracting and retaining high-performing employees through a diverse talent base and evaluating and promoting throughout our organization based on skills and performance. This is reinforced through our policy under our COBI to provide equal opportunity for everyone in recruiting, hiring, developing, promoting and compensating without regard to race, color, religion, sex, sexual orientation, national origin, citizenship, age, marital status, veteran status or disability. Further, we have taken various steps to support our commitment to diversity including requiring all employees to undertake annual unconscious bias and inclusivity training and working to expand our diverse talent pool. Our workforce is represented by approximately 41 nationalities globally, approximately 23% of our U.S. employees are veterans and approximately 19% of our workforce are women, with 37% serving in management level roles and with half of our executive management team represented by women. In addition, our workforce includes racial and ethnic diversity across our global operations.

Compensation and Benefits

We offer competitive market-based compensation and benefits for the markets in which we operate. Competitive programs are critical to the well-being of our employees and their families, as well as retention and business continuity. Global benefit offerings include major medical, life, retirement/pension, employee well-being support akin to employee assistance programs in addition to local offerings that vary by country market.

As of December 31, 2022, we employed 3,138 individuals, including 808 pilots and 804 mechanics. We consider our relations with our employees to be good.



As of December 31, 2022, approximately 56% of our employees were covered by union or other collective bargaining agreements. Negotiations over annual salary or other labor matters could result in higher personnel or other costs or increased operational restrictions or disruptions. Furthermore, a failure to reach an agreement on certain key issues could result in strikes, lockouts or other work stoppages.

Board of Directors and Director Independence

The business and affairs of the Company are managed under the direction of the Board. Currently, the Company's Board is comprised of eight directors. Our Bylaws provide that the Board will consist of not less than three and not more than fifteen directors. In connection with the recommendation of the ESG Committee, the Board has nominated all of the current directors for re-election at the Meeting.

During Transition Year Ended 2022, the Board held five meetings. Each of the directors attended at least 91.7% of the combined total meetings of the full Board and each of the committees on which he or she served, in each case, during the portion of Transition Year Ended 2022 in which he or she served as a member of the Board. Although the Company does not have a formal policy requiring Board members to attend each Annual Meeting of Stockholders, it is encouraged, and all of the Board members attended the 2022 Annual Meeting of Stockholders. We facilitate director attendance at each Annual Meeting of Stockholders by scheduling such meetings in conjunction with regular Board and committee meetings.

A majority of the Company's current directors are independent, non-employee directors, and this will continue to be the case should all the director nominees be elected at the Meeting. The Board has made the affirmative determination that each of General Miller, Ret. and Messrs. Brass, Kern, Manzo, Mickelson, Pucillo and Truelove are independent as such term is defined by the applicable rules and regulations of the NYSE. Additionally, each of these directors meets the categorical standards for independence established by the Board (the "Bristow Categorical Standards"). A copy of the Bristow Categorical Standards is available on the Company's website at www.bristowgroup.com by clicking "Investors," then "Governance" and then "Governance Documents" (entitled Director Independence Standards). The Company's website and the information contained therein or connected thereto shall not be deemed to be incorporated into this Proxy Statement.

The schedule of Board meetings is made available to directors in advance along with the agenda for each meeting so that they may review and request changes. Directors also have access to management at all times and regularly communicate informally with management on an assortment of topics.

Majority Voting

Our Bylaws provide that a director who fails to receive a majority of votes cast at an Annual Meeting of Stockholders must tender his or her resignation (assuming that the election is uncontested). Under our Bylaws, each nominee who is a current director is required to submit an irrevocable resignation, which resignation would become effective only upon (1) that person not receiving a majority of the votes cast in an uncontested election and (2) acceptance by the Board of that resignation in accordance with the policies and procedures adopted by the Board for such purpose. The Board, acting on the recommendation of the ESG Committee, is required to determine whether or not to accept the resignation not later than 90 days following certification of the stockholder vote, and the Board is required to accept the resignation absent a determination that a compelling reason exists for concluding that it is in the best interests of the Company for the person in question to remain as a director.



Board Leadership Structure

The Board believes that there is no single organizational model that would be most effective in all circumstances and that it is in the best interests of the Company and its stockholders for the Board to retain the authority to modify its leadership structure to best address the Company's circumstances from time to time. The Board believes that the most effective leadership structure for the Company at the present time is to separate the positions of Chairman and Chief Executive Officer. Separating these positions allows the Chief Executive Officer to focus on the full-time job of running the Company's business, while allowing the Non-Executive Chairman to lead the Board in its fundamental role of providing advice to, and maintaining independent oversight of, management. The Board believes this structure recognizes the time, effort and energy that the Chief Executive Officer is required to devote to his position in the current business environment, as well as the commitment required to serve as the Company's Non-Executive Chairman, particularly as the Board's oversight responsibilities continue to grow and demand more time and attention.

In addition to the role that the Non-Executive Chairman has with regard to the Board, the chair of each of the three wholly independent key committees of the Board (Audit Committee, Compensation Committee and ESG Committee) and each individual director is responsible for helping to ensure that meeting agendas are appropriate and that sufficient time and information are available to address issues the directors believe are significant and warrant their attention. Each director has the opportunity and ability to request agenda items, information and additional meetings of the Board or of the independent directors.

The Board has adopted significant processes designed to support the Board's capacity for objective judgment, including executive sessions of the independent directors at Board meetings, independent evaluation of, and communication with, members of senior management, and annual self-evaluation of the Board, its committees, and its leadership. These and other critical governance processes are reflected in the Corporate Governance Guidelines and the various Committee Charters that are available on the Company's website at www.bristowgroup.com. The Board has also provided mechanisms for stockholders to communicate in writing with the Non-Executive Chairman of the Board, with the non-employee and/or independent directors, and with the full Board on matters of significance. These processes are also outlined in the Section of this Proxy Statement entitled "Communication with the Board or Independent Directors."

Executive Sessions

The Company's Corporate Governance Guidelines provide that the Company's non-management directors shall meet periodically in executive session without any management participation. In addition, if any of the non-management directors are not independent under the applicable rules of the NYSE, then the independent directors will meet separately at least once per year without the presence of the non-independent director, and at other times as necessary. Committees of the Board may also meet in executive session without the presence of any non-independent director as deemed appropriate.



Committees of the Board of Directors

The Board has established three standing committees: (i) Audit, (ii) Compensation and (iii) Environmental, Social, and Governance. Each of the committees operates under a written charter that has been posted on the Company's website at www.bristowgroup.com by clicking "Investors," then "Governance" and then "Governance Documents". The website and the information contained therein or connected thereto shall not be deemed to be incorporated into this Proxy Statement. The charter of each committee is also available free of charge on request to our Corporate Secretary at 3151 Briarpark Drive, Suite 700, Houston, Texas 77042. The members and chairperson for each committee set forth below were the same at the end of Transition Year Ended 2022.

Board Committees

Independent Directors	Audit	Compensation	ESG
Lorin L. Brass		●	●
Wesley E. Kern	●	▲	
Robert J. Manzo	●		▲
G. Mark Mickelson			
General Maryanne Miller, Ret.		●	
Christopher Pucillo		●	●
Brian D. Truelove	▲ ★		●

- ▲ Committee Chair
- Committee Member
- ★ Audit Committee Financial Expert



Audit Committee

The Audit Committee met three times during Transition Year Ended 2022 and is currently comprised of Messrs. Kern, Manzo and Truelove. Mr. Truelove is the Chair of the Audit Committee, and he maintained frequent communication with the other members of the Audit Committee as well as the Company's Non-Executive Chairman and Chief Executive Officer regarding matters relevant to the Audit Committee. The Board has determined that Mr. Truelove is an "audit committee financial expert" for purposes of the rules of the SEC and that each other member of the Audit Committee is financially literate as required under the NYSE standards. In addition, the Board determined that each member of the Audit Committee is independent, as defined by the rules of the NYSE, Section 10A(m)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance with the Bristow Categorical Standards. The Audit Committee is expected to meet at least quarterly.

Committee Function. The Audit Committee assists the Board in fulfilling its responsibility to oversee, among other things:

- the conduct and integrity of management's execution of the Company's financial reporting to any governmental or regulatory body, the public or other users thereof;
- the qualifications, engagement, compensation, independence and performance of the Company's independent auditors, its conduct of the annual audit and its engagement for any other services;
- the Company's systems of internal accounting and financial and disclosure controls, the annual independent audit of the Company's financial statements and the integrated audit of internal controls over financial reporting;
- risk management and controls, which includes assisting management with identifying and monitoring risks or exposures, assessing the steps management has taken to minimize such risks and overseeing the Company's underlying guidelines and policies with respect to risk assessment and risk management;
- the Company's ESG disclosures and the adequacy and effectiveness of internal controls related to such disclosures, and to coordinate with the ESG Committee with respect to such matters;
- the processes for handling complaints relating to accounting, internal accounting controls and auditing matters;
- the Company's legal and regulatory compliance;
- review of certain material agreements that require approval of the Board pursuant to the Company's Delegation of Authority, which is reviewed and approved annually by the Board;
- any code of business conduct and ethics applicable to directors and senior officers, including any waivers under such code; and
- the preparation of the audit committee report required by SEC rules to be included in the Company's annual proxy statement.

The Audit Committee's role is one of oversight. Management is responsible for preparing the Company's financial statements, and the independent auditors are responsible for auditing those financial statements. Management and the independent auditors have more time, knowledge and detailed information about the Company than Audit Committee members. Consequently, in carrying out its oversight responsibilities, the Audit Committee will not provide any expert or special assurance as to the Company's financial statements or any professional certification as to the independent auditors' work.



Compensation Committee

The Compensation Committee is currently comprised of General Miller, Ret. and Messrs. Brass, Kern and Pucillo. Mr. Kern is the Chair of the Compensation Committee. The Compensation Committee met four times during Transition Year Ended 2022 and, in addition, the Chair of the Compensation Committee maintained frequent communication with the other members of the Compensation Committee as well as the Company's Non-Executive Chairman and Chief Executive Officer regarding compensation matters. The Board has determined that each member of the Compensation Committee is independent, as defined by the rules of the NYSE, Section 10C-1 of the Exchange Act, and in accordance with the Bristow Categorical Standards. In addition, the members of the Compensation Committee qualify as "non-employee directors" for purposes of Rule 16b-3 under the Exchange Act.

Committee Function. The Compensation Committee, among other things:

- reviews and makes recommendations to the Board for approval of corporate goals and annual performance objectives relevant to executive compensation;
- reviews, together with the Company's independent directors, and makes recommendations to the Board for approval of compensation for the Chief Executive Officer and other members of the executive leadership team;
- evaluates officer compensation plans, policies and programs;
- reviews and approves, together with the Company's independent directors, benefit plans;
- approves, together with the Company's independent directors, all grants of equity awards and administers the Company's incentive plans;
- reviews and discusses with management the Company's Compensation Discussion and Analysis and prepares a report on executive compensation to be included in the Company's Annual Report on Form 10-K and proxy statement;
- determines stock ownership guidelines for the Chief Executive Officer and other officers at the Vice President level or higher and monitors compliance with such guidelines;
- reviews the Company's incentive compensation arrangements to determine whether they encourage excessive risk-taking, reviews and discusses the relationship between risk management policies and practices and compensation, and evaluates compensation policies and practices that could mitigate any such risk;
- annually evaluates the independence of any advisors retained by the Compensation Committee; and
- reviews and recommends to the Board for approval the frequency with which the Company will conduct an advisory stockholder vote on executive compensation required by Section 14A of the Exchange Act.

The Chair of the Compensation Committee sets the agenda for meetings of the Compensation Committee. The meetings are attended by the Chief Executive Officer, the Chief Financial Officer, the Chief Administrative Officer and the General Counsel, if requested. The Compensation Committee meets at least annually with the Chief Executive Officer to discuss and review the performance criteria and compensation levels of members of the executive leadership team. At each meeting, the Compensation Committee has the opportunity to meet in executive session. The Chair of the Compensation Committee reports the Compensation Committee's recommendations regarding compensation of members of the executive leadership team to the full Board. The Compensation Committee has the sole authority to retain, obtain the advice of and terminate any compensation consultants, independent legal counsel or other advisors to assist the Compensation Committee in its discharge of its duties and responsibilities, including the evaluation of executive officer compensation.



Compensation Committee Interlocks and Insider Participation. During Transition Year Ended 2022, no member of the Compensation Committee was, and no member of the Compensation Committee currently is, an officer or employee of the Company. During Transition Year Ended 2022, none of the Company's executive officers served as a director or member of the compensation committee of any other entity whose executive officers serve on the Board or the Compensation Committee. During Transition Year Ended 2022, no member of the Compensation Committee had a relationship that must be described under the SEC rules relating to disclosure of related person transactions.

Environmental, Social, and Governance Committee

The ESG Committee met three times during Transition Year Ended 2022. The ESG Committee is currently comprised of Messrs. Brass, Manzo, Pucillo and Truelove. Mr. Manzo is the Chair of the ESG Committee. The Board has determined that each member of the ESG Committee is independent, as defined by the rules of the NYSE and in accordance with the Bristow Categorical Standards.

Committee Function. The ESG Committee assists the Board with, among other things:

- overseeing environmental and social responsibility matters as they pertain to the Company's business and long-term strategy, and identifying and bringing to the attention of the full Board emerging ESG trends, human capital management, including a sustainable and diverse workforce, regulatory developments or public policy trends that affect the Company's activities, stakeholders, reputation and corporate citizenship;
- reviewing periodically and receiving updates on the Company's ESG programs and policies, and the Company's progress and performance against sustainability goals and metrics;
- identifying, screening and reviewing individuals qualified to serve as directors, recommending to the Board candidates for election or re-election at the Company's next annual meeting of stockholders and to fill vacancies on the Board;
- reviewing annually the Board's committee structure, recommending to the Board directors to serve as members and chairpersons of each committee and recommending to the Board designation of audit committee financial experts;
- developing, recommending to the Board, and overseeing implementation of modifications, as appropriate, to the Company's policies and procedures for identifying and reviewing candidates for the Board, including policies and procedures relating to candidates for the Board submitted for consideration by stockholders;
- reviewing the composition of the Board as a whole, including whether the Board reflects the appropriate balance of independence, sound judgment, business specialization, technical skills, diversity and other desired qualities;
- reviewing periodically the size of the Board and each committee and recommending any appropriate changes;
- developing and overseeing implementation of a Company orientation program for new directors and a continuing education program for current directors;
- monitoring the practices of the Board and the executive leadership team to ensure compliance with the Company's Corporate Governance Guidelines and principles;
- reviewing and approving potential conflict of interest matters involving the directors, the Chief Executive Officer and other members of the executive leadership team;
- evaluating non-employee director compensation plans, policies and programs;



- overseeing the annual self-evaluation process of the Board based on objective criteria, including performance of the business, accomplishment of long-term strategic objectives and development of management, among other things; and
- reviewing on a regular basis, the overall corporate governance of the Company and recommending to the Board improvements when necessary.

The ESG Committee has the power to retain outside counsel, director search and recruitment consultants or other experts, and the ESG Committee will receive appropriate funding from the Company, as determined by the ESG Committee, to engage such advisors.

Sustainability. The ESG Committee works in cooperation with management to regularly assess the Company's strategy, programs, and policies in light of the evolving public policy landscape with respect to sustainability-related matters. The ESG Committee's oversight responsibilities include, among other things, (i) the Company's ESG strategy, programs, and policies; (ii) strategic response to stakeholder expectations and concerns regarding sustainability and climate-related risks and opportunities; (iii) climate-related public policy trends and regulatory matters; (iv) the Company's social responsibility programs and policies, including human capital management; and (v) input to the Company's annual reporting and disclosure regarding sustainability.

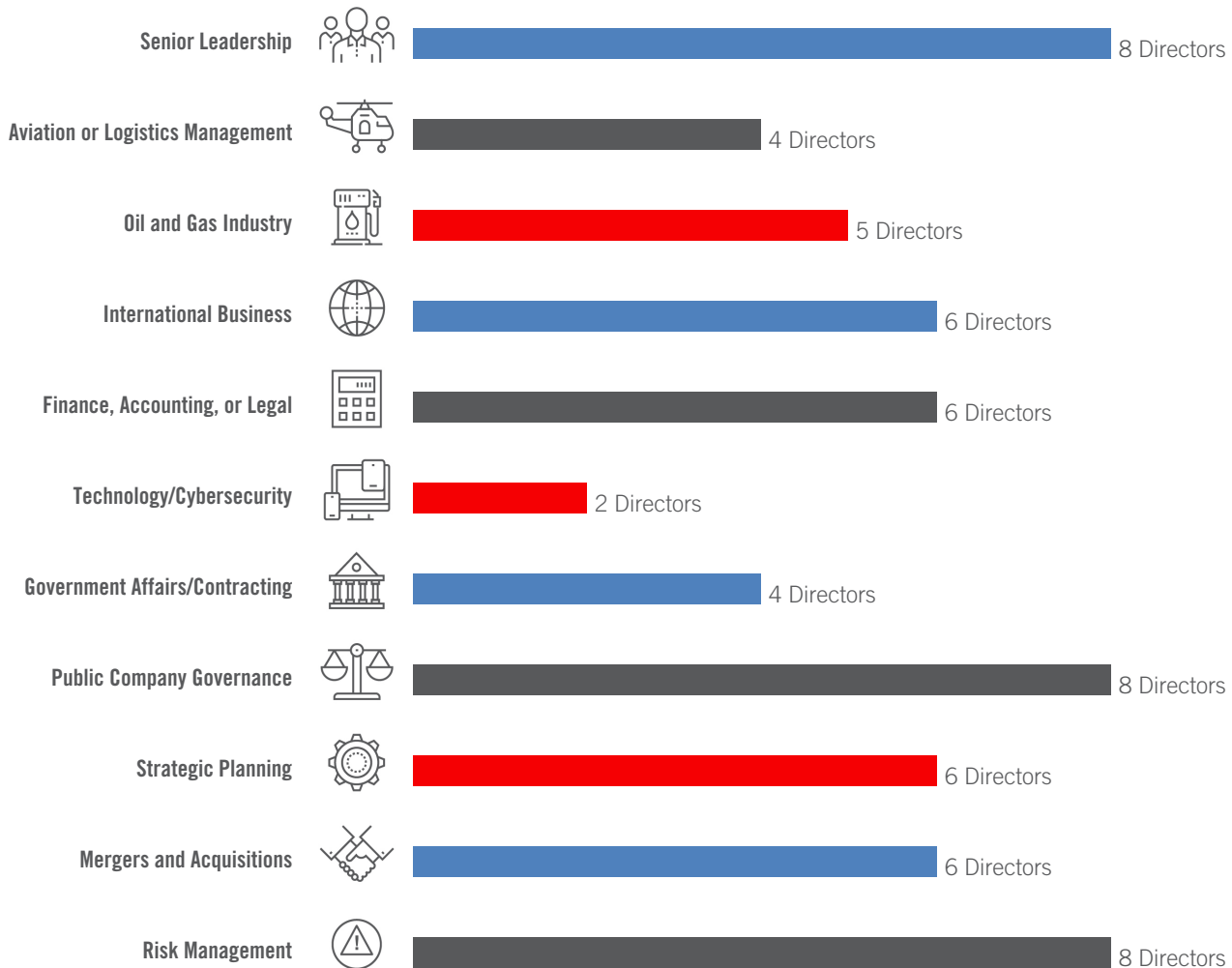
Selection of Nominees for the Board of Directors. To fulfill its responsibility to recruit and recommend to the full Board nominees for election as directors, the ESG Committee reviews the composition of the full Board to determine the qualifications and areas of expertise needed to further enhance the composition of the Board and works with management in attracting candidates with those qualifications. In identifying new director candidates, the ESG Committee seeks advice and names of candidates from members of the ESG Committee, other members of the Board, members of management and other public and private sources. The ESG Committee, in formulating its recommendation of nominees for election as directors, considers each individual's personal qualifications and how such personal qualifications effectively address the perceived then-current needs of the Board. Appropriate personal qualifications and criteria for membership on the Board include the following:

- experience investing in and/or guiding complex businesses as an executive leader or as an investment professional within an industry or area of importance to the Company;
- proven judgment and competence, substantial accomplishments, and prior or current association with institutions noted for their excellence;
- diversity as to business experiences, educational and professional backgrounds and gender, race and ethnicity;
- complementary professional skills and experience addressing the complex issues facing a multifaceted international organization; and
- an understanding of the Company's business, operations and the environment in which it operates.

After the ESG Committee completes its evaluation, it presents its recommendations to the Board for consideration and approval. Having evaluated the Board candidates set forth below under Proposal 1 pursuant to these processes and criteria, the ESG Committee recommended, and the Board determined to nominate, each of the incumbent directors named below for re-election.



Key Skills and Experience



Age and Tenure

59.5 years

Average
Age

3.5 years

Average
Tenure



Director and Executive Officer Succession. The Board is responsible for overseeing the succession plan process for each of the Company's senior executive officers, the Board and the Chairman of the Board. Furthermore, the Corporate Governance Guidelines mandate that the Board shall, not less often than annually and on a more frequent basis as may be desired, review the qualities and characteristics necessary for the position of the Company's chief executive officer. The Board shall, not less often than annually and on a more frequent basis as may be desired, review the development and progression of potential internal candidates against those standards.

Stockholder Recommendations. The ESG Committee will consider director candidates suggested by the Company's stockholders provided that the recommendations are made in accordance with the same procedures required under our Bylaws for nomination of directors by stockholders. For instance, stockholder nominations must comply with the notice provisions described under "Stockholder Proposals for 2023 Annual Meeting" below. Stockholder nominations that comply with these procedures and that meet the criteria outlined therein will receive the same consideration that the ESG Committee's nominees receive. The Company will report any material change to this procedure in an appropriate filing with the SEC and will make any such changes available promptly on the SEC Filings section of the Company's website at www.bristowgroup.com. There have been no material changes to these procedures since the Company last provided this disclosure.

Citizenship Requirements. Our Bylaws provide that at least two-thirds of our Board must be citizens of the United States within the meaning of the Federal Aviation Act of 1958, as amended. Our Bylaws provide that a person who is not a citizen of the United States is not eligible for nomination or election as a director if such person's election, together with the election of any incumbent directors that are not U.S. citizens and are candidates for election as Directors at the same time, would cause less than two-thirds of the Company's directors to be citizens of the United States. Of the eight director nominees proposed by our Board for election at the Meeting, all (or more than two-thirds) are citizens of the United States within the meaning of the Federal Aviation Act of 1958, as amended.

Communications with the Board or Independent Directors

Our Board welcomes the opportunity to hear from interested parties and proactively engages with our stockholders on matters of interest such as executive compensation, ESG matters and Company strategy. The independent directors have established procedures for handling communications and directed the Corporate Secretary to act as their agent in processing any communications received. All communications should be delivered in writing addressed to our Corporate Secretary at 3151 Briarpark Drive, Suite 700, Houston, Texas 77042. The correspondence should be addressed to the appropriate party, namely: (i) Bristow Group Inc. - Board of Directors; (ii) Bristow Group Inc. - Audit Committee; (iii) Bristow Group Inc. - Compensation Committee; (iv) Bristow Group Inc. - Environmental, Social, and Governance Committee; or (v) the individual director designated by full name or position as it appears in the Company's most recent proxy statement. All communications that relate to matters that are within the scope of the responsibilities of the Board and its committees will be forwarded to the ESG Committee for evaluation and further action. Communications that relate to matters that are within the responsibility of one of the Board committees will be forwarded to the chairperson of the appropriate committee. Communications that relate to ordinary business matters that are not within the scope of the Board's responsibilities will be sent to the appropriate executive.

The Audit Committee has established procedures for (i) the receipt, retention, and treatment of complaints, reports and concerns regarding accounting, internal accounting controls, or auditing matters and (ii) the confidential, anonymous submission of complaints, reports and concerns by employees regarding questionable accounting or auditing matters. Information related to these procedures is included in our Code of Business Integrity, which is available on the Company's website at www.bristowgroup.com by clicking "Investors," then "Governance" and then "Governance Documents". Such complaints, reports or concerns may be communicated anonymously and confidentially to the Company's Chief Compliance Officer, General Counsel or the Chair of the Audit Committee through NAVEX Global, the Company's third-party hotline provider. Those wishing to report concerns may do so by telephone ((888) 840-4147) or online (<https://>



BristowGroup.TNWReports.com). Complaints received are logged and tracked by the Chief Compliance Officer and the General Counsel or his or her designee, investigated, and communicated to the Chair of the Audit Committee. Both our Code of Business Integrity and the Reporting Concerns and Nonretaliation Policy reflect Section 806 of the Sarbanes-Oxley Act of 2002, as amended (the “Sarbanes-Oxley Act”), which prohibits the Company from retaliating against any person who, in good faith, submits an accounting or auditing complaint, report or concern or provides assistance in the investigation or resolution of such matters.

The ESG Committee proposes nominees for director and acts pursuant to its charter, which is posted on our website, www.bristowgroup.com, under the “Governance” caption. It is the policy of the ESG Committee to consider director candidates recommended by our employees, directors, stockholders, and others, including search firms. The ESG Committee has sole authority to retain and terminate any search firm used to identify candidates for director and has sole authority to approve the search firm’s fees and other retention terms.

A stockholder who wishes to recommend a director for nomination must follow the procedures set forth below for nominations to be made directly by a stockholder. In addition, the stockholder should provide such other information as such stockholder may deem relevant to the ESG Committee’s evaluation. All recommendations, regardless of the source of identification, are evaluated on the same basis as candidates recommended by our directors, chief executive officer, other executive officers, third-party search firms or other sources.

Our Bylaws permit stockholders to nominate directors for election at an Annual Meeting of Stockholders regardless of whether such nominee is submitted to and evaluated by the ESG Committee. To nominate a director using this process, the stockholder must follow procedures set forth in our Bylaws. Those procedures require a stockholder wishing to nominate a candidate for director at next year’s Annual Meeting of Stockholders to give us written notice not earlier than the close of business on the 120th day prior to the anniversary date of the immediately preceding Annual Meeting of Stockholders and not later than the close of business on the 90th day prior to the anniversary date of the immediately preceding Annual Meeting of Stockholders. However, if the date of the Annual Meeting of Stockholders is more than 30 days before or more than 60 days after such anniversary date, notice is required not earlier than 120 days prior to the Annual Meeting of Stockholders and not later than the later of 90 days prior to the Annual Meeting of Stockholders or the 10th day after we publicly disclose the meeting date. The notice to our Corporate Secretary must include the following:

- The nominee’s name, age and business and residence addresses;
- The nominee’s principal occupation or employment;
- The class and number of our shares, if any, owned by the nominee;
- The name and address of the stockholder as they appear on our books;
- The class and number of our shares owned by the stockholder as of the record date for the Annual Meeting of Stockholders (if this date has been announced) and as of the date of the notice;
- A representation that the stockholder intends to appear in person or by proxy at the Annual Meeting of Stockholders to nominate the candidate specified in the notice;
- A description of all arrangements or understandings between the stockholder and the nominee; and
- Any other information regarding the nominee or stockholder that would be required to be included in a proxy statement relating to the election of directors, including the specific experience, qualifications, attributes or skills that led the stockholder to believe that the person should serve as a director.



In addition, our Bylaws require that a nominee for election or re-election must deliver to our Corporate Secretary an irrevocable letter of resignation pursuant to our majority vote policy described in more detail above as well as a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made and make certain representations and agreements.

Our Bylaws provide that at least two-thirds of our Board must be citizens of the United States within the meaning of the Federal Aviation Act of 1958, as amended. Our Bylaws provide that a person who is not a citizen of the United States is not eligible for nomination or election as a director if such person's election, together with the election of any incumbent directors that are not U.S. citizens and are candidates for election as Directors at the same time, would cause less than two-thirds of the Company's directors to be citizens of the United States. Of the eight director nominees proposed by our Board for election at the Meeting, all (or more than two-thirds) are citizens of the United States within the meaning of the Federal Aviation Act of 1958, as amended.

Risk Oversight

The Company's results of operations, financial condition and cash flows can be adversely affected by risk. The management of risk is central to the success of the Company and requires the involvement of the Board, officers and employees, all of whom are entrusted to develop a balanced and prudent approach to risk.

The Company has developed and implemented operational controls designed to identify and mitigate risk associated with its financial decisions, operations, legal, compliance, business development, information technology systems, cybersecurity, data privacy and security controls, changing business conditions and initiation of new business lines. The Chief Executive Officer, with the assistance of the other members of the executive leadership team, is responsible for, among other risk management measures:

- implementing measures designed to ensure the highest standard of safety for personnel, information technology systems and data security, the environment and property in performing the Company's operations;
- obtaining appropriate insurance coverage; and
- evaluating and identifying risk related to the Company's capital structure in light of a rigorous assessment of its business activities.

The Board has reviewed and evaluated, and expects to routinely review and evaluate, its risk profile to ensure that the measures implemented by management are adequate to execute and implement the Company's strategic objectives. Issues related to risk are regularly discussed by the Chief Executive Officer and the rest of the executive leadership team with members of the Board both through informal communications, such as email and in-person meetings, and during formal Board meetings. Executive leadership makes a formal presentation to the Board regarding risk management issues at least once per year. Several Board members are familiar with the risks associated with the types of assets managed and owned by the Company and routinely engage in a dialogue with the Chief Executive Officer and appropriate members of executive leadership regarding such risks.

The Audit Committee, together with executive leadership, works to respond to recommendations from internal and external auditors and supervisory authorities regarding the Company's compliance with internal controls and procedures and other factors that could interfere with the successful implementation of the Company's strategic plan. The Audit Committee also reviews the adequacy of the Company's risk management policies and procedures and meets with the Chief Financial Officer, the General Counsel and the Chief Compliance Officer to consider recommendations regarding policies related to risk management. In addition, executive leadership works closely with the General Counsel and the Chief Compliance Officer to facilitate compliance with foreign and domestic laws and regulations.



The ESG Committee, together with executive leadership, works to respond to stakeholder expectations and concerns regarding sustainability and climate-related risks and opportunities.

The Company has established an Enterprise Risk Committee and a Compliance Committee to oversee risk management and compliance activities as a means of bringing issues to the attention of senior management. Responsibilities for risk management and compliance are distributed throughout various functional areas of the business. Both the Enterprise Risk Committee and the Compliance Committee assist with the preparation of a report to the Audit Committee at least twice a year regarding the Company's cybersecurity and data privacy risks and the technologies, policies, processes, controls and practices for managing and mitigating such risks, including the quality and effectiveness of the Company's information technology systems and processes.

The Company is in the process of seeking ISO 27001 certification for our U.K. SAR bases and our corporate headquarters. ISO 27001 certification is globally recognized as one of the highest standards of compliance and controls for information security management systems.

The Board believes that executive leadership's procedures, combined with Board, Audit Committee, ESG Committee, Compliance Committee, and Enterprise Risk Management Committee oversight, enable the Company to properly and comprehensively assess risk from both an enterprise-wide and departmental perspective, thereby managing and observing the most substantive risks at each level within the Company.

Code of Business Conduct and Ethics

Our Board has adopted a set of Corporate Governance Guidelines, a Code of Business Integrity for directors and employees and a Supplemental Code of Ethics (collectively, our "Code"). A copy of each of these documents, along with the charters of each of the committees described above, is available on the Company's website at www.bristowgroup.com by clicking "Investors," then "Governance" and then "Governance Documents" and is also available to stockholders in print without charge upon written request to our Corporate Secretary at 3151 Briarpark Drive, Suite 700, Houston, Texas 77042.

Our Code applies to all directors and employees, including the Chief Executive Officer, the Chief Financial Officer and all senior financial officers. Our Code covers topics including, but not limited to, conflicts of interest, insider trading, competition and fair dealing, discrimination and harassment, international trade regulations, confidentiality, compliance procedures and employee complaint procedures. Our Board periodically reviews and revises our Code, as it deems appropriate.



PROPOSAL 1

ELECTION OF DIRECTORS

Our Board currently consists of eight directors. The term of office of all of our present directors will expire no later than the day of the Meeting upon the election of their successors. The directors elected at the Meeting will serve until their respective successors are elected and qualified or until their earlier death, resignation or removal.

Unless authority to do so is withheld by the stockholder, each proxy executed and returned by a stockholder will be voted for the election of the nominees hereinafter named. Directors having beneficial ownership derived from presently existing voting power of approximately 1.3% of our Common Stock as of the Record Date have indicated that they intend to vote for the election of each of the nominees named below. If any nominee withdraws or for any reason is unable to serve as a director, the persons named in the accompanying proxy either will vote for such other person as our Board may nominate or, if our Board does not so nominate such other person, will not vote for anyone to replace the nominee. Except as described below, our management knows of no reason that would cause any nominee hereinafter named to be unable to serve as a director or to refuse to accept nomination or election.

Vote Required

Directors will be elected by a plurality of the shares of Common Stock represented in person or by proxy at the Meeting and voting on the matter. However, all nominees have submitted an irrevocable letter of resignation conditional on (i) such nominee's failure to receive a majority of votes cast and (ii) acceptance of such resignation by the Board. If you do not wish your shares to be voted for any particular nominee, please identify any nominee for whom you "withhold authority" to vote on the enclosed proxy card or when voting by Internet or telephone. Abstentions and broker non-votes will have no effect on the outcome of the vote.

Recommendation

Our Board unanimously recommends that stockholders vote **FOR the election to our Board of each of the nominees named below.**

Information Concerning Nominees

Our present Board proposes for election the following eight nominees for director. Each of the nominees named below is currently a director of the Company. All nominees for director are nominated to serve one-year terms until the 2024 Annual Meeting of Stockholders and until his or her successor is elected and qualified, unless ended earlier due to his or her death, resignation, disqualification or removal from office.



Director Nominees

We have provided information below about our nominees, including their age, citizenship and business experience for at least the past five years, including service on other boards of directors. We have also included information about each nominee's specific attributes, experience or skills that led our Board to conclude that he or she should serve as a director on our Board in light of our business and structure. Unless we specifically note below, no corporation or organization referred to below is a subsidiary or other affiliate of Bristow Group Inc.



**Christopher S.
Bradshaw**

Age: 46

Nationality: American

Board: since 2015

Principal Occupations

BRISTOW GROUP INC.

President and Chief Executive Officer
since June 2020

ERA GROUP INC.

President and Chief Executive Officer
November 2014 – June 2020

Acting Chief Executive Officer
August 2014 – November 2014

Chief Financial Officer
October 2012 – September 2015

U.S. CAPITAL ADVISORS LLC

**(independent financial advisory firm
co-founded by Mr. Bradshaw)**

Managing Partner and Chief Financial Officer
2009 – 2012

UBS SECURITIES LLC

Energy investment banker

MORGAN STANLEY & CO.

Energy investment banker

PAINWEBBER INCORPORATED

Energy investment banker

Directorships

OTHER LEADERSHIP AND SERVICE

HeliOffshore
since 2014
Small Steps Nurturing Center
since 2018
Development Committee

The National Ocean Industries Association (NOIA)
since 2021
Executive Committee

Key Skills and Experience



Senior Leadership



Aviation or Logistics
Management



Finance, Accounting
or Legal



Lorin L. Brass

INDEPENDENT

Age: 69

Nationality: American

Board: since 2020

Compensation: since 2020

ESG: since 2020

Principal Occupations

ROYAL DUTCH SHELL

Senior Advisor of Business Development
 Director of Global Business Development,
 Shell International Exploration &
 Production

SHELL OIL COMPANY

Production Superintendent, Gulf of Mexico Coastal
 Division
 Engineering Manager, West Coast Division
 Sr. Manager, Corporate Strategy and Planning

Directorships

PRIVATE COMPANIES

Rausch Companies Inc.

Chairman, since March 2015

OTHER LEADERSHIP AND SERVICE

Abbey of the Hills

Finance Committee

Chairman of the Governance Committee
 since 2018

Brass Family Foundation

Chairman, since 2004

Lennox Area Community Foundation
 since 2020

Lincoln Conservation District
 since 2008; Chairman, since 2012

MHCH Foundation

since 2006

South Dakota Mines Alumni Association

2018 – 2021; President, 2018 – 2021

South Dakota Mines Foundation

2007 – 2019; Chairman, 2010 – 2017

South Dakota Investment Council

2014 – 2019; Chairman, 2018 – 2019

Key Skills and Experience



Oil and Gas Industry



International Business

Technology/
Cybersecurity

Wesley E. Kern

INDEPENDENT

Age: 56

Nationality: American

Board: since 2020

Audit: since 2020

Compensation: since 2020

Principal Occupations

IMPROVE ONE, LLC

Director
 since 2019

LOBO LEASING LIMITED

Executive Vice President and Chief
 Financial Officer
 2014 – 2018

US POWER GENERATING COMPANY

Senior Vice President, Finance
 Vice President, Mergers and Acquisitions
 2006 – 2013

NEXTRISE FINANCIAL STRATEGIES, LLC

President
 since 2019

Directorships

PRIVATE COMPANIES

Mile High Labs International, Inc.
 since August 2020

FORMER DIRECTORSHIPS

All in Behavioral Health
 Meridian Solar, Inc.

Key Skills and Experience

Aviation or Logistics
ManagementFinance, Accounting
or LegalOffshore Wind/
Renewables



Robert J. Manzo

INDEPENDENT

Age: 65

Nationality: American

Board: since 2020

Audit: since 2022

ESG: since 2020

Principal Occupations

RJM I, LLC

Founder and Managing Member
since 2005

FTI Consulting, Inc.

Senior Managing Director
2000 – 2005

POLICANO & MANZO, LLC

(financial consulting firm co-founded by Mr. Manzo
that was sold to FTI Consulting, Inc. in 2000)

Directorships

PUBLIC COMPANIES

Visteon Corporation
Audit Committee
Chairman since 2016
Corporate Sustainability and Governance
Committee
Chairman since 2012
ADVANZ Pharma Corp.
2019 – 2021

PRIVATE COMPANIES

Angler Club
since 2023
Star Struck LLC
since 2010
Ocean Reef Club
Chairman, 2019 – April 2021

Key Skills and Experience



Finance, Accounting
or Legal



Public Company
Governance



Mergers and
Acquisitions



G. Mark Mickelson

INDEPENDENT

Age: 57

Nationality: American

Board: since 2020

Chairman: since 2020

Principal Occupations

MICKELSON & COMPANY, LLC
(financial consulting firm founded by
Mr. Mickelson)

President
since 2005

SOUTH DAKOTA HOUSE OF REPRESENTATIVES

Speaker, 2017 – 2018
Speaker pro Tempore, 2015 – 2016
Member, 2012 – 2016

Directorships

PRIVATE COMPANIES

ISG
Audit Committee
since January 2020

PUBLIC COMPANIES

Meta Financial Group, Inc.
Audit Committee; Board Loan Committee
1997 – 2006

OTHER LEADERSHIP AND SERVICE

South Dakota Community Foundation
USD Foundation
Sioux Falls Area Chamber of Commerce Board
Sioux Falls Development Foundation
South Dakota Board of Economic Development

Key Skills and Experience



Finance, Accounting
or Legal



Government Affairs/
Contracting



Public Company
Governance



General Maryanne Miller, Ret.

INDEPENDENT

Age: 64

Nationality: American

Board: since 2021

Compensation: since 2021

Principal Occupations

U.S. AIR FORCE

Four-Star General, Retired

Commander of Air Mobility Command

Commander of the Air Force Reserve

Air Component for U.S. Transportation Command

Command pilot (more than 4,800 flying hours in numerous aircraft)

NEW VISTA ACQUISITION CORP.

Advisor

FREEDOM LIFT INNOVATIONS

Advisor

VETERANS JUSTICE COMMISSION

Member

Directorships

OTHER LEADERSHIP AND SERVICE

Board of Trustees for Manhattan College

Member

Leaven Kids

Board Vice President

Key Skills and Experience



Aviation or Logistics Management



Government Affairs/Contracting



Advanced Air Mobility



Christopher Pucillo

INDEPENDENT

Age: 55

Nationality: American

Board: since 2020

Compensation: since 2020

ESG: since 2020

Principal Occupations

SOLUS ALTERNATIVE ASSET MANAGEMENT LP

(asset management firm founded by Mr. Pucillo)

Managing Partner and Chief Executive Officer / Chief Investment Officer since 2007

STANFIELD CAPITAL PARTNERS

Partner/Head of Hedge Funds

2002 – 2007

Partner/Head of Trading

2000 – 2002

MORGAN STANLEY

Head of High Yield Loan Trading

1996 – 2000

Directorships

OTHER LEADERSHIP AND SERVICE

Telluride Foundation

Visiting Nurse Association

Western Golf Association

Key Skills and Experience



Finance, Accounting or Legal



Strategic Planning



Mergers and Acquisitions



Brian D. Truelove

INDEPENDENT

Age: 64

Nationality: American

Board: since 2020

Audit: since 2020

ESG: since 2020

Principal Occupations

HESS CORPORATION

Senior Vice President, Global Services
Chief Information Officer (CIO), Chief
Technology Officer (CTO) and Head of
Supply Chain / Logistics

2011 – 2018

Senior Vice President, Global Offshore
Business

Senior Vice President, Global Drilling and
Completions

Directorships

PUBLIC COMPANIES

Expro Group Holdings N.V.

Audit Committee
since 2018

ESG Committee
Chairman since 2021

Key Skills and Experience



Oil and Gas



Risk Management



Technology/
Cybersecurity



EXECUTIVE OFFICERS OF THE REGISTRANT

Under our Bylaws, our Board elects our executive officers annually. Each executive officer remains in office until that officer ceases to be an officer or his or her successor is elected. There are no family relationships among any of our executive officers. As of the close of business on April 10, 2023, our executive officers were as follows:

Name	Age	Position Held with Registrant
Christopher S. Bradshaw	46	President and Chief Executive Officer
Alan Corbett	65	Chief Operating Officer, Government Services
Elizabeth Matthews	53	Senior Vice President, General Counsel, Head of Government Affairs, and Corporate Secretary
Stuart Stavley	50	Chief Operating Officer, Offshore Energy Services
David F. Stepanek	57	Executive Vice President, Chief Transformation Officer
Jennifer D. Whalen	49	Senior Vice President, Chief Financial Officer

Christopher S. Bradshaw has served as President and Chief Executive Officer of the Company, currently known as Bristow Group Inc. and previously known as Era Group Inc., since 2014. Mr. Bradshaw has been a Director of the Company since February 2015. He served as Chief Financial Officer of Era Group Inc. from October 2012 to September 2015. From 2009 until 2012, Mr. Bradshaw served as Managing Partner and Chief Financial Officer of U.S. Capital Advisors LLC, an independent financial advisory firm. Prior to co-founding U.S. Capital Advisors LLC, he was an energy investment banker at UBS Securities LLC, Morgan Stanley & Co., and PaineWebber Incorporated. Mr. Bradshaw serves on the board of directors of The National Ocean Industries Association (NOIA) and HeliOffshore. He graduated cum laude from Dartmouth College with a degree in Economics and Government.

Alan Corbett has served as our Chief Operating Officer, Government Services since February 2023. In this role, Mr. Corbett is responsible for overseeing all of the Company's Government Services activity, including existing operations, new business, and emerging markets for areas such as the Company's growing market share in the Search and Rescue sector, as well as Airnorth and Humberside airport. Previously, Mr. Corbett served as Senior Vice President, Europe, Africa, Middle East, Asia and Australia and Search and Rescue from June 2020 to February 2023. Mr. Corbett had served in a similar role at Old Bristow from June 2018 to June 2020. He previously served as Old Bristow's Vice President, EAMEA from June 2017 to June 2018. Before that, he served as Old Bristow's 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. Old Bristow filed for Chapter 11 bankruptcy protection in May 2019 in order to reorganize and emerged from bankruptcy in October 2019. Prior to joining Old Bristow 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.

Elizabeth Matthews has served as our Senior Vice President, General Counsel, Head of Government Affairs, and Corporate Secretary since December 2022. In this role, Ms. Matthews is responsible for legal, compliance, government affairs, insurance risk management, and contract review and management. Ms. Matthews has over 25 years of legal experience providing counsel across several different industries. Her broad legal expertise includes commercial, corporate, M&A, litigation, intellectual property, and compliance. Previously, she served as the Deputy Managing Director, Executive Vice



President and General Counsel at TotalEnergies in the U.S., since 2013. Prior to TotalEnergies, Ms. Matthews spent 11 years in various legal positions at Chevron Corporation, as well as six years in private practice. She graduated cum laude from Yale University with a Bachelor of Arts in Humanities and History and received her Juris Doctor from Harvard Law School.

Stuart Stavley has served as our Chief Operating Officer, Offshore Energy Services since February 2023. In this role, Mr. Stavley has oversight of the Company's offshore energy operations in all the regions where the Company operates around the world. In addition, Mr. Stavley has global oversight for operational shared services, which includes Safety, Standards, Supply Chain, and Fleet Management functions, among others. Mr. Stavley served as Senior Vice President, Global Fleet Management for the Company from June 2020 to February 2023. He previously served as Senior Vice President, Operations and Fleet Management for Era from 2014 to June 2020. Mr. Stavley served in numerous other positions since joining Era in 1993, including serving as Senior Vice President, Fleet Management from October 2012 to October 2014, as Vice President, Fleet Management from October 2010 to October 2012, as Director of Technical Services from September 2008 to October 2010, as Director of Maintenance from September 2005 to 2008, as Chief Inspector and as Field Aviation Maintenance Technician.

David F. Stepanek has served as our Executive Vice President, Chief Transformation Officer since February 2023. In this role, Mr. Stepanek has responsibility for the transformation of the Company's business mix through strategic diversification into new markets. Mr. Stepanek served as our Executive Vice President, Sales and Chief Transformation Officer from April 2021 to February 2023 and as our Executive Vice President, Chief Operating Officer from June 2020 until March 2021. He previously served as Senior Vice President, Business Development of Era when he joined Era in January 2020. From 2010 through 2019, Mr. Stepanek held positions within PHI, Inc., most recently having served as President, PHI Americas. Before that, he served as PHI, Inc. Chief Commercial Officer. PHI filed for Chapter 11 bankruptcy protection in March 2019 in order to reorganize and emerged from bankruptcy in September 2019. Before joining PHI in 2010, Mr. Stepanek held a variety of leadership positions at Era. After four years' service in the U.S. Marine Corps as a heavy lift helicopter avionics technician, Mr. Stepanek moved to Sikorsky as an avionics technician and field service representative; he was subsequently promoted and contributed to the sales and product development of the S-76 and S-92 aircraft, amongst other roles.

Jennifer D. Whalen has served as our Senior Vice President, Chief Financial Officer since June 2020. In this role, Ms. Whalen is responsible for company accounting, financial reporting, investor relations, strategy and M&A, tax, information technology and other financial aspects of the Company. Previously, she served as the Senior Vice President, Chief Financial Officer of Era since February 2018. Ms. Whalen served as Era's Vice President and Chief Accounting Officer from August 2013 until her appointment as Vice President, Acting Chief Financial Officer in June 2017. Ms. Whalen joined Era as Controller in April 2012. From August 2007 to March 2012, she served in several capacities at nLIGHT Photonics Corporation, a supplier of high-performance lasers, including as Director of Accounting. Prior to these roles, she served as the Manager of Accounting at InFocus Corporation for over two years. After serving in the U.S. military, Ms. Whalen started her career in public accounting in the assurance practice group at PricewaterhouseCoopers for approximately five years. She received a B.S. in Accounting from Alabama A&M University and a master's degree in Accounting from the University of Southern California.



SECURITIES OWNERSHIP

Holdings of Certain Beneficial Owners

The following table shows certain information with respect to beneficial ownership of our Common Stock held by any person known by us to be the beneficial owner of more than five percent of any class of our voting securities:

Name and Address of Beneficial Owner	Amount Beneficially Owned	Percent of Class ⁽¹⁾
South Dakota Investment Council 4009 West 49th Street, Suite 300 Sioux Falls, South Dakota 57106	5,807,782 ⁽²⁾	20.7%
BlackRock, Inc. 55 East 52nd Street New York, New York 10055	3,886,052 ⁽³⁾	13.9%
Solus Alternative Asset Management LP 25 Maple Street, 2nd Floor Summit, New Jersey 07901	3,754,983 ⁽⁴⁾	13.4%
The Vanguard Group Inc. 100 Vanguard Blvd. Malvern, Pennsylvania 19355	1,735,563 ⁽⁵⁾	6.2%
Empyrean Capital Overseas Master Fund, Ltd. 10250 Constellation Boulevard, Suite 2950 Los Angeles, California 90067	1,635,466 ⁽⁶⁾	5.8%

(1) Percentage of the 28,009,203 shares of Common Stock of the Company outstanding as of December 31, 2022.

(2) According to Amendment 3 to its Schedule 13D filed February 15, 2023 with the Securities and Exchange Commission (the “SEC”), South Dakota Investment Council has sole voting and dispositive power with respect to all of such shares. Reflects shares of Common Stock directly held by South Dakota Retirement System (“SDRS”), for which South Dakota Investment Council is the investment manager. Matthew L. Clark, in his position as the State Investment Officer, has voting and investment power over the assets and has voting and investment power over the shares.

(3) According to Amendment 1 to its Schedule 13G filed on January 26, 2023 with the SEC, BlackRock, Inc. has sole voting power with respect to 3,842,355 of such shares and sole dispositive power with respect to all of such shares. The Schedule 13G states that iShares Core S&P Small-Cap ETF has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, such shares of Common Stock, and such person's interest in such shares of Common Stock is more than 5% of the total outstanding shares of Common Stock of the Company. The Schedule 13G indicates that BlackRock Advisors, LLC, Aperio Group, LLC, BlackRock Asset Management Canada Limited, BlackRock Fund Advisors, BlackRock Asset Management Ireland Limited, BlackRock Institutional Trust Company, National Association, BlackRock Financial Management, Inc., BlackRock Fund Managers Ltd and BlackRock Investment Management, LLC are the beneficial owners of the securities and that BlackRock Fund Advisors owns more than 5% of the Common Stock.

(4) According to Amendment 3 to its Schedule 13D filed December 13, 2022 with the SEC, as last modified by Form 4 filed on March 28, 2023, Solus Alternative Asset Management LP (“Solus”), Solus GP LLC (“Solus GP”), in its capacity as general partner of Solus, and Christopher Pucillo, in his capacity as managing member of Solus GP, may be deemed to have shared voting and dispositive power with respect to all of such shares. However, these reporting persons expressly disclaim beneficial ownership and membership in a group in these securities and did so in such filings.

(5) According to Amendment 4 to its Schedule 13G filed on February 9, 2023 with the SEC, The Vanguard Group, Inc. has shared voting power with respect to 34,303 of such shares, sole dispositive power with respect to 1,688,981 of such shares and shared dispositive power with respect to 46,582 of such shares.

(6) According to Amendment 2 to its Schedule 13G filed on February 14, 2023 with the SEC, Empyrean Capital Overseas Master Fund, Ltd. (“ECOMF”), Empyrean Capital Partners, LP (“ECP”), in its capacity as investment manager of ECOMF, and Mr. Amos Meron, in his capacity as the managing member of Empyrean Capital, LLC, the general partner of ECP, each have shared voting and dispositive power with respect to all of such shares.



Holdings of Directors, Nominees and Executive Officers

The following table shows how many shares (i) each of our current directors, (ii) each of our Named Executive Officers included in the Summary Compensation Table on page 52 of this Proxy Statement and (iii) all of our current directors and executive officers as a group beneficially owned as of the close of business on April 10, 2023:

Name ⁽¹⁾	Shares Directly and Indirectly Owned as of April 10, 2023 ⁽²⁾	Options Exercisable on or prior to June 10, 2023	Total Shares Beneficially Owned	Percent of Class ⁽³⁾
Christopher S. Bradshaw	160,546	20,000	180,546	*
Lorin L. Brass	22,147	4,880	27,027	*
Alan Corbett	21,960	4,863	26,823	*
Wesley E. Kern	22,147	4,880	27,027	*
Robert J. Manzo	27,147	4,880	32,027	*
G. Mark Mickelson	48,829	11,063	59,892	*
General Maryanne Miller, Ret.	6,616	—	6,616	*
Christopher Pucillo ⁽⁴⁾	—	—	3,754,983	13.4%
David F. Stepanek	12,491	—	12,491	*
Brian D. Truelove	20,147	4,880	25,027	*
Jennifer D. Whalen	39,512	—	39,512	*
Crystal L. Gordon ⁽⁵⁾	43,227	—	43,227	*
All directors and executive officers as a group (13 persons)⁽⁶⁾	394,805	55,446	4,205,234	15.0%

* Represents less than 1%.

(1) The business address of each director and executive officer is 3151 Briarpark Drive, Suite 700, Houston, Texas 77042.

(2) Excludes unvested restricted stock over which the holders do not have voting or dispositive powers.

(3) Percentages of our Common Stock outstanding as of April 10, 2023, adjusted for each Named Executive Officer, executive officer and director to include such Named Executive Officer's, executive officer's and director's total shares beneficially owned as of such date.

(4) Because of his position as the managing member of Solus GP LLC, the general partner of Solus Alternative Asset Management LP ("Solus"), Mr. Pucillo may be deemed indirect beneficial owner of the 3,754,983 shares of Common Stock held directly or indirectly by certain funds and accounts managed by Solus and/or affiliates thereof (see "Securities Ownership — Holdings of Certain Beneficial Owners"), except to the extent of his pecuniary interest therein. Pursuant to applicable reporting requirements, Mr. Pucillo is reporting indirect beneficial ownership of the entire amount of our shares of Common Stock managed by Solus but he disclaims beneficial ownership of such shares.

(5) Ms. Gordon departed the Company on October 31, 2022. Ms. Gordon's amounts are as set forth in her most recent Form 4 filed with respect to the Company on June 3, 2022.

(6) Includes Messrs. Bradshaw, Brass, Corbett, Kern, Manzo, Mickelson, Pucillo, Stavley, Stepanek and Truelove, General Miller, Ret. and Ms. Matthews and Whalen.



COMPENSATION DISCUSSION AND ANALYSIS

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This Compensation Discussion and Analysis (“CD&A”) describes our Transition Year Ended 2022 executive compensation program for the following executive officers who served in the positions set forth below during Transition Year Ended 2022 (collectively, the “Named Executive Officers” or “NEOs”):

Our Named Executive Officers

Name	Title
Christopher S. Bradshaw	President and Chief Executive Officer
Alan Corbett	Chief Operating Officer, Government Services
David F. Stepanek	Executive Vice President, Chief Transformation Officer
Jennifer D. Whalen	Senior Vice President, Chief Financial Officer
Crystal L. Gordon	Former Senior Vice President, General Counsel, Head of Government Affairs, and Corporate Secretary

You should read this section of the Proxy Statement in conjunction with the advisory vote that we are conducting on the compensation of our Named Executive Officers (see “Proposal 2 – Advisory Vote to Approve Named Executive Officer Compensation” on page 70 of this Proxy Statement), as it contains information that is relevant to your voting decision.



Executive Overview

In Transition Year Ended 2022, the Compensation Committee (the “Committee”) maintained the compensation philosophy and design adopted following the merger (the “Merger”) involving Bristow Group Inc. (“Old Bristow”) and Era Group Inc. (“Era”). Underpinning the Transition Year Ended 2022 executive compensation program is a belief held by the Committee that there must be a meaningful link between the compensation paid to our Named Executive Officers and our goal of long-term value creation for our stockholders. This core philosophy is embedded in the following principles that guide all aspects of our executive compensation program:

Emphasis on Pay for Performance	A substantial portion of compensation should be variable, contingent on and directly linked to Company and individual performance.
Attract, Retain and Motivate Talented and Experienced Executives	Total direct compensation should be competitive to attract the best talent to the Company, motivate executives to perform at their highest levels, reward individual contributions that improve the Company's ability to deliver outstanding performance, and retain those executives with the leadership abilities and skills necessary for building long-term stockholder value.
Balance and Responsibility	The program should balance incentives for delivering outstanding long-term, sustainable performance against the potential to encourage inappropriate risk-taking. Compensation should consider each executive's responsibility to act at all times in accordance with our Code of Business Integrity and Supplemental Code of Ethics.
Stockholder Alignment	The financial interests of executives should be aligned with the long-term interests of our stockholders through stock-based compensation and performance metrics that correlate with long-term stockholder value.

Executive Compensation Program Enhancements Continued for Transition Year Ended 2022

In fiscal year 2021, the Committee considered feedback from stockholders and made modifications to strengthen the links between pay and performance and incentivize management to deliver for stockholders. Such modifications remained in place for the Transition Year Ended 2022 executive compensation program. The modifications in fiscal year 2021 that continued in the Transition Year Ended 2022 executive compensation program included pay tied to performance through the use of performance-based stock units (which may be earned via performance against an absolute financial metric and relative total stockholder return); a 50% weighting of the financial metric in the short-term annual incentive program (the “STIP”); and a minimum financial metric threshold that must be achieved prior to the payment of any amounts under the individual strategic goals portion of the STIP.

The Committee elected to maintain the same executive compensation program for Transition Year Ended 2022 after considering many factors, including, alignment with the Company's strategy, market practice and trends, and stockholder feedback, including the results of the fiscal year 2022 say-on-pay vote. In fiscal year 2022, the say-on-pay proposal was approved by approximately 97% of the votes cast, which the Committee believes affirms stockholder support for the current design of the executive compensation program.

Recent Business Accomplishments

The results below highlight the accomplishment of various strategic priorities in Transition Year Ended 2022 to advance our vision of leading the world in innovative and sustainable vertical flight solutions.



Key Highlights

- Our continued commitment to safety resulted in one non-fatal air accident, a 50% reduction in lost time incident severity rate (“LTISR”), and a 56% year-over-year reduction in lost work days for the nine-month period ended December 31, 2022 as compared to the nine-month period ended December 31, 2021.
- In July 2022, we were awarded a £1.6 billion, 10-year contract for the Second-Generation Search and Rescue Aviation (“UKSAR2G”) program by the Maritime and Coastguard Agency, an executive agency of the U.K. Department for Transport, and we will transition to the new contract beginning September 30, 2024 through December 31, 2026.
- In August 2022, we further enhanced our leading government services offering with the acquisition of British International Helicopter Services Limited, an entity providing solutions for the British Armed Forces.
- We commenced SAR operations in the Dutch Caribbean on behalf of the Dutch Caribbean Coast Guard in October 2022 and in the Netherlands on behalf of the Netherlands Coast Guard in November 2022.
- In January 2023, we entered into two new thirteen-year secured equipment financings for an aggregate amount of up to £145 million with National Westminster Bank Plc.
- Multiple initiatives were advanced in support of our sustainability program, including the inaugural issuance of our Sustainability Report in July 2022.
- Announced multiple partnerships with various manufacturers of electric vertical take-off and landing and hybrid aircraft to assist with the development of next generation aircraft.
- Engaged in a number of key projects to support our strategic priorities, as discussed in more detail under “Individual Compensation Decisions”.

Selected Financial Performance Results

Below are several key financial highlights for Transition Year Ended 2022⁽¹⁾.

<i>Available Liquidity⁽²⁾</i>	<i>Net Debt⁽²⁾</i>	<i>Total Revenues</i>	<i>Adjusted EBITDA⁽³⁾</i>
\$240 million	\$366 million	\$923 million	\$122 million
Returning Value to Stockholders - Opportunistic repurchases of 425,938 shares of Common Stock during Transition Year Ended 2022 for gross consideration of \$10.0 million.			

(1) Amounts shown as of December 31, 2022.

(2) Comprised of \$160.0 million in unrestricted cash balances and \$79.7 million of remaining availability under ABL Facility.

(3) See Appendix A to this Proxy Statement for reconciliation of Adjusted EBITDA.



Elements of Target Total Direct Compensation for Transition Year Ended 2022

We have three primary elements of compensation: base salary, annual short-term incentives and long-term incentives.

Base Salary	Annual Short-Term Incentive (STI) <i>Cash Award</i>	Long-Term Incentive (LTI) <i>Performance-Based Stock Units and Time-Based Restricted Stock Units</i>
Provides a competitive level of fixed compensation, which is based upon individual factors such as scope of responsibility, experience, and strategic impact	Variable cash compensation component aligned with near-term objectives, while also supporting our long-term strategic plan	<ul style="list-style-type: none"> Variable equity-based compensation component emphasizing long-term Company performance Aligns executive officer interests with our stockholders' interests

The Committee believes the following metrics listed below are indicators of the long-term financial health of our Company and, therefore, serve the fundamental objective of our executive compensation program:

Short-Term Performance Metrics	Long-Term Performance Metrics (3-year performance periods; 50% performance-based stock units; 50% time-based restricted stock units)
STIP Adjusted EBITDA (50%)⁽¹⁾ Measures operating performance from period to period by excluding certain items that management believes are not representative of the Company's core operating results.	Stock Appreciation Reinforces the importance of price appreciation and is consistent with our compensation philosophy to align with the long-term interests of our stockholders. Both performance-based stock units and time-based restricted stock units are denominated in shares of Common Stock, directly linking a significant portion of executive officer compensation to stockholder value creation.
Safety (25%) Safety is our number one core value and highest operational priority. The safety metric is comprised of two key metrics: (i) air accidents as classified under the industry standard known as International Civil Aviation Organization ("ICAO"), which includes Class A and Class D air accidents; and (ii) personal injury events as measured by LTISR.	Relative Total Stockholder Return ("RTSR") Comprises one-half of performance-based stock unit grants. Measures financial and operational results through our share price as compared to the return of companies in the PHLX Oil Service Index (the "OSX Index"). Performance-based stock units earned based on our RTSR performance aligns the pay for our executive officers to the appreciation (or reduction) our stockholders receive in their investment in the Company.
Strategic (25%) Measures individual performance for achievement of strategic and operational goals established to support the Company's strategic priorities. In Transition Year Ended 2022, the strategic individual goals included certain ESG metrics related to the Company's commitment to sustainability, including, without limitation, safety initiatives, recruiting, leadership training and talent management, tracking and review of our workforce's diversity, equity and inclusion ("DE&I") data and AAM development.	Cash Return on Invested Capital ("Cash ROIC")⁽²⁾ Comprises one-half of performance-based stock unit grants. Measures the efficiency with which we allocate capital resources, taking into account not just the quantity of earnings, but also the quality of earnings and investments that drive long-term value creation.

(1) See Appendix A to this Proxy Statement for a reconciliation to the most directly comparable GAAP financial measure.

(2) See Appendix A to this Proxy Statement for the calculation.



How We Align Pay with Performance

A substantial portion of the compensation for the Named Executive Officers is variable or at risk, with 85% of our Chief Executive Officer's target compensation at risk and an average of 71% of the other Named Executive Officers' target direct compensation at risk.

In Transition Year Ended 2022, the Committee utilized relative total stockholder return ("RTSR") and cash return on invested capital ("Cash ROIC") as performance metrics in the long-term incentive portion of the executive compensation program. Each of the RTSR performance-based stock units granted during Transition Year Ended 2022 ("TYE22 RTSR PSUs") and the Cash ROIC performance-based stock units granted during Transition Year Ended 2022 ("TYE22 Cash ROIC PSUs" and, together with the TYE22 RTSR PSUs, the "TYE22 PSUs") has a 25% weighting and will be settled in shares at the end of the three-year period. The other 50% of the long-term incentive program for Transition Year Ended 2022 was comprised of time-based restricted stock units vesting equally over a three-year period (the "TYE22 RSUs").

How Transition Year Ended 2022 Performance Affected Incentive Payouts

Our Transition Year Ended 2022 compensation reflects achievement of 103.9% of the Target performance level for STIP Adjusted EBITDA, continued reduction of severe injury events and reduction in total lost work days, and achievement of a number of strategic priorities to advance the Company's vision of leading the world in innovative and sustainable vertical flight solutions.

The table below shows the Company's performance measured against the pre-established performance goals for the Transition Year Ended 2022 STIP (the "TYE22 STIP"). As a result of the change in the Company's fiscal year end, STIP amounts earned related to Transition Year Ended 2022 and paid in March 2023 were prorated to reflect the nine-month transition period and based on performance over the nine-month performance period.

Performance Metric	Actual Result for Applicable Performance Period ⁽¹⁾	Threshold	Target (100%)	Stretch (200%)	Payout (as a % of Target)
TYE22 STIP					
STIP Adjusted EBITDA (50%)	\$101.5 million	\$85.7 million	\$100.7 million	\$122.2 million	103.9%
Safety (25%)					
ICAO Air Accident ⁽²⁾	1	See Page 44 for a Description of the ICAO Air Accident Calculation			100%
Lost Time Incident Severity Rate ("LTISR")	2.16	6.4	5.1	4.1	200%
Individual Strategic Goals (25%)	100% ⁽³⁾	Forfeited if 75.8% of the Threshold performance level for the STIP Adjusted EBITDA performance metric is not achieved.			100%

(1) The performance period for the TYE22 STIP was April 1, 2022 to December 31, 2022.

(2) Any fatality would have resulted in elimination of the complete safety incentive for Transition Year Ended 2022. See the description of the ICAO Air Accident calculation on page 44.

(3) Average performance level of our NEOs with respect to the applicable Individual Strategic Goals.



Given the nine-month transition period, no performance periods were completed during Transition Year Ended 2022 with respect to (i) the performance-based stock units (“PSUs”) granted during the fiscal year ended March 31, 2022; or (ii) the TYE22 PSUs. One-third (1/3) of the shares of Common Stock underlying the PSUs granted during the fiscal year ended March 31, 2021 (“FY21 PSUs”) were not earned based upon the Company’s inability to achieve the target volume weighted average price per share of Common Stock over the 120-day period immediately preceding June 12, 2022. All earned FY21 PSUs will vest on June 12, 2023, subject to the grantee’s continued employment.

Executive Compensation Program Best Practices

 WHAT WE DO	✓ Engage with large stockholders to discuss matters of interest.
	✓ Pay for performance. Place a heavy emphasis on variable pay with approximately 85% of our Chief Executive Officer’s target direct compensation contingent upon financial and operational performance and growth in long-term stockholder value.
	✓ Use performance-based long-term incentive awards compensation through performance-based stock units for which value is contingent upon stock price and company performance relative to the grant date.
	✓ Review target compensation levels relative to an appropriate set of peers annually.
	✓ Reinforce the alignment of stockholders and our executives and directors by requiring significant levels of stock ownership.
	✓ Ensure accountability and manage risk through (i) a robust financial restatement clawback policy applicable to our executive officers, (ii) limits on maximum annual cash incentive award opportunities, and (iii) ongoing risk assessments of our program.
	✓ Use relative and absolute performance metrics to determine the payment of future performance awards under the Company’s long-term incentive awards.
	✓ Maintain a Compensation Committee composed entirely of independent directors who are advised by an independent compensation consultant.

 WHAT WE DON'T DO	✗ No employment agreements with any of our executive officers.
	✗ No pledging (unless our General Counsel consents to the pledge) or hedging of our company stock, and no repricing stock options.
	✗ No excise tax gross-ups.
	✗ No significant perquisites.
	✗ No guarantee of bonuses.



Factors Considered in Determining Executive Compensation

Compensation Consultant and Management

The Committee sets compensation levels based on the skills, experience and achievements of each Named Executive Officer after taking into account market analysis, input by its independent compensation consultant and the compensation recommendations of our Chief Executive Officer, except with respect to his own compensation. The Committee believes that input from both its independent compensation consultant and our Chief Executive Officer provides useful information and points of views to assist the Committee in determining appropriate compensation.

We are always competing for the best talent with our direct industry peers and with the broader market. Consequently, the Committee, together with its independent compensation consultant, regularly reviews the market data, pay practices and ranges of specific peer companies to ensure that we continue to offer relevant and competitive executive pay packages. The Committee generally targets compensation to the market median for executive compensation program.

The Committee retained Mercer US Inc. ("Mercer") to serve as its executive compensation consultant for Transition Year Ended 2022. Prior to engaging Mercer, the Committee evaluated Mercer's independence from management, taking into consideration all relevant factors, including the six independence factors specified in the NYSE listing rules and applicable SEC requirements. The Committee reviewed the independence of Mercer and concluded that it is independent and that its work for the Committee will not raise any conflicts of interest. The Committee has the sole authority to modify or approve Mercer's compensation, determine the nature and scope of its services, evaluate its performance, terminate the engagement, and hire a replacement or additional consultant at any time. No other consulting firm made recommendations to the Committee or management on the peer group composition or on the form, amount or design of executive compensation in Transition Year Ended 2022.

Executive Compensation Peer Group

Our peer group was developed primarily based on industry and size, focusing on companies in the oil and gas equipment and services and air transportation sectors. The Committee reviews the peer group on an annual basis.

Our peer group for Transition Year Ended 2022 included each of the 15 companies listed below in decreasing order of global revenues for the most recently ended fiscal year for each such company.

Company	Revenue (in millions)	Company	Revenue (in millions)
Spirit Airlines, Inc.	\$5,068	Oceaneering International Inc.	\$2,066
Atlas Air Worldwide Holdings, Inc.	\$4,549	Air Transport Services Group, Inc.	\$2,045
Matson, Inc.	\$4,343	Helix Energy Solutions Group, Inc.	\$873
MRC Global Inc.	\$3,363	Newpark Resources, Inc.	\$816
SkyWest, Inc.	\$3,005	Oil States International, Inc.	\$738
Kirby Corporation	\$2,785	Forum Energy Technologies, Inc.	\$700
Transocean Ltd.	\$2,575	Core Laboratories N.V.	\$490
Allegiant Travel Company	\$2,301		
Bristow Transition Year Ended 2022 Global Revenues⁽¹⁾			\$923
Proxy Peer Group Median⁽²⁾			\$2,301

(1) Revenues of the Company during the nine-month transition period ended December 31, 2022.

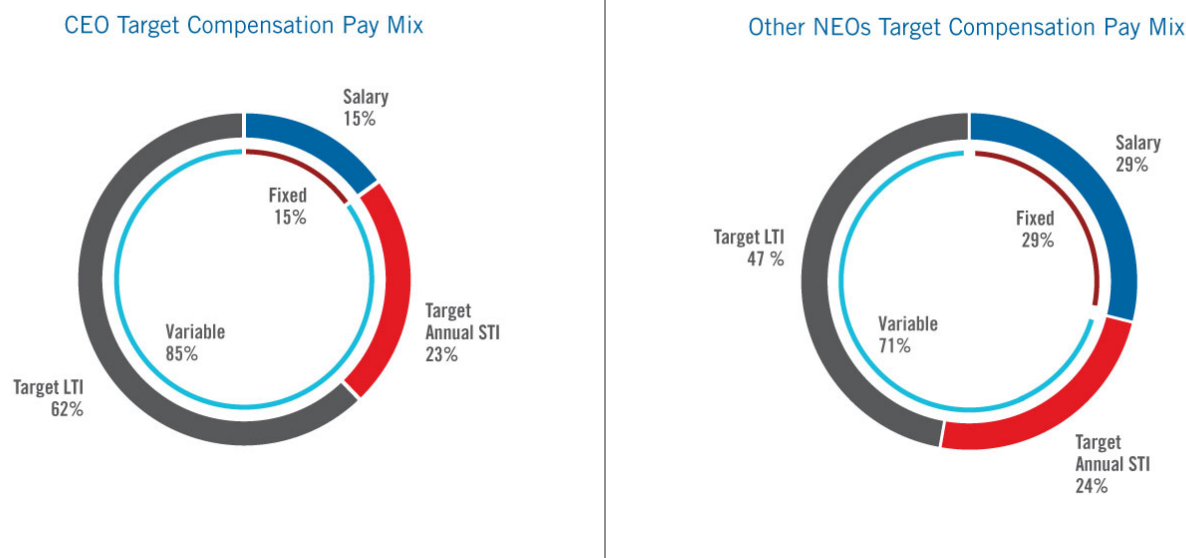
(2) Median calculated based on revenues during the most recent twelve-month fiscal year of each company in the peer group.



Analysis of Executive Officer Compensation

Overview of the Transition Year Ended 2022 Executive Compensation Program

The compensation of our Named Executive Officers consists of the following three key components that are described in more detail below: (1) base salary; (2) annual short-term incentive awards; and (3) long-term equity incentive awards.



Base Salary

To attract and retain talented and qualified executives, we provide competitive base salaries, which the Committee generally targets at the market median for executives with similar responsibilities. The Committee considers the competitive market data noted in the section entitled “Factors Considered in Determining Executive Compensation” when setting base salary. Salary adjustments are based on the individual’s experience and background, the general movement of salaries in the marketplace, the Company’s financial performance and a qualitative assessment of the individual’s performance by his or her immediate supervisor, or in the case of the Chief Executive Officer, by the Board.

Transition Year Ended 2022 Base Salaries

The Committee recommended, and the Board approved, base salary adjustments for the following Named Executive Officer for Transition Year Ended 2022: a 7.5% increase for Ms. Whalen, based on the Committee’s review of market data for executives with similar responsibilities.



The following table summarizes these changes:

Named Executive Officers	Base Salary Effective June 1, 2021	Base Salary Effective June 1, 2022
Christopher S. Bradshaw	\$720,000	\$720,000
Alan Corbett ^(*)	\$363,142	\$363,142
David F. Stepanek	\$400,000	\$400,000
Jennifer D. Whalen	\$400,000	\$430,000
Crystal L. Gordon	\$400,000	\$400,000

* Mr. Corbett's base salary in GBP is £301,886. The USD amounts of his cash compensation are based on an exchange rate of 1 GBP to 1.20 USD, being the foreign exchange rate as of December 31, 2022.

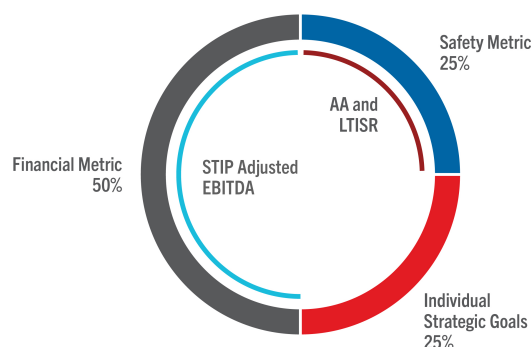
Short-Term Annual Incentive Program

The Company maintains the STIP to reward selected executive officers and other employees for their contributions to the performance of the Company by achieving specific safety and financial metrics and individual strategic goals intended to support the Company's strategic priorities.

The Committee sets the annual target value of each Named Executive Officer's short-term incentive award opportunity as a percentage of the executive's base salary. Generally, the award opportunities for each metric evaluated under the STIP are established at Threshold, Target and Stretch levels. The Stretch level for each metric is capped at 200% of Target, and as a result, the overall potential amount that could be earned is capped at 200% of Target.

The STIP for Transition Year Ended 2022 (the "TYE22 STIP") included three performance metrics: safety, financial (i.e., STIP Adjusted EBITDA) and individual strategic goals aligned with the operational and strategic objectives of the Company's business. The relative weightings of each performance metric are set forth below. Attainment of 75.8% of the Threshold performance level for STIP Adjusted EBITDA was required in order for any Named Executive Officer to receive any payment for achievement of the individual strategic goals.

TYE22 STIP Mix and Performance Metrics





In June 2022, based on the Committee's recommendation, the Board approved alternate STIP performance targets for the 12-month period ending March 31, 2023 and the potential nine-month transition period ending December 31, 2022. In August 2022, the Board approved the change in our fiscal year end to December 31, resulting in the nine-month transitional fiscal year ended December 31, 2022. As a result of the change in the Company's fiscal year end, STIP amounts earned related to Transition Year Ended 2022 and paid in March 2023 were prorated to reflect the nine-month transition period and based on performance over the nine-month performance period.

Overview of Safety Performance (25%)

Safety is our number one core value and highest operational priority. Our safety performance metrics under the TYE22 STIP included (i) consolidated air accidents as determined in accordance with the International Civil Aviation Organization ("ICAO") classification ("ICAO AA"), which is a measure of aircraft accidents that accounts for the severity of any damage or injuries sustained during such events, for the fiscal year compared to a preset target; and (ii) personal injury events as measured by a lost time incident severity rate ("LTISR") reflecting the number of lost work days experienced expressed as a rate per 100 full-time employees. ICAO AA and LTISR each account for 12.5% (together accounting for 25%) of the weighting for the TYE22 STIP. Both of these safety performance metrics are measured at the consolidated corporate level.

The Company achieved a 50% reduction in LTISR and a 56% reduction in lost work days for the nine-month period ended December 31, 2022 as compared to the nine-month period ended December 31, 2021.

Financial Performance/STIP Adjusted EBITDA (50%)

Our financial performance metric for the TYE22 STIP was measured by STIP Adjusted EBITDA. STIP Adjusted EBITDA (as defined under the TYE22 STIP) was \$101.5 million in Transition Year Ended 2022, satisfying Target level of performance for STIP Adjusted EBITDA under the TYE22 STIP.

Target level of performance for STIP Adjusted EBITDA was met in Transition Year Ended 2022, resulting in a 103.9% payout for this performance metric.

Individual Strategic Goals (25%)

Under the TYE22 STIP, the Committee, together with the Chief Executive Officer (other than for himself), approved individual strategic goals for each Named Executive Officer aligned with the Company's strategic priorities. The individual strategic goals of the TYE22 STIP link compensation directly to the performance of the Named Executive Officer.

The Committee carefully evaluated Company and individual performance. On average, the Named Executive Officers achieved 100% of the individual strategic goals agreed upon by the Committee for Transition Year Ended 2022. Please see below for the Committee's considerations with respect to each Named Executive Officer's individual performance.

Strengthened the Company's government services offerings with the award of the UKSAR2G contract and the acquisition of British International Helicopter Services Limited.



Christopher S. Bradshaw

*President and
Chief Executive Officer*

Selected Transition Year Ended 2022 Performance Highlights

- Oversaw the delivery of another strong year of safety, leading several key initiatives, including a 50% reduction in LTISR and a 56% reduction in lost work days for the nine-month period ended December 31, 2022 as compared to the nine-month period ended December 31, 2021, and implemented risk enhancements across the Company's operational footprint;
- Strengthened the Company's government services offerings with the award of the UKSAR2G contract and the acquisition of British International Helicopter Services Limited;
- Began providing SAR services on behalf of the Netherlands Coast Guard and the Dutch Caribbean Coast Guard;
- Mitigated cost uncertainty in an inflationary environment with the execution of long-term maintenance support agreements with Leonardo Helicopters and Pratt & Whitney for AW139 airframes and engines; and
- Advanced the Company's sustainability initiatives, including issuance of our inaugural Sustainability Report in July 2022.

COMPENSATION DECISIONS

In May 2022, the Committee recommended, and the Board approved, the following compensation actions with respect to Mr. Bradshaw:

- Mr. Bradshaw's base salary was unchanged for Transition Year Ended 2022;
- The issuance of an annual equity award with an aggregate target grant date value of approximately \$2.9 million, which was split equally between TYE22 RSUs and TYE22 PSUs; and
- Increased the percentage target for long-term incentive compensation that is variable, at risk, and aligned with stockholder interests from 350% to 400%.

In March 2023, the Committee recommended, and the Board approved, a TYE22 STIP payout for Mr. Bradshaw in the amount of \$931,231, which represented 114% of his target opportunity under the TYE22 STIP.



Alan Corbett

*Chief Operating Officer,
Government Services*

Selected Transition Year Ended 2022 Performance Highlights

- Led the effort to strengthen our government services offerings with the award of the UKSAR2G contract;
- Executed a plan to achieve operational synergies following the acquisition of British International Helicopter Services Limited; and
- Continued development of UAS services and related commercial opportunities.

COMPENSATION DECISIONS

In May 2022, the Committee recommended, and the Board approved, the following compensation actions with respect to Mr. Corbett:

- Mr. Corbett's base salary was unchanged for Transition Year Ended 2022;
- The issuance of an annual equity award with an aggregate target grant date value of approximately \$565,877, which was split equally between TYE22 RSUs and TYE22 PSUs; and
- Set the percentage target for long-term incentive compensation that is variable, at risk, and aligned with stockholder interests at 150%.

In March 2023, the Committee recommended, and the Board approved, a TYE22 STIP payout for Mr. Corbett in the amount of \$224,424, which represented 116% of his target opportunity under the TYE22 STIP.



David F. Stepanek

*Executive Vice President,
Chief Transformation Officer*

Selected Transition Year Ended 2022 Performance Highlights

- Led the Company's diversification efforts for advanced air mobility, including the announcement of multiple partnerships with manufacturers of electric vertical take-off and landing and conventional take-off and landing aircraft ;
- Developed the Company's geographic diversification into the Middle East marketplace; and
- Supported government affairs policy development and identified government-related business opportunities.

COMPENSATION DECISIONS

In May 2022, the Committee recommended, and the Board approved, the following compensation actions with respect to Mr. Stepanek:

- Mr. Stepanek's base salary was unchanged for Transition Year Ended 2022;
- The issuance of an annual equity award with an aggregate target grant date value of approximately \$800,000, which was split equally between TYE22 RSUs and TYE22 PSUs; and
- Set the percentage target for long-term incentive compensation that is variable, at risk, and aligned with stockholder interests at 200%.

In March 2023, the Committee recommended, and the Board approved, a TYE22 STIP payout for Mr. Stepanek in the amount of \$275,920, which represented 114% of his target opportunity under the TYE22 STIP.



Jennifer D. Whalen

*Senior Vice President,
Chief Financial Officer*

Selected Transition Year Ended 2022 Performance Highlights

- Led the refinancing of the Company's prior equipment term loans with Lombard North Central Plc by entering into two new thirteen-year secured equipment financings for an aggregate amount of up to £145 million with National Westminster Bank Plc in January 2023;
- Amended and restated the Company's asset-backed revolving facility in May 2022 in order to, among other things, extend the maturity to 2027, subject to certain early maturity triggers; and
- Led the integration planning for the acquisition of British International Helicopter Services Limited.

COMPENSATION DECISIONS

In May 2022, the Committee recommended, and the Board approved, the following additional compensation actions with respect to Ms. Whalen:

- An 8% base salary increase to \$430,000;
- The issuance of an annual equity award with an aggregate target grant date value of approximately \$645,000, which was split equally between TYE22 RSUs and TYE22 PSUs; and
- Set the percentage target for long-term incentive compensation that is variable, at risk, and aligned with stockholder interests at 150%.

In March 2023, the Committee recommended, and the Board approved, a TYE22 STIP payout for Ms. Whalen in the amount of \$272,576, which represented 114% of her target opportunity under the TYE22 STIP.



TYE22 Performance Results

In March 2023, the Committee, together with the Audit Committee, certified the Company's performance with respect to the STIP Adjusted EBITDA and safety performance metrics of the TYE22 STIP and each Named Executive Officer's achievement of individual strategic goals. The table below sets forth Threshold, Target, Stretch and actual for the financial and safety performance metrics.

TYE22 STIP

Performance Metric	Actual Result for Applicable Performance Period	Threshold	Target (100%)	Stretch (200%)	Payout (as a % of Target)
STIP Adjusted EBITDA (50%)	\$101.5 million	\$85.7 million	\$100.7 million	\$122.2 million	103.9%
Safety (25%)					
ICAO Air Accident ⁽¹⁾	See Below for a Description of the ICAO Air Accident Performance Calculation				100%
Lost Time Incident Severity Rate ("LTISR")	2.16	6.4	5.1	4.1	200%
Individual Strategic Goals (25%)	100% ⁽²⁾	Forfeited if 75.8% of the Threshold performance level for the STIP Adjusted EBITDA performance metric is not achieved.			100%

(1) See description below for the calculation of the ICAO Air Accident performance metric in Transition Year Ended 2022. Any fatality would have resulted in elimination of the complete safety incentive for the Transition Year Ended 2022.

(2) Average performance level of our Named Executive Officers with respect to the applicable Individual Strategic Goals.

In the second quarter of Transition Year Ended 2022, the Company experienced a non-fatal air accident as determined under the industry known ICAO classification. Performance under the ICAO AA performance metric is measured independently on a quarterly basis. As such, each quarter during Transition Year Ended 2022 the Named Executive Officers had the opportunity to earn 33.33% of the total ICAO AA performance metric in the event of zero air accidents during such quarter. The ICAO AA performance metric is subject to a modifier of an additional (i) 50% of the amount earned in the event of one non-fatal air accident during the nine-month performance period; or (ii) 100% of the amount earned in the event of zero air accidents during the nine-month performance period. The foregoing modifier is applied at the conclusion of the Transition Year Ended 2022.

As a result of the non-fatal air accident in the second quarter of Transition Year Ended 2022, the Named Executive Officers earned 66.66% of the ICAO AA performance metric (33.33% in each of the first and third quarters of Transition Year Ended 2022), which was then subject to the 50% modifier described above, resulting in an ICAO AA performance metric of 100% (150% of 66.66%) in Transition Year Ended 2022.



Long-Term Incentive Program

Transition Year Ended 2022 Equity Awards

In Transition Year Ended 2022, the Committee approved equity awards to the Named Executive Officers comprised of TYE22 RSUs (50%), TYE22 RTSR PSUs (25%) and TYE22 Cash ROIC PSUs (25%).

The aggregate target grant date values of the annual equity awards described above for each Named Executive Officer were as follows:

Named Executive Officer	TYE22 RSUs	TYE22 RTSR PSUs	TYE22 Cash ROIC PSUs
Christopher S. Bradshaw	\$1,439,999	\$719,999	\$719,999
Alan Corbett	\$282,953	\$141,447	\$141,477
David F. Stepanek	\$399,996	\$199,983	\$200,013
Jennifer D. Whalen	\$322,492	\$161,245	\$161,246
Crystal L. Gordon	\$300,004	\$149,973	\$150,002

RTSR PSUs

The TYE22 RTSR PSUs cliff vest at the conclusion of the three-year performance period ending on March 31, 2025, subject to the Named Executive Officer's continued service through the vesting date, and are based on the RTSR attained during the performance period. The TYE22 RTSR PSU achievement can range from 0% to 200% of target based on relative performance against companies in the PHLX Oil Service Index (the "OSX Index"). Payouts are generally determined by multiplying the target number of TYE22 RTSR PSUs by an adjustment percentage based on the RTSR percentile performance of the Company, as set forth in the following table. No payout will be made if performance is below the 25th percentile.

Performance Level	Percentile Rank Relative to Peers	Payout % of Target ⁽¹⁾⁽²⁾
Maximum	≥ 75th	200%
Target	50th	100%
Threshold	25th	50%
Below Threshold	< 25th	0%

(1) Payout would be interpolated on a linear basis for performance between levels of achievement.

(2) Payouts would be capped at Target performance level in the event of negative total stockholder return ("TSR") performance, regardless of percentile ranking relative to the peers.

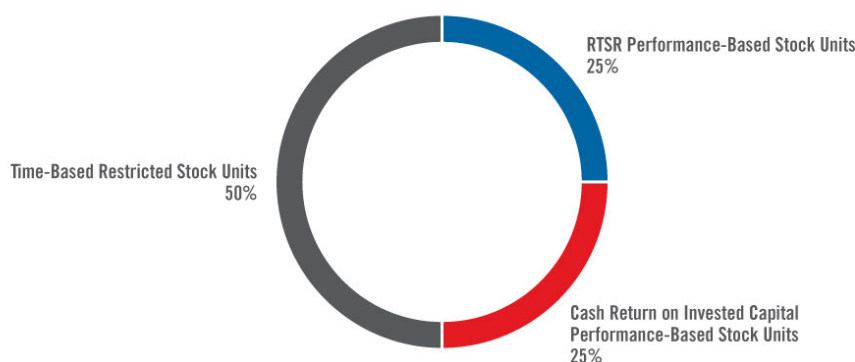
Cash ROIC PSUs

The Cash ROIC metric will be measured in one-third increments over a three-year period and is designed to focus Named Executive Officers on the efficient use of capital by promoting discipline in capital allocation decisions. See Appendix A for a calculation of Cash ROIC, which is a supplemental measure not calculated in accordance with generally accepted accounting principles in the United States (GAAP).

The Cash ROIC is denominated in PSUs, each of which is equivalent to one share of Common Stock. The percentage of such number of TYE22 Cash ROIC PSUs that become payable at the end of the applicable performance period depends on the Company's absolute Cash ROIC during the relevant annual performance periods.



Transition Year Ended 2022 Long-Term Incentive Award Mix at Grant Date



Summary of Outstanding Performance Awards

Each PSU award features a three-year performance period resulting in overlapping awards that, in aggregate, cover a five-year period. Other than the FY21 PSUs, the potential payout for each PSU award ranges from 0 to 200 percent. Performance under the FY21 PSUs are tied to achievement of stock appreciation, which is measured each year on June 12th over the three-year performance period.

Award	Performance Period	Performance Measures and Weight	Potential Payouts ⁽¹⁾	Earned	Vest Date		
					2023	2024	2025
2020-2022 PSUs	3 Year June 12, 2020 to June 12, 2023	Target volume weighted average price per share over the 120-day period immediately preceding each of June 12, 2021, June 12, 2022, and June 12, 2023	100%	1/3 at 0% for period ended June 12, 2022	June 12, 2023		
2021-2023 PSUs	3 Year April 1, 2021 to March 31, 2024	50% RTSR 50% Cash ROIC	RTSR: 0-200% with Payout Caps ⁽²⁾⁽³⁾⁽⁴⁾ Cash ROIC: 0-200%	Cash ROIC: 1/3 at 65% for fiscal year 2022	March 31, 2024 ⁽³⁾		
2022-2024 PSUs	3 Year April 1, 2022 to March 31, 2025	50% RTSR 50% Cash ROIC	RTSR: 0-200% with Payout Caps ⁽²⁾⁽³⁾⁽⁴⁾ Cash ROIC: 0-200%			March 31, 2025 ⁽³⁾	

(1) The performance of each PSU award will be measured and determined at the end of the performance period.

(2) RTSR PSUs cliff vest at the conclusion of the three-year performance period ending on the third anniversary of the grant date, subject to the Named Executive Officer's continued service through the vesting date, and are based on the RTSR attained during the performance period.

(3) Payout would be capped at target in the event of negative TSR, regardless of percentile rank relative to the peers.

(4) Certification of the results of each performance metric may cause the vesting date to be extended in accordance with the terms of each PSU agreement.



Other Compensation Components

Perquisites

We generally do not provide perquisites to the Named Executive Officers that are different from the perquisites available to all of the Company's employees broadly. In May 2022, the Committee recommended, and the Board approved, a new health and wellness program for our Named Executive Officers (the "NEO Wellness Program"). Under the NEO Wellness Program, Named Executive Officers are eligible to receive a comprehensive wellness examination through an approved provider. These wellness visits promote employee well-being and enable the Named Executive Officers to take appropriate steps in the event of illness or a medical condition that may impact his or her ability to perform his or her duties.

For additional information regarding perquisites, see "Director and Executive Officer Compensation – Summary Compensation Table."

Employment Agreements and Change in Control and Severance Arrangements

The Committee does not believe fixed-term executive employment agreements that guarantee minimum levels of compensation over multiple years enhance stockholder value. Accordingly, none of our Named Executive Officers has an employment agreement.

The Company provides the Named Executive Officers with certain severance benefits, including severance payment(s) in connection with a change in control. The Committee believes that providing severance benefits is necessary to attract and retain the talent key to the Company's long-term success. Further, the Committee believes that providing severance payment(s) in connection with a change in control establishes a sense of stability in the event of transactions that may create uncertainty regarding future employment and maximizes stockholder value by encouraging the Named Executive Officers to objectively review any proposed transaction to determine whether such proposal is in the best interest of our stockholders, irrespective of whether or not the Named Executive Officer will continue to be employed post-transaction.

Change in Control and Severance Arrangements

Equity Incentive Plans

Pursuant to the terms of the applicable award agreements, performance-based stock units, stock options, restricted stock and restricted stock units granted under the Company's 2021 Equity Incentive Plan, the Era Group Inc. 2012 Share Incentive Plan and the Bristow Group Inc. 2019 Management Incentive Plan vest upon the death, qualified retirement or termination without "cause" of the employee, or upon the occurrence of a change in control of the Company. However, unvested awards are generally forfeited if the employee is terminated with "cause" or resigns without "good reason."

Severance Plan

Following the Merger, the Committee elected to terminate the Era Group Inc. Severance Plan (the "Era Severance Plan"). The severance benefits provided under the Era Severance Plan lapsed on June 11, 2022 for all of the Named Executive Officers other than Mr. Corbett, who remained subject to severance protections under the Amended and Restated 2019 Management Severance Benefits Plan for U.S. Employees adopted by Old Bristow effective as of October 31, 2019 (the "Old Bristow Severance Plan") and a separate participation agreement to the Old Bristow Severance Plan.



In order (i) to address the lapse of the Era Severance Plan, (ii) to address protections in the participation agreements preventing amendments to the Old Bristow Severance Plan that would adversely impact certain participants during the three-year period following October 31, 2019 and (iii) to ensure that all Named Executive Officers are subject to severance protections, the Board approved, at the Committee's recommendation, the Bristow Group Inc. Senior Executive Severance Plan effective as of October 20, 2022 (our "Severance Plan"; unless otherwise defined in this Proxy Statement, each capitalized term in the remainder of this section entitled "Severance Plan" and the section entitled "Potential Payments upon Termination or in Connection with a Change in Control" on page 60 shall have the meaning set forth in our Severance Plan), which provides severance benefits to certain key employees, who are categorized into tiers. Mr. Bradshaw is a Tier 1 participant and each of our other actively serving Named Executive Officers is a Tier 2 participant under our Severance Plan.

Our Severance Plan provides participants with the following severance benefits in the event of any termination by the Company without Cause or by the participant for Good Reason (each, a "Qualifying Termination") not in connection with a Change in Control of the Company: (i) either two times (Tier 1 participant) or one times (Tier 2 participant) Base Salary, payable over either 24 months (Tier 1 participant) or 12 months (Tier 2 participant) post-termination; (ii) pro-rata Target Annual Bonus for the fiscal year of termination; (iii) subsidized COBRA coverage for up to 18 months post-termination (provided that such coverage will cease upon the earlier of (a) the participant becomes ineligible for COBRA coverage and (b) the participant becomes eligible for healthcare benefits through a subsequent employer); and (iv) outplacement services not to exceed the earlier of (a) 24 months post-termination and (b) the date on which a participant accepts an offer of full-time employment from a subsequent employer, in each case such outplacement services not to exceed \$25,000.

Our Severance Plan provides participants with the following severance benefits for a Qualifying Termination that occurs during any period that begins with a Potential Change in Control and ends 24 months following a Change in Control of the Company (the "Change in Control Protection Period"): (i) a lump sum payment equal to the sum of (a) either three times (Tier 1 participant) or 1.5 times (Tier 2 participant) the sum of Base Salary and Target Annual Bonus and (b) an amount equal to the cost of COBRA coverage for 18 months post-termination; (ii) pro-rata Target Annual Bonus for the fiscal year of termination; and (iii) outplacement services for either 24 months post-termination (Tier 2 participants) or until the end of the second calendar year following the calendar year in which a Qualifying Termination occurs (Tier 1 participants), in each case such outplacement services not to exceed \$25,000 and not to extend past the date on which a participant accepts an offer of full-time employment from a subsequent employer.

Our Severance Plan also subjects participants to restrictive covenants as a condition of participating therein, with such covenants consisting of the following: (i) non-solicitation and non-compete for (a) 12 months following a Qualifying Termination not in connection with a Change in Control or (b) either 24 months (Tier 1 participant) or 18 months (Tier 2 participant) following a Qualifying Termination during the Change in Control Protection Period and (ii) perpetual confidentiality and non-disparagement.

Other Benefits

Executive officers are eligible to participate, with other employees, in various employee benefit plans, including paid time off, medical, dental and disability insurance plans and a 401(k) plan. The Committee exercises no discretion over this participation.



Executive Compensation Program Governance

Risk Management

The Committee carefully considers the relationship between risk and our overall compensation policies, programs and practices for Named Executive Officers and other employees. The Committee continually monitors the Company's general compensation practices, specifically the design, administration and assessment of our incentive plans, to identify any components, measurement factors or potential outcomes that might create an incentive for excessive risk-taking detrimental to the Company.

The Committee has determined that the Company's compensation plans and policies do not encourage excessive risk-taking. The foregoing conclusion is based upon the risk mitigation factors outlined below, together with the general design of the executive compensation program, which utilizes a mix of pay elements (base salary, STIP, PSUs, and restricted stock units ("RSUs")) and short-term and long-term compensation plans that balance risk through the delayed payment of long-term awards. Multiple performance measures are included in the executive compensation program and maximum caps are in place for incentive compensation. Further, the Committee has the ability to apply negative discretion.

Stock Ownership Guidelines and Ongoing Holding Requirements for Officers

Our Board has adopted Stock Ownership Guidelines for officers at the Vice President level or higher. Each officer subject to the Stock Ownership Guidelines is expected to hold or have held Company stock, including unvested restricted stock or unvested restricted stock units, with a value equal to a multiple of their base salary as follows:

Officer Share Ownership Guidelines

Officers	Holding Requirement
CEO	5x annual base salary
Executive Vice President	3x annual base salary
Chief Operating Officer	2x annual base salary
Senior Vice President	2x annual base salary
Vice President	1x annual base salary

An officer who does not meet the minimum holding requirement may not sell any shares of our Common Stock until he or she meets the holding requirement and would continue to meet the holding requirement following any such sale. Unvested performance-based stock awards and performance-based stock units do not count toward satisfaction of the Stock Ownership Guidelines. Officers subject to the Stock Ownership Guidelines are expected to comply within five years from the later of the initial effective date of the guidelines (June 1, 2021) or the date the individual is named to a participating position (or a higher holding requirement, if applicable). All of the actively serving Named Executive Officers are on track to meet the holding requirement within the applicable five-year period.

The Stock Ownership Guidelines effectively require that our officers, subject to the coming years' requirements, hold as a group approximately \$10.1 million of Company stock, including unvested restricted stock or unvested restricted stock units.

Clawback Policy

The Committee has adopted a robust policy of recoupment of compensation in certain circumstances that applies to each executive officer of the Company. The policy authorizes the Company to recover certain excess benefits received under awards in the event the Company issues a restatement of its financial statements due to its material noncompliance with financial reporting requirements under U.S. securities laws, regardless of whether the executive officer engaged in misconduct or otherwise caused or contributed to the requirement for the restatement. The Committee intends to update or



supplement our policy as necessary to comply with final listing standards when adopted by the NYSE to implement the provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act relating to recoupment of incentive-based compensation.

Insider Trading Policy

Our Insider Trading Policy, which applies to our directors, employees and employees of our consolidated employees, together with their family members and controlled entities (collectively, “Insiders”), prohibits Insiders from buying or selling Company securities when in possession of material nonpublic information and during other blackout periods. Any sale or purchase of common stock by directors, executive officers, and all other senior leaders must be made during pre-established periods. Directors and executive officers must also receive pre-clearance from the Compliance Committee prior to any sale, purchase or making of a bona fide gift (as established under the Insider Trading Policy) or pursuant to a pre-approved and pre-established Rule 10b5-1 Plan.

Hedging and Pledging Policies

Pursuant to our Insider Trading Policy, Insiders are prohibited from holding any Company stock in a margin account or engaging in any transaction that would have the effect of hedging the economic risk of ownership of their Company stock, unless such transactions are cleared in advance by the Compliance Committee. Insiders may only pledge Company stock if (i) such pledged Company stock represents less than 5% of the outstanding Company stock and (ii) such pledges are approved in advance by the Compliance Committee. Insiders are not permitted to hold Company stock in margin accounts.

Tax Consideration for Pay

Section 162(m) of the Internal Revenue Code generally limits the tax deductibility of compensation paid to the Chief Executive Officer and other covered officers to \$1 million in any taxable year. Thus, while an exception exists for certain arrangements in place as of November 2, 2017, we generally will not be able to take a deduction for any compensation paid to our NEOs in excess of \$1 million. While the Committee considers this limitation on tax deductibility, its decisions regarding executive compensation are determined based on the philosophy and factors described in this CD&A.



COMPENSATION COMMITTEE REPORT ON EXECUTIVE COMPENSATION

The Compensation Committee has reviewed and discussed the above Compensation Discussion and Analysis with management. Based on such review and discussions, the Compensation Committee recommended to our Board of Directors that the Compensation Discussion and Analysis be included in this Proxy Statement for the 2023 Annual Meeting of Stockholders and incorporated by reference into the Transition Report on Form 10-KT for the nine-month transition period ended December 31, 2022.

Respectfully submitted,

The Compensation Committee

Wesley E. Kern, Chair

Lorin L. Brass

General Maryanne Miller, Ret.

Christopher A. Pucillo

The foregoing report shall not be deemed incorporated by reference by any general statement or reference to this Proxy Statement into any filing under the Securities Act of 1933, as amended (the "Securities Act"), or under the Exchange Act, except to the extent that the Company specifically incorporates this information by reference therein, and shall not otherwise be deemed filed under those Acts.



DIRECTOR AND EXECUTIVE OFFICER COMPENSATION

Summary Compensation Table

The following table provides information about the compensation of each of our Named Executive Officers for the stub period for the nine months ended December 31, 2022 (indicated as “TYE22”), the fiscal years ended March 31, 2022 and March 31, 2021, and the stub period for the three months ended March 31, 2020 (indicated as “SP”):

Name & Principal Position	Fiscal Year ⁽¹⁾	Salary (\$)	Bonus (\$)	Stock Awards ⁽²⁾ (\$)	Option Awards ⁽²⁾ (\$)	Non-Equity Incentive Plan Compensation ⁽³⁾ (\$)	All Other Compensation ⁽⁴⁾ (\$)	Total (\$)
	TYE22	542,466	—	3,077,047	—	931,231	19,215	4,569,959
Christopher S. Bradshaw President and Chief Executive Officer	2022	720,000	—	2,660,921	—	1,015,875	19,011	4,415,807
	2021	720,000	—	644,164	915,830	829,586	20,244	3,129,824
	SP	172,801	—	845,796	—	221,532	17,100	1,257,229
	TYE22	273,600	—	604,589	—	238,430	34,529	1,151,148
Alan Corbett⁽⁵⁾ Chief Operating Officer, Government Services	2022	363,142	—	665,716	—	297,159	50,357	1,376,374
	2021	363,142	300,000	32,211	45,795	213,975	43,000	998,123
	TYE22	301,370	—	854,725	—	275,920	19,623	1,451,638
David F. Stepanek Executive VP, Chief Transformation Officer	2022	400,000	—	844,744	—	302,600	18,661	1,566,005
	2021	400,000	260,000	128,836	183,170	225,159	57,232	1,254,397
	SP	79,563	144,000	487,645	—	51,000	3,200	765,408
	TYE22	318,959	—	689,114	—	272,576	19,786	1,300,435
Jennifer D. Whalen Sr. VP, Chief Financial Officer	2022	400,000	—	633,556	—	276,188	23,804	1,333,548
	2021	380,000	—	286,308	169,872	203,177	12,508	1,051,865
	SP	77,077	—	226,349	—	49,407	17,100	369,933



Name & Principal Position	Fiscal Year ⁽¹⁾	Salary (\$)	Bonus (\$)	Stock Awards ⁽²⁾ (\$)	Option Awards ⁽²⁾ (\$)	Non-Equity Incentive Plan Compensation ⁽³⁾ (\$)	All Other Compensation ⁽⁴⁾ (\$)	Total (\$)
Crystal L. Gordon	TYE22	234,521	—	641,025	—	234,521	18,712	1,128,779
Former Sr. VP, General Counsel, Head of Government Affairs, and Corporate Secretary	2022	400,000	—	633,556	—	375,090	14,901	1,423,547
	2021	380,000	—	90,186	128,220	299,338	37,788	935,532
	SP	93,238	—	325,978	—	79,688	9,488	508,392

(1) Amounts shown for TYE22 reflect the period beginning on April 1, 2022 and ending on December 31, 2022.

(2) The amount shown is the aggregate grant date fair value computed in accordance with FASB ASC Topic 718. A discussion of the policies used in the calculation of grant date fair values is set forth in Note 13 to the consolidated financial statements of our Transition Report on Form 10-KT filed with the SEC on March 9, 2023. The amounts shown may not correspond to the actual value that will be recognized by the NEO.

(3) For TYE22, represents amounts paid by the Company under the TYE22 STIP based on the achievement of certain Company performance measures during TYE22. In the case of Ms. Gordon, the Company paid \$234,521, which amount is equal to the prorated amount of her TYE22 STIP grant at Target performance level for the period from April 1, 2022 to October 31, 2022. For additional information, please see “Compensation Discussion and Analysis — Short-Term Annual Incentive Program” above.

(4) Includes for TYE22:

	Mr. Bradshaw	Mr. Corbett	Mr. Stepanek	Ms. Whalen	Ms. Gordon
Company 401(k) Contribution	\$11,654	—	\$14,608	\$14,608	\$14,608
Company Paid Life and Disability Insurance	\$7,561	\$484	\$5,015	\$5,178	\$4,104
U.K. Defined Contribution Scheme^(a)	—	\$34,045	—	—	—
Total	\$19,215	\$34,529	\$19,623	\$19,786	\$18,712

(a) Mr. Corbett participates in a defined contribution scheme in which the Company made contributions in the amount of £28,302 during TYE22. The USD amount of such contributions is based on an exchange ratio of 1 GBP to 1.20 USD, being the foreign exchange rate as of December 31, 2022.

(5) Mr. Corbett was not an NEO prior to fiscal year 2021 and, therefore, his compensation is not disclosed for any prior periods.



Grants of Plan-Based Awards

The following table sets forth information concerning grants of awards to each of our Named Executive Officers under the long-term incentive program during Transition Year Ended 2022:

Grants of Plan-Based Awards for Transition Year Ended 2022

Name	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards			Estimated Future Payouts Under Equity Incentive Plan Awards			All Other Stock Awards: Number of Shares of Stock or Units (#)	Grant Date Fair Value of Stock and Option Awards ⁽¹⁾ (\$)
		Threshold (\$)	Target (\$)	Maximum (\$)	Threshold (#)	Target (#)	Maximum (#)		
Mr. Bradshaw	June 1, 2022 ⁽²⁾	254,281	813,699	1,627,397	—	—	—	—	—
	June 1, 2022 ⁽³⁾	—	—	—	—	—	—	50,332	1,439,999
	June 1, 2022 ⁽⁴⁾	—	—	—	12,583	25,166	50,332	—	719,999
	June 1, 2022 ⁽⁵⁾	—	—	—	12,583	25,166	50,332	—	917,049
Mr. Corbett	June 1, 2022 ⁽²⁾	64,125	205,200	410,400	—	—	—	—	—
	June 1, 2022 ⁽³⁾	—	—	—	—	—	—	9,890	282,953
	June 1, 2022 ⁽⁴⁾	—	—	—	2,472	4,945	9,890	—	141,476
	June 1, 2022 ⁽⁵⁾	—	—	—	2,472	4,944	9,888	—	180,159
Mr. Stepanek	June 1, 2022 ⁽²⁾	75,342	241,096	482,192	—	—	—	—	—
	June 1, 2022 ⁽³⁾	—	—	—	—	—	—	13,981	399,996
	June 1, 2022 ⁽⁴⁾	—	—	—	3,495	6,991	13,982	—	200,013
	June 1, 2022 ⁽⁵⁾	—	—	—	3,495	6,990	13,980	—	254,716
Ms. Whalen	June 1, 2022 ⁽²⁾	74,756	239,219	478,438	—	—	—	—	—
	June 1, 2022 ⁽³⁾	—	—	—	—	—	—	11,272	322,492
	June 1, 2022 ⁽⁴⁾	—	—	—	2,818	5,636	11,272	—	161,246
	June 1, 2022 ⁽⁵⁾	—	—	—	2,818	5,636	11,272	—	205,376



Name	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards			Estimated Future Payouts Under Equity Incentive Plan Awards			All Other Stock Awards: Number of Shares of Stock or Units (#)	Grant Date Fair Value of Stock and Option Awards ⁽¹⁾ (\$)
		Threshold (\$)	Target (\$)	Maximum (\$)	Threshold (#)	Target (#)	Maximum (#)		
Ms. Gordon ⁽⁶⁾	June 1, 2022 ⁽²⁾	94,178	301,370	602,740	—	—	—	—	—
	June 1, 2022 ⁽³⁾	—	—	—	—	—	—	10,486	300,004
	June 1, 2022 ⁽⁴⁾	—	—	—	2,621	5,243	10,486	—	150,002
	June 1, 2022 ⁽⁵⁾	—	—	—	2,621	5,242	10,484	—	191,018

- (1) These amounts represent the grant date fair value of TYE22 RSUs, TYE22 RTSR PSUs and TYE22 Cash ROIC PSUs granted to each NEO during Transition Year Ended 2022 as computed in accordance with FASB ASC Topic 718. A discussion of the policies used in the calculation of grant date fair values is set forth in Note 13 to the consolidated financial statements of our Transition Report on Form 10-KT filed with the SEC on March 9, 2023. The amounts shown may not correspond to the actual value that will be recognized by the NEO.
- (2) Represents the amounts of annual cash incentive that may have become payable to each NEO for performance under the TYE22 STIP at Threshold, Target and Stretch performance levels. Ms. Whalen's annual cash incentive amounts under the TYE22 STIP were prorated based on her base salary of \$400,000 for the period from April 1, 2022 to May 31, 2022 and \$430,000 for the period from June 1, 2022 to December 31, 2022.
- (3) The TYE22 RSUs granted on June 1, 2022 with three-year ratable vesting.
- (4) The TYE22 Cash ROIC PSUs may be earned in one-third increments based on performance against a one-year Cash ROIC performance goal for each of the period from April 1, 2022 through March 31, 2023, the period from April 1, 2023 through March 31, 2024 and the period from April 1, 2024 through March 31, 2025. All earned TYE22 Cash ROIC PSUs cliff vest at the third anniversary of the grant date, subject to the NEO's continued service through the vesting date.
- (5) The TYE22 RTSR PSUs cliff vest at the conclusion of the three-year performance period ending on the third anniversary of the grant date, subject to the NEO's continued service through the vesting date, and are based on the RTSR attained during the performance period.
- (6) Ms. Gordon's annual cash incentive, unvested TYE22 RSUs, TYE22 RTSR PSUs and TYE22 Cash ROIC PSUs were forfeited in full per their terms in connection with her resignation from her position with the Company, effective October 31, 2022. In connection with her resignation, Ms. Gordon received an award of \$234,521, which is equal to the prorated portion of her annual cash incentive under the TYE22 STIP at Target performance level for the period from April 1, 2022 to October 31, 2022.

Narrative Disclosure to Summary Compensation Table and Grants of Plan-Based Awards Table

The Committee does not believe fixed-term executive employment contracts that guarantee minimum levels of compensation over multiple years enhance stockholder value. None of our Named Executive Officers has an employment agreement.

For a discussion of the compensation elements provided to our Named Executive Officers, including base salary, STIP awards and long-term incentive awards, see "Analysis of Executive Officer Compensation" in the Compensation Discussion and Analysis.



Outstanding Equity Awards at Fiscal Year-End

The following table sets forth information concerning unexercised stock options and unvested restricted stock of each of our actively serving Named Executive Officers:

Outstanding Equity Awards at Transition Year-End – December 31, 2022

Name	Grant Date	Option Awards				Stock Awards			
		Number of Securities Underlying Unexercised Options Exercisable (#)	Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested ⁽¹⁾ (\$)	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested ⁽²⁾ (#)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested ⁽¹⁾ (\$)
Mr. Bradshaw	3/19/13 ⁽³⁾	13,333	—	61.44	3/19/23	—	—	—	—
	3/19/15 ⁽³⁾	20,000	—	63.78	3/19/25	—	—	—	—
	3/9/20 ⁽⁴⁾	—	—	—	—	18,212	494,092	—	—
	6/17/20 ⁽³⁾	—	83,333	15.76	6/12/30	—	—	—	—
	6/17/20 ⁽⁵⁾	—	—	—	—	—	—	27,783	753,753
	6/1/21 ⁽⁶⁾	—	—	—	—	30,118	817,101	—	—
	8/3/21 ⁽⁷⁾	—	—	—	—	—	—	22,589	612,840
	8/3/21 ⁽⁷⁾	—	—	—	—	—	—	22,588	612,812
	6/1/22 ⁽⁶⁾	—	—	—	—	50,332	1,365,507	—	—
	6/1/22 ⁽⁷⁾	—	—	—	—	—	—	25,166	682,754
	6/1/22 ⁽⁷⁾	—	—	—	—	—	—	25,166	682,754
Mr. Corbett	11/6/19 ⁽⁸⁾	4,863	1,622	29.84	—	—	—	—	—
	11/6/19 ⁽⁹⁾	—	20,185	14.01	—	—	—	—	—
	11/6/19 ⁽¹⁰⁾	—	—	—	—	10,001	271,327	—	—
	6/12/20 ⁽³⁾	—	4,167	15.76	6/12/30	—	—	—	—
	6/17/20 ⁽⁵⁾	—	—	—	—	—	—	1,389	37,684
	6/1/21 ⁽⁶⁾	—	—	—	—	7,536	204,452	—	—
	8/3/21 ⁽⁷⁾	—	—	—	—	—	—	5,651	153,312
	8/3/21 ⁽⁷⁾	—	—	—	—	—	—	5,651	153,312
	6/1/22 ⁽⁶⁾	—	—	—	—	9,890	268,316	—	—
	6/1/22 ⁽⁷⁾	—	—	—	—	—	—	4,945	134,158
	6/1/22 ⁽⁷⁾	—	—	—	—	—	—	4,944	134,131



Name	Grant Date	Option Awards				Stock Awards			
		Number of Securities Underlying Options Exercisable (#)	Number of Securities Underlying Options Unexercisable (#)	Option Exercise Price (\$)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested ⁽¹⁾ (\$)	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested ⁽²⁾ (#)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested ⁽¹⁾ (\$)
Mr. Stepanek	3/9/20 ⁽⁴⁾	—	—	—	—	5,031	136,491	—	—
	6/17/20 ⁽³⁾	—	16,667	15.76	6/12/30	—	—	—	—
	6/17/20 ⁽⁵⁾	—	—	—	—	—	—	5,557	150,761
	6/1/21 ⁽⁶⁾	—	—	—	—	9,562	259,417	—	—
	8/3/21 ⁽⁷⁾	—	—	—	—	—	—	7,171	194,549
	8/3/21 ⁽⁷⁾	—	—	—	—	—	—	7,171	194,549
	6/1/22 ⁽⁶⁾	—	—	—	—	13,981	379,305	—	—
	6/1/22 ⁽⁷⁾	—	—	—	—	—	—	6,991	189,666
	6/1/22 ⁽⁷⁾	—	—	—	—	—	—	6,990	189,639
Ms. Whalen	3/9/20 ⁽⁴⁾	—	—	—	—	4,874	132,232	—	—
	9/16/20 ⁽³⁾	—	11,667	24.54	6/12/30	—	—	—	—
	9/16/20 ⁽⁵⁾	—	—	—	—	—	—	3,889	105,509
	6/1/21 ⁽⁶⁾	—	—	—	—	7,172	194,576	—	—
	8/3/21 ⁽⁷⁾	—	—	—	—	—	—	5,378	145,905
	8/3/21 ⁽⁷⁾	—	—	—	—	—	—	5,378	145,905
	6/1/22 ⁽⁶⁾	—	—	—	—	11,272	305,809	—	—
	6/1/22 ⁽⁷⁾	—	—	—	—	—	—	5,636	152,905
	6/1/22 ⁽⁷⁾	—	—	—	—	—	—	5,636	152,905

(1) Calculated by multiplying the number of shares of units of stock that have not vested by the closing price of the Common Stock as reported on the NYSE on December 30, 2022 of \$27.13.

(2) Represents the number of PSUs outstanding based on the achievement of the Target level of performance conditions.

(3) Options granted on March 19, 2013 with a four-year ratable vesting. Options granted on March 19, 2015 with a three-year vesting schedule, comprised of 50% in the first year and 25% in each of the second and third years. Options granted on June 17, 2020 or September 16, 2020, as applicable, with a three-year cliff vesting become fully exercisable on June 12, 2023.

(4) Restricted Stock Units granted on March 9, 2020 with a three-year ratable vesting.

(5) FY21 PSUs granted on June 17, 2020 or September 16, 2020, as applicable, subject to a three-year performance period ending on June 12, 2023, where each one-third (1/3) of the FY21 PSUs may be earned subject to the achievement of a target volume weighted average price per share of our Common Stock over the 120-day period immediately preceding each of June 12, 2021, June 12, 2022, and June 12, 2023. All earned FY21 PSUs will vest on June 12, 2023, subject to the grantee's continued employment.

(6) Restricted Stock Units granted on June 1, 2021 with a three-year ratable vesting.

(7) TYE22 PSUs granted on August 3, 2021 reflecting 50% of the grant date target value split evenly between PSUs earned based on RTSR and Cash ROIC. The TYE22 RTSR PSUs have a three-year cliff vest. The TYE22 Cash ROIC PSUs are earned in annual one-third increments over a three-year period. The earned TYE22 Cash ROIC PSUs cliff vest at the third anniversary of the grant date, subject to the NEO's continued service through the vesting date.



- (8) Options related to Old Bristow common stock granted on November 6, 2019 with a four year vesting schedule, comprised of four equal annual installments beginning on November 1, 2020, subject to the NEO's continued service through the vesting date.
- (9) Options related to Old Bristow preferred stock granted on November 6, 2019 with a four year vesting schedule, comprised of four equal annual installments beginning on November 1, 2020, subject to the NEO's continued service through the vesting date. The vested Options will become exercisable on the thirtieth day following the first to occur of (i) a Change in Control (as defined in the Bristow Group Inc. 2019 Management Incentive Plan and (ii) October 31, 2025.
- (10) Restricted Stock Units granted on November 6, 2019 with a four-year vesting schedule, comprised of four equal annual installments beginning on November 1, 2020, subject to the NEO's continued service through the vesting date. The Restricted Stock Units will settle on the thirtieth day following the first to occur of (i) a Change in Control (as defined in the Bristow Group Inc. 2019 Management Incentive Plan) of the Company and (ii) October 31, 2025.



Option Exercises and Stock Vested

The following table sets forth information concerning exercises of stock options and vesting of restricted stock of each of our Named Executive Officers during Transition Year Ended 2022:

Option Exercises and Stock Vested – Transition Year Ended 2022

Name	Option Awards		Stock Awards ⁽¹⁾	
	Number of Shares Acquired on Exercise (#)	Value Realized on Exercise (\$)	Number of Shares Acquired on Vesting (#)	Value Realized on Vesting (\$)
Mr. Bradshaw	—	—	9,283	265,587
Mr. Corbett	—	—	1,958	56,018
Mr. Stepanek	—	—	3,616	103,454
Ms. Whalen	—	—	2,281	65,259
Ms. Gordon	—	—	2,246	64,258

- (1) The value realized on vesting is determined by multiplying the number of shares vesting by the closing price of our common stock on the NYSE on the vesting date. Shares vested on various dates throughout the year. The value listed represents the aggregate value of all shares that vested for each NEO in Transition Year Ended 2022. In each case, the number of shares acquired at vesting and the value realized at vesting reflect any reduction in vested shares or value realized associated with the withholding, sale or cancellation of shares to cover associated tax liability.



Potential Payments upon Termination or in Connection with a Change in Control

The Committee believes that the severance benefits offered to eligible employees, including the Named Executive Officers, pursuant to our Severance Plan (as discussed in “Change in Control and Severance Arrangements” above) are reasonable given their positions and the service they render for the Company.

If any of Messrs. Bradshaw, Corbett or Stepanek’s or Ms. Whalen’s employment had been terminated by a Qualifying Termination on December 30, 2022 without connection to a Change in Control of the Company, subject to the Named Executive Officer’s execution and non-revocation of claims and continued compliance with the restrictive covenants described below, he or she would have been entitled to (i) either two times (in the case of Mr. Bradshaw) or one times (in the case of all other actively serving Named Executive Officers) Base Salary, payable over either 24 months (in the case of Mr. Bradshaw) or 12 months (in the case of all other Named Executive Officers) post-termination; (ii) pro-rata Target Annual Bonus for Transition Year Ended 2022; (iii) subsidized COBRA coverage for up to 18 months post-termination; and (iv) outplacement services not to exceed \$25,000.

Ms. Gordon departed the Company on October 31, 2022. In connection with her resignation, Ms. Gordon received an award of \$234,521, which is equal to the prorated portion of her annual cash incentive under the TYE22 STIP at Target performance level for the period from April 1, 2022 to October 31, 2022.

Our Severance Plan also subjects participants to restrictive covenants as a condition of participating therein, with such covenants consisting of the following: (i) non-solicitation and non-compete for (a) 12 months following a Qualifying Termination not in connection with a Change in Control or (b) either 24 months (Tier 1 participant) or 18 months (Tier 2 participant) following a Qualifying Termination during the Change in Control Protection Period and (ii) perpetual confidentiality and non-disparagement.

Pursuant to the terms of the applicable award agreements, performance-based stock units, stock options, restricted stock and restricted stock units granted under the Company’s 2021 Equity Incentive Plan, the Era Group Inc. 2012 Share Incentive Plan and the Bristow Group Inc. 2019 Management Incentive Plan vest upon the death, qualified retirement or termination without “cause” of the employee, or upon the occurrence of a change in control of the Company. However, unvested awards are generally forfeited if the employee is terminated with “cause” or resigns without “good reason.”

The amounts set forth below are the amounts that our actively serving Named Executive Officers would have been paid pursuant to a Qualifying Termination without connection to a Change in Control event on December 30, 2022.

	Salary Multiple ⁽¹⁾ (\$)	Target Annual Bonus (Pro-rated) ⁽²⁾ (\$)	Vesting of Equity Awards ⁽³⁾ (\$)	Extended Health and other Benefits ⁽⁴⁾ (\$)	Total (\$)
Mr. Bradshaw	1,440,000	810,000	5,460,351	61,000	7,771,351
Mr. Corbett	363,142	204,267	607,033	37,000	1,211,442
Mr. Stepanek	400,000	240,000	1,300,121	61,000	2,001,121
Ms. Whalen	430,000	241,875	884,652	61,000	1,617,527

(1) Assumes the salary in effect on December 30, 2022. Mr. Corbett’s base salary in GBP is £301,886. The USD amounts of his cash compensation are based on an exchange rate of 1 GBP to 1.20 USD, being the foreign exchange rate as of December 30, 2022.

(2) Each actively serving NEO will be eligible for his or her Target Annual Bonus, multiplied by a fraction, the numerator of which is the number of days such NEO was employed during Transition Year Ended 2022 and the denominator of which is 365.



- (3) Assumes that the triggering event took place on December 30, 2022, the last business day of Transition Year Ended 2022, and a price per share of \$27.13, the closing market price of our common stock as of December 30, 2022, the final trading day of Transition Year Ended 2022.
- (4) Varies according to individual choice of medical plan. Accordingly, the amount shown assumes an employee choice which would result in the largest amount for which the Company would be responsible, including outplacement services.

Additionally, if any of Messrs. Bradshaw, Corbett or Stepanek's or Ms. Whalen's employment had been terminated by a Qualifying Termination on December 30, 2022 during a Change in Control Protection Period, subject to the Named Executive Officer's execution and non-revocation of a general release of claims and continued compliance with the restrictive covenants above, he or she would have been entitled to (i) a lump sum payment equal to the sum of (a) either three times (in the case of Mr. Bradshaw) or 1.5 times (in the case of all other actively serving Named Executive Officers) the sum of Base Salary and Target Annual Bonus and (b) an amount equal to the cost of COBRA coverage for 18 months post-termination; (ii) pro-rata Target Annual Bonus for Transition Year Ended 2022; (iii) a lump sum cash payment equal to COBRA premiums for 18 months post-termination; and (iv) outplacement services not to exceed \$25,000.

The amounts set forth below are the amounts that our actively serving Named Executive Officers would have been paid if their employment had been terminated by a Qualifying Termination on December 30, 2022 during a Change in Control Protection Period.

	Salary Multiple ⁽¹⁾ (\$)	Target Annual Bonus Multiple ⁽²⁾ (\$)	Target Annual Bonus (Pro-rated) ⁽³⁾ (\$)	Vesting of Equity Awards ⁽⁴⁾ (\$)	Extended Health Benefits ⁽⁵⁾ (\$)	Total (\$)
Mr. Bradshaw	2,160,000	3,240,000	810,000	8,404,692	61,000	14,675,692
Mr. Corbett	544,713	408,534	204,267	1,527,764	37,000	2,722,278
Mr. Stepanek	600,000	480,000	240,000	2,162,609	61,000	3,543,609
Ms. Whalen	645,000	483,750	241,875	1,559,952	61,000	2,991,577

- (1) Salary multiple calculated using base salary as of December 30, 2022. Mr. Corbett's base salary in GBP is £301,886. The USD amounts of his cash compensation are based on an exchange rate of 1 GBP to 1.20 USD, being the foreign exchange rate as of December 30, 2022.
- (2) Each NEO's Target Annual Bonus Multiple calculated using the Target Annual Bonus, multiplied by three times for Mr. Bradshaw and multiplied by 1.5 times for all other actively serving NEOs.
- (3) Each actively serving NEO will be eligible for his or her Target Annual Bonus, multiplied by a fraction, the numerator of which is the number of days such NEO was employed during Transition Year Ended 2022 and the denominator of which is 365.
- (4) Assumes that the triggering event took place on December 30, 2022, the last business day of Transition Year Ended 2022, and a price per share of \$27.13, the closing market price of our common stock as of December 30, 2022, the final trading day of Transition Year Ended 2022.
- (5) Varies according to individual choice of medical plan. Accordingly, the amount shown assumes an employee choice which would result in the largest amount for which the Company would be responsible, including outplacement services.

Any benefits payable pursuant to the above triggering events are payable in a cash lump sum not later than six months following the termination date.



Pay Ratio

Under Section 953(b) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 402(u) of Regulation S-K, the Company is required to disclose in this Proxy Statement the ratio of the annual total compensation of our CEO to the annual total compensation of the median employee of the Company (the “Pay Ratio Disclosure”).

Based on SEC rules for this Pay Ratio Disclosure and applying the methodology described below, the Company determined that our CEO’s total compensation for Transition Year Ended 2022 (i.e., the nine-month period ended December 31, 2022) was \$4,569,959, and the total compensation provided to the individual identified as the median employee of the Company and its consolidated subsidiaries for Transition Year Ended 2022 was \$74,320. Accordingly, the Company estimates the ratio of our CEO’s annual total compensation for Transition Year Ended 2022 to the median total compensation of all other employees for Transition Year Ended 2022 to be 61.5 to 1.

The Company identified our median employee as of December 31, 2022 without regard to the location or compensation arrangements of our employees, or whether such employees are full-time or part-time employees. We tabulated annual base salary, which is defined as the fixed portion of each employee’s compensation arrangements that is paid without regard to our financial or operational performance in a given fiscal year. We gathered the requisite information applying this compensation measure with respect to our employees using their annual base salary as of December 31, 2022. We annualized the compensation of all permanent employees who were hired during the 12-month period ended December 31, 2022 but did not work for the Company for the entire 12-month period ended December 31, 2022, but we did not annualize the compensation for any part-time or seasonal employee. We did not make any cost-of-living adjustments in identifying the median employee. We applied an exchange rate as of December 31, 2022 to convert all international currencies into U.S. dollars. We then identified the median employee using this methodology, which was consistently applied to all included employees on December 31, 2022.

Once the median employee was identified as described above, the total annual compensation for the nine-month period ended December 31, 2022 for that employee was determined using the same rules that apply to reporting NEO compensation in the “Total” column of the Summary Compensation Table. With respect to the annual total compensation of our CEO, we used the amount reported for CY22 in the “Total” column of the Summary Compensation Table included in this Proxy Statement.

We believe the Pay Ratio Disclosure presented above is a reasonable estimate. Because the SEC rules for identifying the median employee and calculating the pay ratio allow companies to use different methodologies, exclusions, exemptions, estimates and assumptions, the Pay Ratio Disclosure may not be comparable to the pay ratio disclosure reported by other companies.



Pay Versus Performance

The following table sets forth the compensation for our CEO and the average compensation for our other Named Executive Officers (the “non-CEO NEOs”), both as reported in the Summary Compensation Table and with certain adjustments to reflect the “compensation actually paid” to such individuals, as computed in accordance with SEC rules, for the stub period for the nine months ended December 31, 2022 (indicated as “TYE22”), the fiscal years ended March 31, 2022 and March 31, 2021, and the stub period for the three months ended March 31, 2020 (indicated as “SP” or “Stub Period”). The table also provides information on our cumulative TSR, the cumulative TSR of our peer group, Net Income and our Company-selected performance measure, STIP Adjusted EBITDA, over such years in accordance with SEC rules.

“Compensation actually paid” does not necessarily reflect the target value of compensation as approved by our Compensation Committee or the value of compensation realized by our executives or the value of compensation realized by our executives based on Company and individual performance. A significant portion of the compensation actually paid amounts shown below relate to changes in values of unvested equity awards since they were awarded. These unvested equity awards are at risk and require the accomplishment of specific results that are designed to benefit our stockholders and the Company, both in the long and short term, and are subject to possible future declines in value based on changes in our stock price. The ultimate values actually realized by our NEOs from unvested equity awards, if any, will not be determined until the equity awards fully vest, or in the case of options, when the NEO exercises the options. Please refer to the Compensation Discussion and Analysis for a discussion of our executive compensation program objectives and the ways in which we align executive compensation with performance.

Year	Summary Compensation Table Total for CEO ⁽¹⁾ (\$)	Compensation Actually Paid to CEO ⁽²⁾ (\$)	Average Summary Compensation Table Total for Non-CEO NEOs ⁽³⁾ (\$)	Average Compensation Actually Paid to Non-CEO NEOs ⁽²⁾⁽³⁾ (\$)	Value of Initial Fixed \$100 Investment Based on:		In thousands	
					Total Stockholder Return	Peer Group Total Stockholder Return ⁽⁴⁾	Net Income (Loss) Attributable to Bristow Group Inc. ⁽⁵⁾ (\$)	STIP Adjusted EBITDA ⁽⁶⁾⁽⁷⁾ (\$)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
TYE22	4,569,959	(66,484)	1,258,000	(16,182)	\$88.92	\$103.26	13,528	101,536
2022	4,415,807	8,045,567	1,424,868	2,199,907	\$121.53	\$96.69	(15,791)	143,775
2021	3,129,824	5,402,016	1,083,944	1,533,931	\$84.82	\$68.16	(56,094)	115,741
SP	1,257,229	535,977	480,534	271,698	\$52.41	\$28.40	(7,229)	9,440

- (1) The dollar amounts reported are the amounts of total compensation reported for our CEO, Mr. Bradshaw, in the Summary Compensation Table for the nine months ended December 31, 2022, the fiscal years ended March 31, 2022 and March 31, 2021, and the three months ended March 31, 2020. Mr. Bradshaw served as CEO for each of the years presented.
- (2) The dollar amounts reflected in columns (c) and (e) represent the amount of “compensation actually paid”, computed as set forth in the table below in accordance with SEC rules. The dollar amounts do not reflect the actual amounts of compensation earned by or paid to our CEO or other non-CEO NEOs during the applicable period. For information regarding the decisions made by our Compensation Committee with respect to all of our actively serving NEOs for Transition Year Ended 2022, see page 42.

	CEO TYE22 (\$)	CEO 2022 (\$)	CEO 2021 (\$)	CEO SP (\$)	Non-CEO NEOs TYE22 (\$)	Non-CEO NEOs 2022 (\$)	Non-CEO NEOs 2021 (\$)	Non-CEO NEOs SP (\$)
Summary Compensation Table Total	4,569,959	4,415,807	3,129,824	1,257,229	1,258,000	1,424,868	1,083,944	480,534
<i>Less Grant Date Fair Value of Stock and Option Awards Reported in Summary Compensation Table for the Covered Year</i>	3,077,047	2,660,921	1,559,994	845,796	697,363	694,393	212,920	310,191
<i>Plus Year-End Fair Value for Awards Granted in the Covered Year that are Outstanding and Unvested</i>	2,760,207	3,602,183	2,824,822	873,662	481,803	940,024	316,091	288,132
<i>Plus Change in Fair Value of Outstanding Unvested Awards Granted in Prior Years</i>	(4,192,053)	2,310,714	488,259	(532,463)	(564,218)	405,510	219,655	(137,784)



	CEO TYE22 (\$)	CEO 2022 (\$)	CEO 2021 (\$)	CEO SP (\$)	Non-CEO NEOs TYE22 (\$)	Non-CEO NEOs 2022 (\$)	Non-CEO NEOs 2021 (\$)	Non-CEO NEOs SP (\$)
Summary Compensation Table Total	4,569,959	4,415,807	3,129,824	1,257,229	1,258,000	1,424,868	1,083,944	480,534
<i>Plus Vesting Date Fair Value of Awards Granted in the Covered Year that Vested in the Same Covered Year</i>	—	—	—	—	—	—	—	—
<i>Plus Change in Fair Value of Awards Granted in Prior Years that Vested in the Covered Year</i>	(127,550)	377,784	519,105	(216,655)	(75,541)	123,898	127,161	(48,993)
<i>Less Prior Year-End Fair Value of Awards Granted in Prior Years that Failed to Vest in the Covered Year</i>	—	—	—	—	418,863	—	—	—
<i>Plus Fair Value of Incremental Dividends or Earnings Paid on Stock and Option Awards During the Covered Period Prior to Vesting (if not Reflected in the Fair Value of such Award or Included in Total Compensation for the Covered Year)</i>	—	—	—	—	—	—	—	—
<i>Less Aggregate Change in Actuarial Present Value of Accumulated Benefit Under Pension Plans</i>	—	—	—	—	—	—	—	—
<i>Plus Aggregate Service Cost and Prior Service Cost for Pension Plans</i>	—	—	—	—	—	—	—	—
Compensation Actually Paid^(*)	(66,484)	8,045,567	5,402,016	535,977	(16,182)	2,199,907	1,533,931	271,698

(*) Fair values of equity awards set forth in the table above are computed in accordance with FASB ASC Topic 718 as of the end of the respective period, other than fair values of equity awards that vest in the applicable period, which are valued as of the applicable vesting date. The valuation assumptions used to calculate such fair values did not materially differ from those disclosed at the time of grant. For PSUs with a TSR metric, the fair values as of each measurement date (prior to the end of the performance period) were determined using a Monte Carlo simulation pricing model, with assumptions and methodologies that are generally consistent with those used to estimate fair value at grant under U.S. GAAP. Our NEOs do not participate in any defined benefit or pension plan through the Company and did not receive any above-market or preferential earnings on nonqualified deferred compensation during the nine months ended December 31, 2022, the fiscal years ended March 31, 2022 and March 31, 2021 and the three months ended March 31, 2020, and thus there are no values to report for the aggregate change in actuarial present value of accumulated benefit under pension plans nor the aggregate service cost and prior service cost for pension plans.

- (3) The names of each of the non-CEO NEOs reflected in these columns for each applicable fiscal year are as follows: (i) for the nine months ended December 31, 2022 and for the fiscal year ended March 31, 2022: Messrs. Corbett and Stepanek and Ms. Gordon and Whalen; and (ii) for the fiscal year ended March 31, 2021 and the three months ended March 31, 2020: Messrs. Corbett and Stepanek, Ms. Gordon and Whalen and Paul White, the Company's former Senior Vice President, Commercial.
- (4) Reflects cumulative total stockholder return beginning on December 31, 2019 and ending on December 31, 2022; March 31, 2022; March 31, 2021; and March 31, 2020, respectively, calculated based on a fixed investment of \$100 at the applicable measurement point on the same cumulative basis used in Item 201(e) of Regulation S-K. The peer group reflects the same peer group used for purposes of the performance graph under Regulation S-K Item 201(e)(1)(ii) as set forth in the Company's Transition Report on Form 10-KT for Transition Year Ended 2022 (the Standard & Poor's Oil & Gas Equipment Select Industry Index).
- (5) Reflects "Net Income" in the Company's Consolidated Statements of Income included in the Company's Transition Report on Form 10-KT for Transition Year Ended 2022 and the Annual Reports on Form 10-K for the fiscal years ended March 31, 2022 and March 31, 2021.
- (6) STIP Adjusted EBITDA represents earnings before interest, expense, taxes, depreciation and amortization, as further adjusted for special items that occurred during the reporting period and noted in the applicable reconciliation. See Appendix A to this Proxy Statement for reconciliation of STIP Adjusted EBITDA.
- (7) The Company-selected performance measure for the Stub Period is pro-rated for the period prior to the Merger and is not the amount that was used to calculate compensation that was paid with respect to the Stub Period during fiscal year 2021. Therefore, the Company does not believe this amount is a meaningful measure for the Stub Period.



The following table sets forth an unranked list of the performance measures which we view as the most important measures for linking our Named Executive Officers' compensation to performance of the Company. Please see Appendix A for an explanation of the below non-GAAP financial performance measures. The role of each of these performance measures on our Named Executive Officers' compensation is discussed in the Compensation Discussion and Analysis above.

Performance Measure

STIP Adjusted EBITDA

Relative Total Stockholder Return

Cash Return on Invested Capital

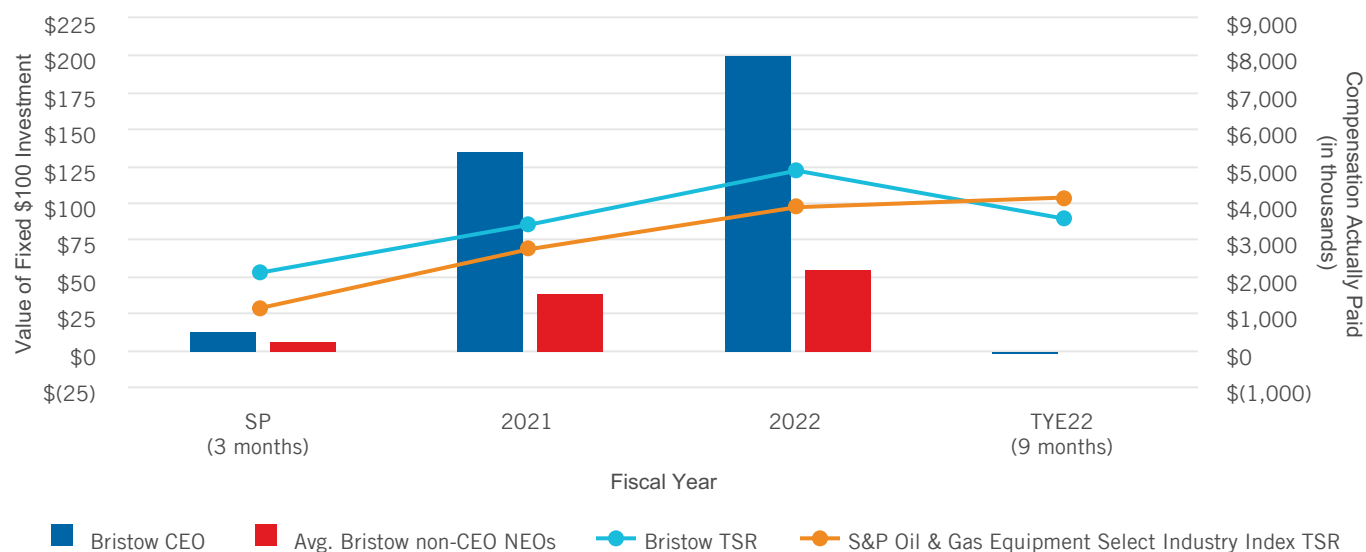
ICAO AA

LTISR

The graphs below compare the compensation actually paid to our CEO and the average of the compensation actually paid to our non-CEO NEOs with (i) our TSR and the TSR of the Standard & Poor's Oil & Gas Equipment Select Industry Index, (ii) STIP Adjusted EBITDA, which is our Company-selected performance measure and (iii) our Net Income, for the nine months ended December 31, 2022, the fiscal years ended March 31, 2022 and March 31, 2021, and the three months ended March 31, 2020.

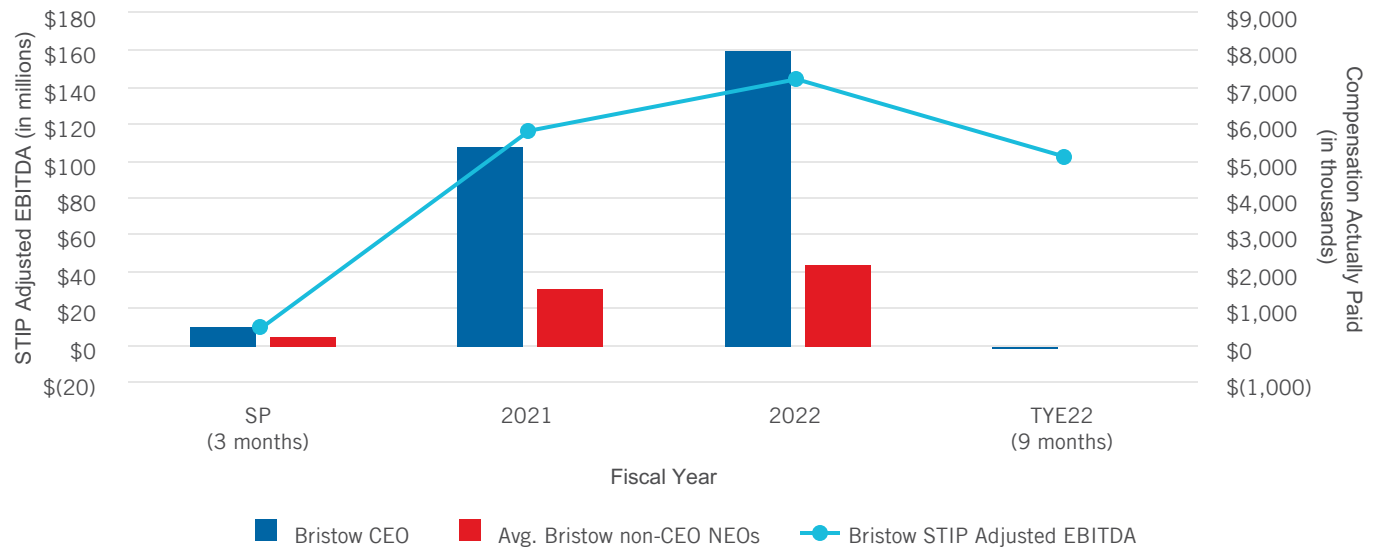
Note that, given the partial year periods for each of the nine months ended December 31, 2022 and the three months ended March 31, 2020, compensation actually paid, Net Income and STIP Adjusted EBITDA reflect incomplete years and only partial representations of the comparisons the SEC rule intended to convey. For information illustrating the link between pay and performance at the Company, please see the Compensation Discussion and Analysis beginning on page 32.

Compensation Actually Paid vs. Bristow and S&P Oil & Gas Equipment Select Industry Index TSR

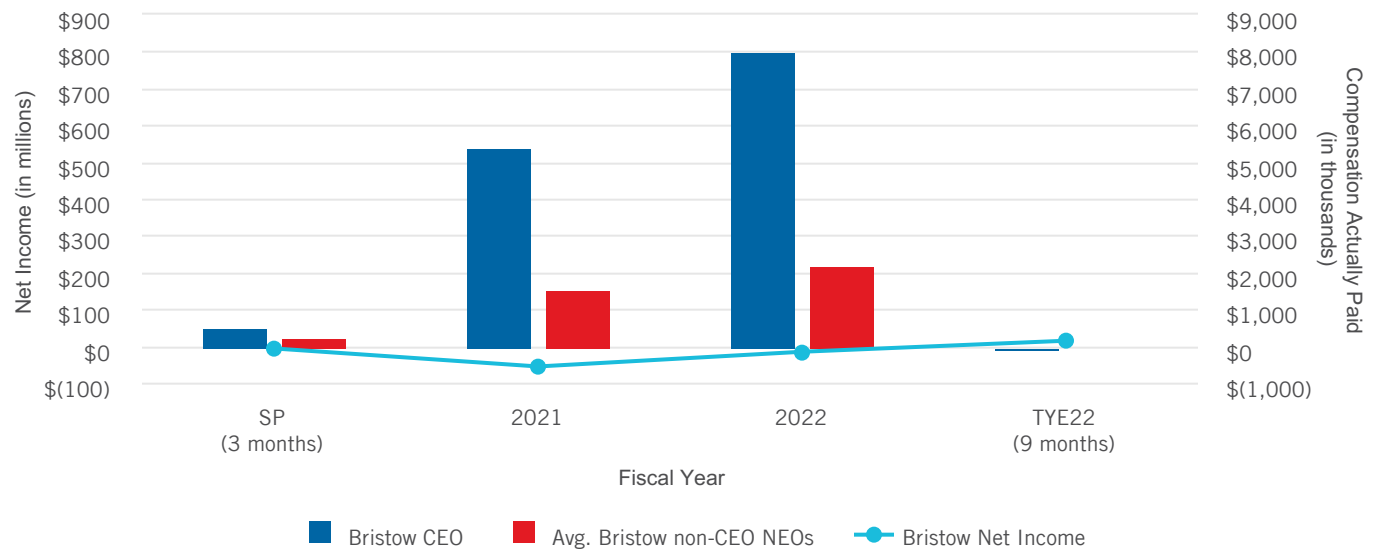




Compensation Actually Paid vs. Bristow STIP Adjusted EBITDA



Compensation Actually Paid vs. Bristow Net Income





Director Compensation

The following table sets forth information concerning the compensation of each of our non-employee directors for the 12-month period ended December 31, 2022:

Non-Employee Director Compensation⁽¹⁾

Name	Fees Earned or Paid in Cash (\$)	Stock Awards ⁽²⁾ (\$)	All Other Compensation (\$)	Total (\$)
Lorin L. Brass	93,750	150,000	—	243,750
Wesley E. Kern	109,375	150,000	—	259,375
Robert J. Manzo	104,124	150,000	—	254,124
G. Mark Mickelson	161,250	150,000	—	311,250
Gen. Maryanne Miller, Ret.	87,125	150,000	—	237,125
Christopher Pucillo ⁽³⁾	93,750	—	—	93,750
Brian D. Truelove	111,000	150,000	—	261,000
Charles Fabrikant ⁽⁴⁾	40,055	—	—	40,055

(1) The Company changed its fiscal year end from March 31 to December 31, effective as of December 31, 2022. As a result, the information set forth in this table reflects the period from January 1, 2022 to December 31, 2022.

(2) The amounts in this column represent the fair value of restricted stock unit grants computed in accordance with FASB ASC Topic 718. A discussion of the policies used in the calculation of grant date fair values is set forth in Note 13 to the consolidated financial statements of our Transition Report on Form 10-KT for Transition Year Ended 2022. Each non-employee director is provided the opportunity each year to receive a restricted stock unit grant equal in target value to \$150,000 at the time of grant. As of December 31, 2022, (i) each of our actively serving non-employee directors other than Mr. Pucillo held 5,973 unvested restricted stock units; (ii) each of our actively serving non-employee directors other than Messrs. Mickelson and Pucillo and General Miller, Ret. held 4,880 exercisable stock options; and (iii) Mr. Mickelson held 11,063 exercisable stock options.

(3) Mr. Pucillo elected to not receive a restricted stock unit grant with respect to his service as a director.

(4) Mr. Fabrikant resigned from the Board effective June 10, 2022.

The ESG Committee reviews non-employee director compensation annually. Based on consultation with their independent compensation consultant and market data, the ESG Committee recommends for approval by our Board the annual cash retainer, chair and membership fees, stock awards and other benefits for members of our Board. The ESG Committee's objective with respect to non-employee director compensation is to provide compensation incentives that attract and retain individuals of outstanding ability. Directors who are Company employees do not receive a retainer or fees for service on our Board or any committees.

For the 12-month period ended December 31, 2022, directors who were not employees received the amounts set forth in the table below. At the request of the Non-Executive Chairman of the Board, the Annual Chairman of the Board Fee was reduced from \$100,000 to \$75,000.



Forms of Non-Employee Director Compensation	Amount (\$)
Annual Cash Retainer ⁽¹⁾	80,000
Annual Chairman of the Board Fee ⁽²⁾	75,000
Annual Committee Chair Fees ⁽²⁾	
Audit Committee	25,000
Compensation Committee	20,000
Environmental, Social, and Governance Committee	20,000
Annual Committee Non-Chair Member Fees ⁽²⁾	
Audit Committee	10,000
Compensation Committee	7,500
Environmental, Social and Governance Committee	7,500
Annual Equity Grant	\$150,000 target grant date value per twelve months of service as a member of the Board

(1) Paid in quarterly installments.

(2) Paid in quarterly installments in addition to the annual cash retainer.

Directors are also reimbursed for reasonable out-of-pocket expenses incurred in attending meetings of our Board or committees and for other reasonable expenses related to the performance of their duties as directors.

On or prior to the five-year anniversary of the later of the initial effective date of the Stock Ownership Guidelines (June 1, 2021) or the date an individual becomes a member of our Board, outside directors are expected to hold or have held Company stock, including unvested restricted stock or unvested restricted stock units, with a value equal to at least four times the annual cash retainer paid to outside directors. A director who does not meet the minimum holding requirements may not sell any shares of our Common Stock until he or she meets the holding requirement and would continue to meet the holding requirement following any such sale.

The Stock Ownership Guidelines effectively require that our outside directors in the coming years hold as a group approximately \$1.9 million of Company stock, including unvested restricted stock or restricted stock units.



EQUITY COMPENSATION PLAN INFORMATION

The following table sets forth information about our Common Stock that may be issued under existing equity compensation plans as of December 31, 2022.

Plan category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (#) (a)	Weighted-average exercise price of outstanding options, warrants and rights (\$) (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) ^(*) (#) (c)
Equity compensation plans approved by security holders	185,371	16.71	830,383
Equity compensation plans not approved by security holders	—	—	—
Total	185,371	16.71	830,383

(*) The securities remaining available for issuance may be issued in the form of stock options, stock appreciation rights, restricted stock, restricted stock units, stock awards, performance units and performance shares.



PROPOSAL 2

ADVISORY VOTE TO APPROVE NAMED EXECUTIVE OFFICER COMPENSATION

Our Board recognizes the interest that the Company's stockholders have in the compensation of the Company's Named Executive Officers. In recognition of that interest and in accordance with Section 14A of the Exchange Act and related rules of the SEC, this proposal, commonly known as a "say-on-pay" proposal, provides the Company's stockholders with the opportunity to cast an advisory vote on the compensation of the Company's Named Executive Officers, as disclosed in this Proxy Statement pursuant to the SEC's compensation disclosure rules, including the discussion of the Company's Compensation Discussion and Analysis beginning on page 32 of this Proxy Statement and followed by the compensation tables beginning on page 52 of this Proxy Statement. This advisory vote is intended to give the Company's stockholders an opportunity to provide an overall assessment of the compensation of the Company's Named Executive Officers rather than focus on any specific item of compensation. As described in the Compensation Discussion and Analysis included in this Proxy Statement, the Company has adopted an executive compensation program that reflects the Company's philosophy that executive compensation should be structured so as to align each executive's interests with the interests of the Company's stockholders. The Board's current policy is to hold an advisory vote at each annual meeting of stockholders. Unless the Board modifies its policy on the frequency of holding "say-on-pay" advisory votes, the next "say-on-pay" advisory vote will occur at the 2024 Annual Meeting of Stockholders.

As an advisory vote, the stockholders' vote on this proposal is not binding on our Board or the Company and our Board could, if it concluded it was in the Company's best interests to do so, choose not to follow or implement the outcome of the advisory vote. However, the Company expects that the Compensation Committee of our Board will review voting results on this proposal and give consideration to the outcome when making future executive compensation decisions for the Company's Named Executive Officers.

Approval, on an advisory basis, of the compensation of the Company's Named Executive Officers requires the affirmative vote of holders of at least a majority of the votes cast at the Meeting in person or by proxy. All duly submitted and unrevoked proxies will be voted for the proposal, except where a contrary vote is indicated or authorization to vote is withheld.

Vote Required

The approval, on an advisory basis, of this proposal requires the affirmative vote of a majority of votes cast on this proposal. Abstentions and broker non-votes will have no effect on the outcome of this proposal.

Recommendation

Our Board unanimously recommends that stockholders approve, on an advisory basis, the compensation of the Company's Named Executive Officers by voting **FOR the approval of the following resolution:**

RESOLVED, that the compensation of the Company's Named Executive Officers, as disclosed in the Company's proxy statement relating to the 2023 Annual Meeting of Stockholders pursuant to the executive compensation disclosure rules promulgated by the SEC, is hereby approved.



PROPOSAL 3

APPROVAL OF AN AMENDMENT TO THE COMPANY'S 2021 EQUITY INCENTIVE PLAN

At the Meeting, our stockholders will be asked to approve an amendment (the “Amendment”) to the Company's 2021 Equity Incentive Plan (the “LTIP”) to increase the number of shares of Common Stock that may be issued thereunder from 1,640,000 shares to 2,130,000 shares. Our Board approved the Amendment on February 22, 2023, subject to stockholder approval.

The LTIP is an “omnibus” plan, authorizing a variety of equity award types as well as cash incentive awards. Stock-based compensation is an essential element of our total compensation structure and promotes the interests of our stockholders by:

- a. Rewarding long-term Company performance;
- b. Aligning employees' interests with those of our stockholders; and
- c. Enabling us to attract and retain top-tier talent in a competitive marketplace.

The Board and the Committee believe that awards linked to Common Stock and awards with terms tied to our performance provide incentives for the achievement of important performance objectives and promote the long-term success of the Company. Therefore, the LTIP is an integral part of our overall compensation program.

The LTIP was initially approved by our stockholders at the 2021 annual meeting of stockholders. The maximum number of shares of Common Stock authorized for issuance under the LTIP is currently set at 1,640,000 shares. Approval of the proposed Amendment is needed to replenish the pool of shares available for the grant of stock-based compensation. As of March 11, 2023, approximately 238,867 shares of Common Stock remained available for grants under the LTIP, which (assuming a grant price of \$23.39 per share) is fewer than the number of shares of Common Stock that the Board believes will be needed to make long-term incentive grants in March 2024 in order to maintain target level executive, management and key employee compensation at the median of our peer group.

On February 22, 2023, the Committee recommended and the Board approved, subject to stockholder approval, the proposed Amendment to increase the number of shares of Common Stock available for issuance under the LTIP by 490,000 shares. In considering this proposal, the stockholders should be aware that the average number of shares of Common Stock granted under the LTIP over the last three fiscal years, divided by the number of shares of Common Stock outstanding as of February 28, 2023, is approximately 1.87% (unadjusted and excluding forfeitures). Subject to market volatility, we estimate that one year of grants will be provided by the shares of Common Stock remaining in the event of stockholder approval of the Amendment. We believe that requested allocation is critical over the next year to ensure our ability to attract and retain key talent and to provide our executive leadership with competitive reward opportunities that are aligned with our stockholders' interests. Because certain of our directors and executive officers may be eligible to receive awards under the LTIP, such directors and executive officers may be considered to have an interest in this proposal.



Plan Design Features to Protect Stockholder Interests

- a. No “evergreen” provision (i.e., no automatic increase in the number of shares available under the plan)
- b. No repricing of underwater options or stock appreciation rights (“SARs”)
- c. No liberal share recycling (i.e., no recycling of shares tendered or withheld to satisfy taxes or the exercise/purchase price)
- d. Minimum one-year vesting on awards
- e. No dividends or dividend equivalents can be issued before an award has vested
- f. Annual limit on non-employee director compensation
- g. Awards subject to forfeiture/clawback pursuant to Company policy

Summary of the LTIP

A description of the LTIP is set forth below. Because the description of the LTIP in this Proxy Statement is a summary, it may not contain all the information that may be important to you. The summary is qualified by reference to the LTIP. You should carefully read the LTIP. A copy of the full text of the LTIP is attached hereto as Appendix C to this Proxy Statement.

Eligibility

Persons eligible for awards under the LTIP are (i) all employees of the Company and its subsidiaries, (ii) non-employee directors and (iii) certain independent contractors. As of February 22, 2023, approximately 100 employees, non-employee directors and consultants would be eligible for grants of Awards under the LTIP.

Administration

The LTIP will generally be administered by the Board, which may delegate its duties and responsibilities to one or more committees of our directors and/or officers (referred to collectively as the “Administrator”), subject to the limitations imposed under the LTIP, Section 16 of the Exchange Act, stock exchange rules and other applicable laws. The Administrator has the authority to take all actions and make all determinations under the LTIP, to interpret the LTIP and award agreements and to adopt, amend and repeal rules for the administration of the LTIP as it deems advisable. The Administrator has the authority to determine which eligible service providers receive awards, grant awards and set the terms and conditions of all awards under the LTIP. The Administrator may also accelerate any vesting or exercise date, extend the exercisability of an award, or waive or modify any restriction or condition with respect to an award, subject to the conditions and limitations in the LTIP.

Shares Available for Awards

In the event of stockholder approval of the Amendment, the aggregate number of shares of Common Stock reserved and available for issuance pursuant to Awards granted under the LTIP will be (a) 2,130,000 shares of Common Stock, minus (b) one share for each share issued under awards granted under the Era Group Inc. 2012 Incentive Plan or the Bristow Group Inc. 2019 Management Incentive Plan on or after June 1, 2021, minus (c) one share for each share issued under awards granted under the LTIP, and plus (c) shares subject to awards granted under the Era Group Inc. 2012 Incentive Plan or the Bristow Group Inc. 2019 Management Incentive Plan or the LTIP that are forfeited and become available for issuance under the terms of the LTIP. A maximum of 2,130,000 shares of Common Stock may be issued as incentive stock options (“ISOs”).

Shares underlying awards that expire, terminate, are canceled, are forfeited to the Company, or are settled in cash may be reused for subsequent awards. Shares (i) not issued in settlement of a stock-settled SAR, (ii) purchased on the open



market with the proceeds of the exercise price of a stock option, or (iii) withheld or delivered to satisfy the applicable withholding taxes related to an award, or used to satisfy the exercise price or purchase price related to an award, in full or partial satisfaction of the exercise price, may not be reused.

Awards granted under the LTIP upon the assumption of, or in substitution for, awards authorized or outstanding under a qualifying equity plan maintained by an entity with which we enter into a merger or similar corporate transaction will not reduce the shares available for grant under the LTIP but will count against the maximum number of shares that may be issued upon the exercise of ISOs.

Award Limits

Awards generally will be subject to a minimum vesting period of at least twelve months, other than awards granted (i) as substitute awards granted in connection with the acquisition of another entity by us, and (ii) solely in exchange for foregone cash compensation. We may also grant awards that do not meet the minimum vesting period covering up to 5% of the total number of shares authorized under the LTIP.

The LTIP provides that the sum of any cash compensation and the aggregate grant date fair value of all awards granted to a non-employee director as compensation for services as a non-employee director during any fiscal year may not exceed \$690,000.

Types of Awards

The LTIP provides for the grant of stock options, including ISOs and nonqualified stock options (“NQSOs”), SARs, restricted stock, RSUs, other stock based awards and dividend equivalents. All awards under the LTIP will be evidenced by award agreements, which will detail the terms and conditions of awards. Awards other than cash awards generally will be settled in shares of our Common Stock, but the applicable award agreement may provide for cash settlement of any award. A brief description of each award type follows.

Stock Options and SARs. Stock options provide for the purchase of shares of our Common Stock in the future at an exercise price set on the grant date. ISOs, in contrast to NQSOs, may provide tax deferral beyond exercise and favorable capital gains tax treatment to their holders if certain holding period and other requirements of the Internal Revenue Code are satisfied. SARs entitle their holder, upon exercise, to receive from the Company an amount equal to the appreciation of the shares subject to the award between the grant date and the exercise date. The exercise price of a stock option or SAR may not be less than 100% of the fair market value of the underlying share on the grant date (or 110% in the case of ISOs granted to certain significant stockholders), except with respect to certain substitute awards granted in connection with a corporate transaction. The term of a stock option or SAR may not be longer than ten years (or five years in the case of ISOs granted to certain significant stockholders).

Restricted Stock. Restricted stock is an award of non-transferable shares of our Common Stock that are subject to certain vesting conditions and other restrictions. Any dividends credited on restricted shares will be subject to the same time-and/or performance-based vesting conditions that apply to a restricted stock award and will, if vested, be delivered, or paid at the same time as the award.

RSUs. RSUs are contractual promises to deliver shares of our Common Stock in the future, which may also remain forfeitable unless and until specified conditions are met and may be accompanied by the right to receive the equivalent value of dividends paid on shares of Common Stock prior to the delivery of the underlying shares (i.e., dividend equivalent rights). The Administrator may provide that the delivery of the shares underlying RSUs will be deferred on a mandatory basis or at the election of the participant.

Other Stock Based Awards. Other stock based awards are awards of cash, fully vested shares of our Common Stock and other awards valued wholly or partially by referring to, or otherwise based on, shares of our Common Stock. Other stock



based awards may be granted to participants and may also be available as a payment form in the settlement of other awards, as standalone payments and as payment in lieu of compensation to which a participant is otherwise entitled.

Dividend Equivalents. Dividend equivalents represent the right to receive the equivalent value of dividends paid on shares of our Common Stock and may be granted alone or in tandem with awards other than stock options or SARs. Any dividend equivalents will be subject to the same time and/or performance-based vesting conditions that apply to the associated award and will, if vested, be delivered, or paid at the same time as the award.

Certain awards under the LTIP may constitute or provide for payment of “nonqualified deferred compensation” under Section 409A of the Code, which may impose additional requirements on the terms and conditions of such awards.

Performance Criteria

The Administrator may grant awards, which may be cash-denominated awards or share-based awards, which require satisfaction of pre-established performance goals as a condition to awards being granted or becoming exercisable or settleable, or as a condition to accelerating the timing of such events. Such performance goals also may be based solely by reference to the Company’s performance or the performance of a subsidiary, division, business segment or business unit of the Company or a subsidiary, or based upon performance relative to performance of other companies or upon comparisons of any of the indicators of performance relative to performance of other companies.

Certain Transactions

In the event of certain non-reciprocal transactions with our stockholders known as “equity restructurings,” the Administrator will make equitable adjustments to the LTIP and outstanding awards.

The Administrator also has broad discretion to determine the treatment of awards in the event of certain transactions, such as a reorganization, merger, conversion, consolidation, spin-off transaction involving the Company, or a sale or other disposition of all or substantially all of the assets of the Company. In the event of a Change in Control (as defined in the LTIP), all outstanding awards will become fully vested and exercisable in connection with the transaction, and all performance goals or other vesting criteria relating to such awards will be deemed to have been satisfied at the applicable “target” level.

No Repricing

Except in connection with certain changes in our capital structure, stockholder approval will be required for any amendment that reduces the exercise price of any stock option or SAR, or cancels any stock option or SAR in exchange for cash, other awards or stock options or SARs with an exercise price per share that is less than the exercise price per share of the original stock options or SARs.

Plan Amendment and Termination

Our Board may amend or terminate the LTIP at any time; however, no amendment, other than an amendment that increases the number of shares available under the LTIP, may materially and adversely affect an award outstanding under the LTIP without the consent of the affected participant. Stockholder approval will be obtained for any amendment to the extent necessary to comply with applicable laws or to increase the director limit. The LTIP will remain in effect until the tenth anniversary of the date the Board adopted the LTIP, unless earlier terminated. No awards may be granted under the LTIP after its termination.

Foreign Participants, Clawback Provisions, Transferability and Participant Payments

The Administrator may modify award terms, establish subplans and/or adjust other terms and conditions of awards, subject to the share limits described above, in order to facilitate grants of awards subject to the laws and/or stock exchange rules of countries outside of the United States. All awards will be subject to any company clawback policy as set forth in such clawback policy or the applicable award agreement. Awards under the LTIP are generally non-transferable, except by will or the laws of descent and distribution, or, subject to the Administrator’s consent, pursuant to a domestic relations order, and



are generally exercisable only by the participant. With regard to tax withholding, exercise price and purchase price obligations arising in connection with awards under the LTIP, the Administrator may, in its discretion, accept cash or check, shares of our Common Stock that meet specified conditions, a “market sell order” or such other consideration as it deems suitable.

Material U.S. Federal Income Tax Consequences

The following is a general summary under current law of the principal United States federal income tax consequences related to awards under the LTIP. This summary deals with the general federal income tax principles that apply and is provided only for general information. Some kinds of taxes, such as state, local and foreign income taxes and federal employment taxes, are not discussed. This summary is not intended as tax advice to participants, who should consult their own tax advisors.

Options; Stock Appreciation Rights

Options granted under the LTIP may constitute ISOs within the meaning of Section 422 of the Internal Revenue Code, while other options granted under the LTIP may constitute NQSOs. Grants of options to non-employee directors and independent contractors are NQSOs. The Internal Revenue Code provides for tax treatment of options qualifying as ISOs that may be more favorable to participants than the tax treatment accorded NQSOs. Generally, upon the exercise of an ISO, the optionee will recognize no taxable income for U.S. federal income tax purposes, although the difference between the exercise price of the ISO and the fair market value of the stock at the date of exercise is an addition to income in determining alternative minimum taxable income and such amount may be sufficient in amount to subject the optionee to the alternative minimum tax. On the sale of shares acquired by exercise of an ISO (assuming that the sale does not occur within two years of the grant date or within one year of the exercise date), any gain will be taxed to the optionee as long-term capital gain. Except with respect to death or disability, an optionee has three months after termination of employment in which to exercise an ISO and retain favorable tax treatment at exercise. No deduction is available to us upon the grant or exercise of an ISO (although a deduction may be available if the participant disposes of the shares so purchased before the applicable holding periods expire).

In contrast, upon the exercise of an NQSO, the optionee recognizes ordinary taxable income on the exercise date in an amount equal to the excess of the fair market value of the shares purchased over the exercise price. Upon the sale of such shares by the optionee, any difference between the fair market value at the date of sale and the fair market value at the date of exercise will be treated generally as capital gain or loss. Subject to the limitations discussed below, upon exercise of an NQSO, the Company is entitled to a tax deduction in an amount equal to the ordinary taxable income recognized by the participant.

Participants do not recognize taxable income upon the grant of a SAR. Upon the exercise of a SAR, the participant will recognize ordinary income in an amount equal to the cash or fair market value of the shares received at the date of exercise of the SAR. The participant's tax basis in any shares received on the exercise of a SAR will generally equal the fair market value of such shares on the date of exercise. Subject to the limitations discussed below, the Company will be entitled to a deduction for U.S. federal income tax purposes that corresponds as to timing and amount with the taxable income recognized by the participant under the foregoing rules.

Other Stock Awards

Restricted Stock. A participant generally recognizes no taxable income at the time of an Award of restricted stock. A participant may, however, make an election under Section 83(b) of the Internal Revenue Code to have the grant taxed as compensation income at the date of receipt, with the result that any future appreciation or depreciation in the value of the shares of stock granted may be taxed as capital gain or loss on a subsequent sale of the shares. If the participant does not make a Section 83(b) election, the grant will be taxed as compensation income at the full fair market value on the date the restrictions imposed on the shares expire. Unless a participant makes a Section 83(b) election, any dividends paid to the participant on the shares of restricted stock will generally be compensation income to the participant and deductible by us



as compensation expense. In general, the Company will receive a deduction for U.S. federal income tax purposes for any compensation income taxed to the participant. To the extent a participant realizes capital gains, as described above, the Company will not be entitled to any deduction for federal income tax purposes.

Restricted Stock Units. A participant who is granted restricted stock units will recognize no income upon grant of the restricted stock units. At the time the underlying shares of Common Stock (or cash in lieu thereof) are delivered to a participant, the participant will recognize compensation income equal to the full fair market value of the shares received. The Company will generally be entitled to a deduction for U.S. federal income tax purposes that corresponds to the compensation income recognized by the participant.

Tax Consequences to the Company; Tax Withholding

In the foregoing cases, the Company will generally be entitled to a deduction at the same time and in the same amount as a participant recognizes ordinary income, subject to certain limitations imposed under the Internal Revenue Code. The Company is authorized to deduct or withhold from any award granted or payment due under the LTIP, or require a participant to remit to us, the amount of any withholding taxes due in respect of the award or payment.

Section 409A of the Internal Revenue Code

Certain types of awards under the LTIP may constitute, or provide for, a deferral of compensation subject to Section 409A of the Internal Revenue Code. Unless certain requirements set forth in Section 409A of the Internal Revenue Code are complied with, holders of such awards may be taxed earlier than would otherwise be the case (e.g., at the time of vesting instead of the time of payment) and may be subject to an additional 20% penalty tax (and, potentially, certain interest, penalties and additional state taxes). To the extent applicable, the LTIP and awards granted under the LTIP are intended to be structured and interpreted in a manner intended to either comply with or be exempt from Section 409A of the Internal Revenue Code and the Department of Treasury regulations and other interpretive guidance that may be issued under Section 409A of the Internal Revenue Code. To the extent determined necessary or appropriate by the Administrator, the LTIP and applicable award agreements may be amended to further comply with Section 409A of the Internal Revenue Code or to exempt the applicable awards from Section 409A of the Internal Revenue Code.

Plan Benefits

Awards under the LTIP are granted in the discretion of the Board, and therefore the type, number, recipients, and other terms of such awards generally cannot be determined at this time. For information regarding our recent practices with respect to stock-based compensation granted to our non-employee directors and Named Executive Officers, please see “Summary Compensation Table” (page 52), “Grants of Plan-Based Awards” (page 54), “Outstanding Equity Awards at Fiscal Year-End” (page 56), “Director Compensation” (page 67), and “Proposal 2 — Advisory Vote to Approve Named Executive Officer Compensation” (page 70).

Vote Required

The approval of this proposal requires the affirmative vote of a majority of votes cast on this proposal. If you hold your shares through a broker, bank or other nominee holder and you do not instruct them on how to vote on this proposal, your broker will not have authority to vote your shares. Abstentions will have the same effect as votes AGAINST this proposal. Broker non-votes will have no effect on the outcome of this proposal.

Recommendation

Our Board unanimously recommends that stockholders vote FOR the approval of the amendment to the Company's 2021 Equity Incentive Plan.



Reasons for Stockholder Approval

The Board seeks stockholder approval of the Amendment in order to satisfy certain legal requirements, primarily the listing requirements of the NYSE. Stockholder approval of the Amendment would also constitute approval for purposes of satisfying the stockholder approval requirements under Section 422 of the Internal Revenue Code so that we may grant ISOs.

Shares Reserved for Our Equity Compensation Plans

Information on the total number of shares of Common Stock available under our existing equity compensation plans and unissued shares deliverable under outstanding options, RSUs and PSUs as of December 31, 2022 is presented above under the heading “Equity Compensation Plan Information.”

The table below shows the aggregate number of shares subject to currently outstanding equity awards under the LTIP as of March 11, 2023, together with the shares that would have been available for future awards if, at that date, the Amendment had been in effect, which we collectively refer to as the “LTIP Shares,” and indicates the dilution to stockholders by LTIP Shares:

A. Shares subject to outstanding awards ⁽¹⁾	2,308,076
Stock options ⁽²⁾	179,068
Full value awards (e.g., RSUs, PSUs)	1,580,046
Old Bristow MIP awards (vested but not yet exercisable)	548,962
B. Shares available for future awards if Amendment is approved by stockholders	728,867
C. Total shares if Amendment is approved (A + B)	3,036,943
D. Total outstanding shares of Common Stock ⁽³⁾	28,012,406
E. Total LTIP Shares as a percentage of outstanding shares (C ÷ D)	10.84%

(1) Includes shares subject to the 2023 Long-Term Incentive Awards. As of March 11, 2023, 238,867 shares remained available for issuance under the LTIP, after taking into account the 2023 Long-Term Incentive Awards.

(2) As of March 11, 2023, outstanding stock options have a weighted average exercise price of \$2.55 and a weighted average term of 1.67 years.

(3) As of February 28, 2023.

We currently anticipate that the share reserve under the LTIP, if the Amendment is approved, will provide adequate shares for our equity compensation programs for approximately one year.



PROPOSAL 4

RATIFICATION OF THE COMPANY'S INDEPENDENT AUDITORS

The Audit Committee of our Board has selected the firm of KPMG LLP (“KPMG”) as the Company’s independent auditors for 2023. Our Board and the Audit Committee believe that the continued retention of KPMG as the Company’s independent auditor is in the best interests of the Company and its stockholders. Stockholder ratification of this selection is not required by law or by our Bylaws. Nevertheless, our Board has chosen to submit it to the stockholders for their ratification.

Engagement of Independent Auditors

The Audit Committee annually reviews KPMG’s independence and performance in determining whether to retain KPMG or engage another independent registered public accounting firm as the Company’s independent auditors. The Audit Committee has received the written disclosures and the letter from KPMG required by applicable requirements of the Public Company Accounting Oversight Board (“PCAOB”) regarding KPMG’s communications with the Audit Committee concerning independence, and has discussed with KPMG its independence. Based on this review, the Audit Committee believes that KPMG is independent and well-qualified to serve as the Company’s independent auditors.

Representatives of KPMG are expected to be present at the Meeting with the opportunity to make a statement if they desire to do so and will be available to respond to appropriate questions.

Fee Information

Set forth below are the fees paid by the Company to KPMG for fiscal years 2021 and 2022 and Transition Year Ended 2022.

	TYE22 (\$)	2022 (\$)	2021 (\$)
Audit Fees	5,079,700	5,069,445	6,349,743
Audit-Related Fees	—	18,590	—
All Other Fees	—	—	13,436
Tax Fees	141,005	355,860	324,156



Audit Fees. Audit fees include the aggregate fees for the audit of our annual consolidated financial statements and internal controls, and the reviews of each of the quarterly consolidated financial statements included in our Quarterly Reports on Form 10-Q. These fees also include statutory and other audit work performed with respect to certain of our subsidiaries.

Audit-Related Fees. Audit-related fees include accounting advisory services related to the accounting treatment of transactions or events, including acquisitions, and to the adoption of new accounting standards, as well as additional procedures related to accounting records performed to comply with regulatory reporting requirements and to provide certain attest reports.

All Other Fees. All other fees were for advisory services related to compliance with regulatory reporting requirements.

Tax Fees. Tax fees were for tax compliance services and assistance with federal and provincial tax-related matters for certain international entities.

Pre-Approval Policies and Procedures

All of the fees (i.e., 100% of the fees) described above were approved by the Audit Committee. The Audit Committee is responsible for overseeing the audit fee negotiations associated with the retention of KPMG to perform the audit of our annual consolidated financial statements and internal controls. The Audit Committee has policies and procedures that require the pre-approval by the Audit Committee of all fees paid to, and all services performed by, our independent accounting firm. At the beginning of each fiscal year, the Audit Committee approves the proposed services, including the nature, type and scope of services contemplated and the related fees, to be rendered by KPMG during the year. In addition, Audit Committee pre-approval is required for those engagements that may arise during the course of the year that are outside the scope of the initial services and fees pre-approved by the Audit Committee. The Audit Committee has delegated this pre-approval authority to its Chair for all services requiring pre-approval between regularly scheduled Audit Committee meetings. Any services approved by the Audit Committee Chair pursuant to this delegated authority must be reported to the full Audit Committee at its next regularly scheduled meeting.

Pursuant to the Sarbanes-Oxley Act of 2002, the fees and services provided as noted in the table above were authorized and approved by the Audit Committee in compliance with the pre-approval policies and procedures described herein.

Vote Required

Of the shares represented and entitled to vote at the Meeting (whether in person or by proxy), more votes must be cast in favor of than votes cast against the proposal to ratify and approve the selection of KPMG as the Company's independent auditors for 2023, in order for this proposal to be adopted. The persons named in the accompanying proxy card will vote FOR the foregoing proposal unless otherwise directed therein. Abstentions and broker non-votes will have no effect on this proposal. If more votes are cast AGAINST this proposal than FOR, our Board will take such decision into consideration in selecting independent auditors for the Company, but the Board may still elect in its discretion to retain KPMG. Conversely, even if the appointment of KPMG is ratified by our stockholders, the Board in its discretion may appoint a different independent auditing firm at any time during the year if the Board determines that a change in auditors would be in the best interests of our Company and our stockholders.

Recommendation

Our Board unanimously recommends that stockholders vote FOR the ratification of the appointment of KPMG as the Company's independent auditors for 2023.



AUDIT COMMITTEE REPORT

The Audit Committee's principal functions are to select an independent auditor, to assist our Board in fulfilling its responsibility for oversight of the Company's accounting and internal control over financial reporting and principal accounting policies, to recommend to our Board, based on its discussions with the Company's management and independent auditor, the inclusion of the audited financial statements in the Company's Annual Report on Form 10-K, to oversee the entire independent audit function, and to oversee ESG disclosures and the adequacy and effectiveness of internal controls related to such disclosures, and to coordinate with the ESG Committee with respect to such matters.

The Company believes that each of the three members of the Audit Committee satisfies the requirements of the applicable rules of the SEC and the NYSE as to independence, financial literacy and experience. Our Board has determined that at least one member, Brian D. Truelove, is an audit committee financial expert as defined by the SEC. Our Board has adopted a charter for the Audit Committee, a copy of which is available on the Company's website at www.bristowgroup.com by clicking "Investors," then "Governance" and then "Governance Documents".

Management is responsible for the Company's financial statements and internal control over financial reporting. The independent auditors are responsible for performing an independent audit of the Company's consolidated financial statements in accordance with the standards of the PCAOB (United States) and issuing a report thereon. The independent auditors are also responsible for performing an independent audit of the Company's internal control over financial reporting.

The Audit Committee reviewed and discussed with management and the independent auditors the audited financial statements for Transition Year Ended 2022 (the "Audited Financial Statements"), management's assessment of the effectiveness of the Company's internal control over financial reporting, and the independent auditors' evaluation of the Company's system of internal control over financial reporting. The Audit Committee has discussed with KPMG, the Company's independent auditors, the matters required to be discussed by applicable requirements of the PCAOB and the SEC. In addition, the Audit Committee has received the written disclosures and the letter from the independent auditors required by applicable requirements of the PCAOB regarding the independent auditors' communications with the Audit Committee concerning independence, and has discussed with the independent auditors their independence from the Company and our management.

Based on the review and discussions with the Company's management and independent auditor, as set forth above, the Audit Committee recommended to our Board, and our Board has approved, that the Audited Financial Statements be included in the Company's Transition Report on Form 10-KT for the nine-month transition period ended December 31, 2022, as filed with the SEC.

Audit Committee

Brian D. Truelove, Chair
Wesley E. Kern
Robert J. Manzo

The foregoing report shall not be deemed incorporated by reference by any general statement or reference to this Proxy Statement into any filing under the Securities Act or under the Exchange Act, except to the extent that the Company specifically incorporates this information by reference therein, and shall not otherwise be deemed filed under those Acts.



OTHER MATTERS

The Board does not intend to present any other matter at the Meeting. The Board has not been informed that any other person intends to present any other matter for action at the Meeting. If any other matters properly come before the Meeting, the persons named in the accompanying proxy intend to vote the proxies in accordance with their best judgment.

Review and Approval of Related Party Transactions

Consistent with applicable regulatory requirements, our Related Party Transactions Policy requires disclosure, preapproval and tracking of any proposed arrangements that meet the criteria outlined below.

“Related Party Transactions” are defined as any financial transaction, arrangement or relationship in which:

- a. the aggregate amount involved will or may be expected to exceed \$120,000 in any fiscal year;
- b. the Company is a participant; and
- c. any Related Person (as defined in the Related Party Transactions Policy) has or will have a direct or indirect material interest.

“Related Persons” are defined as any person who is, or was at any time since the beginning of the Company’s last fiscal year:

- a. a director or a director nominee;
- b. an executive officer of the Company or an employee of the Company subject to the provisions of Section 16 of the Exchange Act or an Immediate Family Member (as defined in the Related Party Transactions Policy) thereof; or
- c. any person who, at the time of the occurrence or existence of the transaction at issue, is a beneficial owner of more than 5% of our Common Stock or an Immediate Family Member thereof.

If the Company’s Chief Compliance Officer concludes that a proposed transaction, arrangement or relationship is a Related Party Transaction, it must then be submitted to the Audit Committee, which will determine whether to authorize the proposed transaction, arrangement or relationship after considering factors and guidelines listed in the Related Party Transactions Policy.

No Related Party Transactions

There were no Related Party Transactions between the Company, including any of its subsidiaries, and any Related Person during Transition Year Ended 2022.

Section 16(a) Beneficial Ownership Reporting Compliance

Pursuant to Section 16(a) of the Exchange Act, the Company’s directors, certain officers and any beneficial owner of 10% or more of our outstanding Common Stock (collectively, “Section 16 Persons”) are required to file, with the SEC, reports of ownership (Form 3) and changes of ownership (Form 4 and Form 5) of our Common Stock with the SEC. Copies of all such reports are required to be furnished to the Company. To our knowledge, based solely upon our review of the copies of such reports furnished to us for Transition Year Ended 2022 and other information, all filing requirements for the Section 16 Persons have been complied with during or with respect to Transition Year Ended 2022.



Annual Report

The Company's Transition Report on Form 10-KT for the nine-month transition period ended December 31, 2022 has been furnished to all stockholders, primarily via the Internet and alternatively by mail if requested. **We will provide without charge to you, upon written request, an additional copy of our annual report and the reports and other information filed with the SEC.** Any requests for copies of information, the annual report or other filings with the SEC should be directed to Elizabeth Matthews, Senior Vice President, General Counsel, Head of Government Affairs, and Corporate Secretary, Bristow Group Inc., 3151 Briarpark Drive, Suite 700, Houston, Texas 77042.

Stockholder Proposals for 2024 Annual Meeting

Proposals that stockholders believe should be voted upon at the Annual Meeting of Stockholders of the Company may be eligible for inclusion in the Company's proxy statement. Stockholder proposals for the 2024 Annual Meeting of Stockholders must be received in accordance with the provisions of Rule 14a-8 under the Exchange Act by the Company on or before December 26, 2023, which is the 120th calendar day before the anniversary of the date of this Proxy Statement, to be eligible for inclusion in the proxy statement and proxy card relating to the 2024 Annual Meeting of Stockholders pursuant to Rule 14a-8. If the date of the 2024 Annual Meeting of Stockholders has been changed by more than 30 days from the date of this year's Meeting, then the deadline will be a reasonable time before the Company begins to print and send its proxy materials. Any such proposals should be sent via registered, certified or express mail to: Corporate Secretary, Bristow Group Inc., 3151 Briarpark Drive, Suite 700, Houston, Texas 77042.

As a separate and distinct matter from proposals under Rule 14a-8, in accordance with Section 1.12 of our Bylaws, in order for business to be properly brought before the next Annual Meeting of Stockholders by a stockholder, such stockholder must deliver to the Company timely notice thereof. To be timely, a stockholder's notice must be delivered or mailed to and received by the Corporate Secretary at the principal executive offices of the Company, not earlier than the close of business on the 120th day nor later than the close of business on the 90th day prior to the first anniversary date of the previous year's Annual Meeting of Stockholders. Accordingly, for the 2024 Annual Meeting of Stockholders, notice will have to be delivered or received by the Company not earlier than the close of business on February 8, 2024, or later than the close of business on March 9, 2024. If, however, the date of the 2024 Annual Meeting of Stockholders is more than 30 days before or more than 60 days after such anniversary date, then, to be considered timely, notice by the stockholders must be received not earlier than the close of business on the 120th day nor later than the close of business on the 90th day prior to the date of such Annual Meeting of Stockholders or, if the first public announcement of the date of such Annual Meeting of Stockholders is less than 100 days prior to the date of such Annual Meeting of Stockholders, the 10th day following the day on which public announcement of the date of such Annual Meeting of Stockholders is first made by the Company. In no event shall the public announcement of an adjournment or postponement of an Annual Meeting of Stockholders commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. The notice must set forth the information required by the provisions of our Bylaws dealing with stockholder proposals and nominations of directors. Under current SEC rules, the Company is not required to include in its proxy statement any director nominated by a stockholder using this process. If the Company chooses not to include such a nominee, the stockholder will be required to distribute its own proxy materials in connection with its solicitation of proxies with respect to that nominee.

Duplicate Mailings (Householding) of Proxy Materials

The SEC permits a single set of annual reports and proxy statements to be sent to any household at which two or more stockholders reside if they appear to be members of the same family. Each stockholder continues to receive a separate proxy card. This procedure, referred to as householding, reduces the volume of duplicate information stockholders receive and reduces mailing and printing expenses. A number of brokerage firms have instituted householding.



As a result, if you hold your shares through a broker and you reside at an address at which two or more stockholders reside, you will likely be receiving only one annual report and proxy statement unless any stockholder at that address has given the broker contrary instructions. However, if any such beneficial stockholder residing at such an address wishes to receive a separate annual report or proxy statement in the future, or if any such beneficial stockholder that elected to continue to receive separate annual reports or proxy statements wishes to receive a single annual report or proxy statement in the future, that stockholder should contact his or her broker or send a request to Corporate Secretary, Bristow Group Inc., 3151 Briarpark Drive, Suite 700, Houston, Texas 77042, telephone number (713) 267-7600. Requests from beneficial owners of our shares must set forth a good faith representation that as of April 10, 2023, the requester was a beneficial owner of shares entitled to vote at the Meeting. The Company will deliver, promptly upon such a written or oral request to the Corporate Secretary, a separate copy of the Company's Transition Report on Form 10-KT and this Proxy Statement to a stockholder at a shared address to which a single copy of the documents was delivered.

Important Voting Information

Voting of the Proxy

Shares represented by all properly executed proxies will be voted as directed in the proxies. If no direction is specified, such shares will be voted "FOR" the nominees and "FOR" the other proposals set forth above.

Broker Non-Votes

Your broker is not permitted to vote on your behalf on the election of directors and other matters that may be considered at the Meeting (except on (i) the ratification of the appointment of KPMG as the Company's independent auditors for 2023 and (ii) the adjournment or postponement of the Meeting), unless you provide specific instructions by completing and returning the Voting Instruction Form. For your vote to be counted, you will need to communicate your voting decisions to your broker, bank or other financial institution before the date of the Meeting. You may not vote your shares electronically at the Meeting unless you receive a valid proxy from your brokerage firm, bank, broker dealer or other nominee holder. Please refer to the voter instruction cards used by your bank, broker or other nominee holder for specific instructions on methods of voting, including using the Internet or by telephone.

Your Participation in Voting the Shares You Own is Important

Voting your shares is important to ensure that you have a say in the governance of the Company. Please review the proxy materials and follow the instructions on the proxy card or Voting Instruction Form to vote your shares. The Company encourages you to exercise your rights and fully participate as a stockholder in the Company's future.

More Information is Available

If you have any questions about the proxy voting process, please contact the broker, bank or other financial institution if you hold your shares in "street name." The SEC also has a website (www.sec.gov/spotlight/proxymatters.shtml) with more information about your rights as a stockholder. Additionally, you may contact the Company's Investor Relations Department at InvestorRelations@bristowgroup.com.

By Order of our Board of Directors,

Elizabeth Matthews
*Senior Vice President, General Counsel, Head
of Government Affairs, and Corporate Secretary*

April 24, 2023



APPENDIX A

Reconciliation of Non-GAAP Financial Measures

EBITDA and Adjusted EBITDA are presented as supplemental measures of the Company's operating performance. EBITDA is defined as earnings before interest expense, taxes, depreciation and amortization. Adjusted EBITDA is defined as EBITDA further adjusted for special items that occurred during the reporting period and noted in the applicable reconciliation. Management believes that the use of EBITDA and Adjusted EBITDA is meaningful to investors because it provides information with respect to our ability to meet our future debt service, capital expenditures and working capital requirements, the financial performance of our assets without regard to financing methods, capital structure or historical cost basis. The GAAP measure most directly comparable to EBITDA and Adjusted EBITDA is net income. Since neither EBITDA nor Adjusted EBITDA is a recognized term under GAAP, they should not be used as an indicator of, or an alternative to, net income as a measure of operating performance. In addition, EBITDA and Adjusted EBITDA are not intended to be measures of free cash flow available for discretionary use, as they do not take into account certain cash requirements, such as debt service requirements. Because the definitions of EBITDA and Adjusted EBITDA (or similar measures) may vary among companies and industries, they may not be comparable to other similarly titled measures used by other companies.

Adjusted EBITDA

	Transition Year Ended December 31, 2022 (\$)
Net income	13,585
Depreciation and amortization	49,587
Interest expense	30,707
Income tax expense	7,494
EBITDA	101,373
Special items ⁽¹⁾	20,466
Adjusted EBITDA	121,839

(1) Special items include:

	Transition Year Ended December 31, 2022 (\$)
Loss on impairment	5,187
Merger and integration costs	994
PBH amortization	10,229
Reorganization items, net	99
Other special items ⁽²⁾	3,957
	20,466

(2) Other special items include professional services fees that are not related to continuing business operations and other nonrecurring costs



PERFORMANCE-BASED STIP ADJUSTED EBITDA

	Transition Year Ended December 31, 2022 (\$)
Net income	13,585
<i>Income tax expense</i>	7,494
<i>Interest income</i>	(1,651)
<i>Interest expense</i>	30,707
<i>Reorganization items, net</i>	99
<i>Other income, net</i>	(20,363)
Operating income	29,871
<i>Earnings from unconsolidated affiliates, net</i>	(1,461)
<i>Loss on disposal of assets</i>	480
<i>Depreciation and amortization</i>	49,587
<i>Special items⁽¹⁾</i>	23,059
STIP Adjusted EBITDA	101,536

(1) Special items include:

	Transition Year Ended December 31, 2022 (\$)
Loss on impairment	5,187
PBH intangible amortization	10,229
Merger and integration costs	994
Insurance-related costs, net	302
Other special items^(a)	6,347
	23,059

(a) Other special items include professional services fees that are not related to continuing business operations and other nonrecurring costs.



CASH RETURN ON INVESTED CAPITAL

For purposes of the Company's long-term incentive program for Transition Year Ended 2022, Cash Return on Invested Capital ("Cash ROIC") will be calculated as follows:

$$\text{Cash ROIC} = (\text{Adjusted EBITDA} - \text{Maintenance CapEx}^{(*)} - \text{Cash Taxes}) / (\text{Gross Debt} + \text{Financial Leases} + \text{Book Equity})$$

Given the nine-month transition, no performance periods were completed during the Transition Year Ended 2022 with respect to Cash ROIC PSUs. The table below is based on amounts for the transition period and meant to show an illustration of the calculation used to determine Cash ROIC performance.

	TYE22 Actuals
STIP Adjusted EBITDA	\$ 101,536
Maintenance CapEx ^(*)	(10,269)
Cash Taxes	(16,841)
Cash Return	74,426
Average Invested Capital	\$ 1,336,794
ROIC	5.6 %

(*) Maintenance CapEx means capital expenditures that relate to the maintenance, repair or replacement of existing assets and capital expenditures that do not materially enhance the functionality of an asset. Examples include: replacement tooling; replacement vehicles; fixed-wing capital maintenance; IT system upgrades that do not significantly affect functionality, etc.

NET DEBT

Net Debt, which is a non-GAAP measure, defined as total principal balance on borrowings less unrestricted cash and cash equivalents. The GAAP measure most directly comparable to Net Debt is total debt. Since Net Debt is not a recognized term under GAAP, it should not be used as an indicator of, or an alternative to, total debt. Management uses net debt to determine the Company's outstanding debt obligations that would not be readily satisfied by its cash and cash equivalents on hand. Management believes this metric is useful to investors in determining the Company's leverage position since the Company has the ability to, and may decide to, use a portion of its cash and cash equivalents to reduce debt.

	Amount (\$)	Rate	Maturity
Cash	164		
ABL (\$85mm)	—	S+200 bps	May-27
Senior Secured Notes	400	6.875%	Mar-28
Lombard Debt (BULL)	69	S+228 bps	Dec-23
Lombard Debt (BALL)	57	S+228 bps	Jan-24
Total Debt ⁽¹⁾	526		
Less: Unrestricted Cash	(160)		
Net Debt	366		

(1) In January 2023, the Company entered into two thirteen-year secured equipment financings for an aggregate amount up to £145 million. The proceeds from the financings were used to refinance the indebtedness of the previous equipment financing facilities (Lombard Debt) coming due and provide additional financing to support Bristow's obligations under its SAR contracts in the U.K.



APPENDIX B

Amendment No. 1 to Bristow Group Inc. 2021 Equity Incentive Plan

THIS AMENDMENT NO. 1 (this “**Amendment**”) to the Bristow Group Inc. 2021 Equity Incentive Plan (the “**Plan**”) is made by Bristow Group Inc. (the “**Company**”) pursuant to the Plan, as follows:

WHEREAS, the Company previously adopted the Plan for the benefit of its eligible participants;

WHEREAS, pursuant to Section 12.2 of the Plan, the Board of Directors (the “**Board**”) has the power and authority to amend the Plan; and

WHEREAS, the Board desires to increase the maximum number of shares of common stock of the Company (“**Shares**”) that may be issued in connection with awards granted under the Plan from 1,640,000 to 2,130,000 Shares.

NOW, THEREFORE, pursuant to the Plan, the Board hereby amends the Plan in the following respects:

1. Shares Subject to the Plan. Section 4.1 of the Plan is hereby amended in its entirety as follows:

“4.1 Number of Shares. Subject to adjustment under Article IX and the terms of this Article IV, the maximum number of Shares that may be issued pursuant to Awards under the Plan shall be equal to (a) 2,130,000 Shares minus (b) one Share for each Share issued under awards granted under the Pre-existing Plans on or after the Effective Date minus (c) one Share for each Share issued under awards granted under the Plan on or after the Effective Date, and plus (d) the number of Shares subject to awards under the Pre-existing Plans or the Plan that become available in accordance with Section 4.2 after the Effective Date (the “Overall Share Limit”). Shares issued under the Plan may consist of authorized but unissued Shares, Shares purchased on the open market or treasury Shares.”

2. Full Force and Effect. Except as otherwise set forth in this Amendment, the Plan shall remain in full force and effect.
3. Effective Date of Amendment. This Amendment shall not become effective unless the stockholders of the Company approve the increase to the share reserve of the Plan, as set forth in Item 1 above, during the 2023 annual meeting of the stockholders on June 7, 2023. If approved, then this Amendment shall become effective as of the date of such meeting.

IN WITNESS WHEREOF, the Company, by its duly authorized officer, has executed this Amendment on June 7, 2023.

BRISTOW GROUP INC.

By: _____

Name: _____

Title: _____



APPENDIX C

Bristow Group Inc. 2021 Equity Incentive Plan

Article I. Purpose

The purpose of the Plan is to enhance the Company's ability to attract, retain and motivate persons who make (or are expected to make) important contributions to the Company by providing these individuals with equity ownership opportunities. Capitalized terms used in the Plan and not defined elsewhere in the text are defined in Article XIII.

Article II. Eligibility

Employees, Consultants or Directors are eligible to be granted Awards under the Plan, subject to the limitations described in the Plan. Incentive Stock Options may only be granted to eligible Employees as provided in Section 5.8.

Article III. Administration and Delegation

3.1 Administration. The Plan is administered by the Administrator. Subject to the terms of the Plan and Applicable Laws, the Administrator has authority to:

- a. determine which Service Providers receive Awards, grant Awards and set Award terms and conditions;
- b. provide that any Award will become vested and fully or partially exercisable or realizable, provide for the extension of exercisability of an Award, or waive any restriction or condition contained in the Plan or an Award Agreement;
- c. provide that any Award may be settled in cash (in lieu of shares);
- d. take all actions and make all determinations under the Plan, to interpret the Plan and Award Agreements and to adopt, amend and repeal Plan administrative rules, guidelines and practices as it deems advisable; and
- e. correct defects and ambiguities, supply omissions and reconcile inconsistencies in the Plan or any Award Agreement as it deems necessary or appropriate to administer the Plan and any Awards

3.2 Delegation of Authority. To the extent Applicable Laws and the terms of the Plan permit, the Board may delegate any or all of its powers under the Plan to one or more Committees or officers of the Company or any of its Subsidiaries; provided, that, any such officer delegation shall be in accordance with Section 157(c) of the Delaware General Corporation Law and shall exclude the power to grant Awards to non-employee Directors or Section 16 Persons. The Board may exercise concurrent authority with any Committee, may abolish any Committee and/or re-vest in itself any previously delegated authority at any time. The Board or Committee, as applicable, may engage or authorize the engagement of a third party administrator to carry out the administrative functions of the Plan.

3.3 Discretion. Except as the Plan otherwise provides, each Award may be made alone or in addition or in relation to any other Award. The terms of each Award to a Participant need not be identical, and the Administrator need not treat Participants or Awards (or portions thereof) uniformly. The Administrator's determinations under the Plan are in its sole discretion and will be final and binding on all persons having or claiming any interest in the Plan or any Award.

Article IV. Stock Available for Awards

4.1 Number of Shares. Subject to adjustment under Article IX and the terms of this Article IV, the maximum number of Shares that may be issued pursuant to Awards under the Plan shall be equal to (a) 1,640,000 Shares minus



(b) one Share for each Share issued under awards granted under the Pre-existing Plans on or after the Effective Date and plus (c) the number of Shares subject to awards under the Pre-existing Plans that become available in accordance with Section 4.2 after the Effective Date (the “Overall Share Limit”). Shares issued under the Plan may consist of authorized but unissued Shares, Shares purchased on the open market or treasury Shares.

4.2 Share Recycling. If all or any part of an Award granted under the Plan or an award granted under a Pre-existing Plan expires, lapses or is terminated, exchanged for or settled in cash, surrendered, repurchased, canceled without having been fully exercised or forfeited, in any case, in a manner that results in the Company acquiring Shares covered by such award at a price not greater than the price (as adjusted to reflect any Equity Restructuring) paid by the Participant for such Shares or not issuing any Shares covered by such award, the unused Shares covered by such award will, as applicable, become or again be available for grants under the Plan. The payment of Dividend Equivalents in cash in conjunction with any outstanding Awards will not count against the Overall Share Limit. Notwithstanding anything to the contrary contained herein, the following Shares will not be added to the Shares authorized for grant under Section 4.1 and will not be available for future grants of Awards: (i) Shares subject to a Stock Appreciation Right that are not issued in connection with the stock settlement of the Stock Appreciation Right on exercise thereof; (ii) Shares purchased on the open market with the cash proceeds from the exercise of Options; and (iii) Shares delivered (either by actual delivery or attestation) to the Company by a Participant to satisfy the applicable exercise or purchase price of an Award and/or to satisfy any applicable tax withholding obligation (including Shares retained by the Company from the Award being exercised or purchased and/or creating the tax obligation).

4.3 Incentive Stock Option Limitations. The number of Shares that may be issued pursuant to the exercise of Incentive Stock Options is equal to 1,640,000.

4.4 Substitute Awards. In connection with an entity’s merger or consolidation with the Company or the Company’s acquisition of an entity’s property or stock, the Administrator may grant Awards in substitution for any options or other stock or stock-based awards granted before such merger or consolidation by such entity or its affiliate (such awards, “Substitute Awards”). Substitute Awards may be granted on such terms as the Administrator deems appropriate, notwithstanding limitations on Awards in the Plan. Substitute Awards will not count against the Overall Share Limit (nor shall Shares subject to a Substitute Award be added to the Shares available for Awards under the Plan as provided above), except that Shares acquired by exercise of substitute Incentive Stock Options will count against the maximum number of Shares that may be issued pursuant to the exercise of Incentive Stock Options under the Plan. Additionally, in the event that a company acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines has shares available under a pre-existing plan approved by stockholders and not adopted in contemplation of such acquisition or combination, the shares available for grant pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other adjustment or valuation ratio or formula used in such acquisition or combination to determine the consideration payable to the holders of common stock of the entities party to such acquisition or combination) may be used for Awards under the Plan and shall not reduce the Shares authorized for grant under the Plan (and Shares subject to such Awards shall not be added to the Shares available for Awards under the Plan as provided above); provided that Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not Employees, Consultants or Directors prior to such acquisition or combination.

4.5 Minimum Vesting Standards. Any Award granted under the Plan to a Participant shall be subject to a minimum vesting period of at least twelve months, except in the case of Substitute Awards and Awards granted solely in exchange for foregone cash compensation. Notwithstanding the immediately preceding sentence, (a) the Administrator may permit and authorize acceleration of vesting of Awards pursuant to Section 9.2 of the Plan, and (b) the Administrator may grant Awards without respect to the minimum vesting standards, with respect to Awards covering in the aggregate no more than five percent of the total number of Shares authorized under the Plan.



4.6 Non-Employee Director Compensation. Notwithstanding any provision to the contrary in the Plan, the Administrator may establish compensation for non-employee Directors from time to time, subject to the limitations in the Plan. The sum of any cash compensation, or other compensation, and the value (determined as of the grant date in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718, or any successor thereto) of Awards granted to a non-employee Director as compensation for services as a non-employee Director during any fiscal year of the Company may not exceed \$690,000 (the “Director Limit”).

Article V. Stock Options and Stock Appreciation Rights

5.1 General. The Administrator may grant Options or Stock Appreciation Rights to Service Providers subject to the limitations in the Plan, including any limitations in the Plan that apply to Incentive Stock Options.

5.2 Exercise Price. The Administrator will establish the exercise price for each Option and Stock Appreciation Right and specify the exercise price in the Award Agreement. The exercise price will not be less than 100% of the Fair Market Value on the grant date of the Option or Stock Appreciation Right (subject to Section 5.8). Notwithstanding the foregoing, in the case of an Option or a Stock Appreciation Right that is a Substitute Award, the exercise price per share of the Shares subject to such Option or Stock Appreciation Right, as applicable, may be less than the Fair Market Value per share on the date of grant; provided that the exercise price of any Substitute Award shall be determined in accordance with the applicable requirements of Sections 424 and 409A of the Code.

5.3 Duration. Each Option or Stock Appreciation Right will be exercisable at such times and as specified in the Award Agreement, provided that the term of an Option or Stock Appreciation Right will not exceed ten (10) years from the applicable grant date (subject to Section 5.8).

5.4 Exercise. Options and Stock Appreciation Rights may be exercised by delivering to the Company a written notice of exercise, in a form the Administrator approves (which may be electronic), signed by the person authorized to exercise the Option or Stock Appreciation Right, together with, as applicable, payment in full for the number of Shares for which the Award is exercised and any applicable taxes. Unless the Administrator otherwise determines, an Option or Stock Appreciation Right may not be exercised for a fraction of a Share.

5.5 Automatic Extension. Notwithstanding the foregoing and unless determined otherwise by the Company, if on the last business day of the term of an Option or Stock Appreciation Right (i) the exercise of the Option or Stock Appreciation Right is prohibited by Applicable Law, as determined by the Company, or (ii) Shares may not be purchased or sold by the applicable Participant due to any Company insider trading policy (including blackout periods) or a “lock-up” agreement undertaken in connection with an issuance of securities by the Company, the term of the Option or Stock Appreciation Right will be extended until the date that is thirty (30) days after the end of the legal prohibition, black-out period or lock-up agreement, as determined by the Company; provided, however, in no event will the extension last beyond the ten (10) year term of the applicable Option or Stock Appreciation Right. Notwithstanding the foregoing, to the extent permitted under Applicable Laws, if the Participant, prior to the end of the term of an Option or Stock Appreciation Right, violates the non-competition, non-solicitation, confidentiality or other similar restrictive covenant provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company or any of its Subsidiaries, the right of the Participant and the Participant’s transferees to exercise any Option or Stock Appreciation Right issued to the Participant will terminate immediately upon such violation, unless the Company otherwise determines.

5.6 Payment Upon Option Exercise. Subject to any Company insider trading policy (including blackout periods) and Applicable Laws, the exercise price of an Option must be paid by:

- a. cash, wire transfer of immediately available funds or by check payable to the order of the Company;
- b. if there is a public market for Shares at the time of exercise, unless the Company otherwise determines, through a Broker Assisted Transaction;



- c. to the extent permitted by the Administrator, delivery (either by actual delivery or attestation) of Shares owned by the Participant valued at their Fair Market Value;
- d. to the extent permitted by the Administrator, surrendering Shares then issuable upon the Option's exercise valued at their Fair Market Value on the exercise date; or
- e. any combination of the above payment forms approved by the Administrator or any other property that the Administrator determines is good and valuable consideration.

5.7 Additional Terms of Incentive Stock Options.

- a. **Eligibility; Greater than 10% Stockholders.** The Administrator may grant Incentive Stock Options only to employees of the Company, any of its present or future parent or subsidiary corporations, as defined in Sections 424(e) or (f) of the Code, respectively, and any other entities the employees of which are eligible to receive Incentive Stock Options under the Code. If an Incentive Stock Option is granted to a Greater Than 10% Stockholder, the exercise price will not be less than 110% of the Fair Market Value on the Option's grant date, and the term of the Option will not exceed five years. All Incentive Stock Options will be subject to and construed consistently with Section 422 of the Code.
- b. **Notice Obligations by Participant.** By accepting an Incentive Stock Option, the Participant agrees to give prompt notice to the Company of dispositions or other transfers of Shares acquired under the Option made within (i) two (2) years from the grant date of the Option or (ii) one (1) year after the transfer of such Shares to the Participant, specifying the date of the disposition or other transfer and the amount the Participant realized, in cash, other property, assumption of indebtedness or other consideration, in such disposition or other transfer.
- c. **No Liability for Failure to Qualify.** Neither the Company nor the Administrator will be liable to a Participant, or any other party, if an Incentive Stock Option fails or ceases to qualify as an "incentive stock option" under Section 422 of the Code. Any Incentive Stock Option or portion thereof that fails to qualify as an "incentive stock option" under Section 422 of the Code for any reason, including becoming exercisable with respect to Shares having a fair market value exceeding the \$100,000 limitation under Treasury Regulation Section 1.422-4, will be a Nonqualified Stock Option.

Article VI. Restricted Stock; Restricted Stock Units

6.1 General. The Administrator may grant Restricted Stock, or the right to purchase Restricted Stock, to any Service Provider, subject to the Company's right to repurchase all or part of such Shares at their issue price or other stated or formula price from the Participant (or to require forfeiture of such Shares) if conditions the Administrator specifies in the Award Agreement are not satisfied before the end of the applicable restriction period or periods that the Administrator establishes for such Award. In addition, the Administrator may grant Restricted Stock Units to any Service Provider, which may be subject to vesting and forfeiture conditions during the applicable restriction period or periods, as set forth in an Award Agreement.

6.2 Restricted Stock.

- a. **Stockholder Rights.** Unless otherwise determined by the Administrator, each Participant holding shares of Restricted Stock will be entitled to all the rights of a stockholder with respect to such Shares, subject to the restrictions in the Plan and the applicable Award Agreement.
- b. **Dividends.** Dividends (whether paid in cash, Shares or other property) shall only be paid out to a Participant holding shares of Restricted Stock to the extent that the vesting conditions of such Award are



subsequently satisfied. All such dividend payments will be made no later than March 15 of the calendar year following the calendar year in which the right to the dividend payment becomes nonforfeitable.

- c. **Stock Certificates.*** The Company may require that the Participant deposit in escrow with the Company (or its designee) any stock certificates issued in respect of shares of Restricted Stock, together with a stock power endorsed in blank.

6.3 Restricted Stock Units.

- a. **Grant; Settlement.*** No Shares will be issued at the time a Restricted Stock Unit is granted, and the Company will not be required to set aside funds for the payment of any such Award. The Administrator may provide that settlement of Restricted Stock Units will occur upon or as soon as reasonably practicable after the Restricted Stock Units vest or will instead be deferred, on a mandatory basis or at the Participant's election, in a manner intended to comply with Section 409A.
- b. **Stockholder Rights.*** A Participant will have no rights of a stockholder with respect to Shares subject to any Restricted Stock Unit unless and until the Shares are delivered in settlement of the Restricted Stock Unit.

Article VII. Other Stock Based Awards

7.1 Other Stock Based Awards. Other Stock Based Awards may be granted to Participants, including Awards entitling Participants to receive Shares to be delivered in the future and including annual or other periodic or long-term cash bonus awards (whether based on specified Performance Criteria or otherwise), in each case subject to any conditions and limitations in the Plan. Such Other Stock Based Awards will also be available as a payment form in the settlement of other Awards, as standalone payments and as payment in lieu of compensation to which a Participant is otherwise entitled. Other Stock Based Awards may be paid in Shares, cash or other property, as the Administrator determines.

Article VIII. Dividend Equivalents

8.1 Dividend Equivalents. A grant of Restricted Stock Units or Other Stock Based Award may provide a Participant with the right to receive Dividend Equivalents. No Dividend Equivalents may be granted or will be payable with respect to Options, Stock Appreciation Rights or Restricted Stock. Dividend Equivalents (whether paid in cash, Shares or other property) shall only be paid out to a Participant to the extent that the vesting conditions of an associated Award are subsequently satisfied. All such Dividend Equivalent payments will be made no later than March 15 of the calendar year following calendar year in which the right to the Dividend Equivalent payment becomes nonforfeitable, unless deferred in a manner intended to comply with Section 409A.

Article IX. Adjustments for Changes in Common Stock and Certain Other Events

9.1 Equity Restructuring. In connection with any Equity Restructuring, the Administrator will equitably adjust each outstanding Award (including Performance Criteria) and the Overall Share Limit as it deems appropriate to reflect the Equity Restructuring, which may include adjusting the number and type of securities subject to each outstanding Award and/or the Award's exercise price or grant price (if applicable), granting new Awards to Participants, and making a cash payment to Participants. The adjustments provided under this Section will be nondiscretionary and final and binding on the affected Participant and the Company; provided that the Administrator will determine whether an adjustment is equitable.



9.2 Business Combinations. In the event of (x) any Change in Control, (y) any reorganization, merger, conversion, consolidation, spin-off transaction involving the Company, or (z) a sale or other disposition of all or substantially all of the assets of the Company (in a single transaction or series of related transactions) (each, a “*Business Combination*”), outstanding Awards acquired under the Plan will be subject to the agreement evidencing the Business Combination, which need not treat all outstanding Awards in an identical manner. Such agreement, without the Participant’s consent, may provide for one or more of the following with respect to outstanding Awards (or any portion of an Award) as of the effective date of such Business Combination:

- a. Continuation of an Award by the Company (if the Company is the successor entity).
- b. Assumption of an outstanding Award, or substitution by the successor or acquiring entity in such Business Combination (or by its parent) with an equivalent award with substantially the same terms for such outstanding Award, provided that the exercise price and the number and nature of shares issuable upon exercise of any assumed or substituted Award will be adjusted appropriately pursuant to Section 424(a) of the Code and/or Section 409A, as applicable.
- c. Full or partial acceleration of exercisability or vesting and accelerated expiration of an outstanding Award and lapse of the Company’s right to repurchase or re-acquire Shares acquired under an Award or lapse of forfeiture rights with respect to Shares acquired under an Award.
- d. Cancellation of an outstanding Award in exchange for the right to receive either an amount of cash or other property with a value equal to the amount that could have been obtained upon the exercise or settlement of such Award or realization of the Participant’s rights under the Award (which, in the case of a Change of Control, will be the Change in Control consideration payable to other holders of Common Stock determined by reference to the number of Shares subject to such vested Awards and net of any applicable exercise price); provided that, if the amount that could have been obtained upon the exercise or settlement of such Award or realization of the Participant’s rights, in any case, is equal to or less than zero, then the Award may be terminated without payment.

9.3 Effect of a Change in Control. Unless otherwise provided in an Award Agreement, notwithstanding any provision of the Plan to the contrary, in the event of a Change in Control, all then outstanding Awards which have not vested or become exercisable at the time of such Change in Control will immediately vest and become exercisable, and all performance goals or other vesting criteria relating to such Awards will be deemed to have been satisfied at the applicable “target” level and all other terms and conditions will be deemed met as of the consummation of such Change in Control.

9.4 Administrative Stand Still. In the event of any pending stock dividend, stock split, combination or exchange of shares, merger, consolidation or other distribution (other than normal cash dividends) of Company assets to stockholders, or any other extraordinary transaction or change affecting the Shares or the share price of Common Stock, including any Equity Restructuring or any securities offering or other similar transaction, for administrative convenience, the Administrator may refuse to permit the exercise of any Award for up to sixty (60) days before or after such transaction.

9.5 Company Discretion. Except as expressly provided in the Plan or the Administrator’s action under the Plan, no Participant will have any rights due to any subdivision or consolidation of Shares of any class, dividend payment, increase or decrease in the number of Shares of any class or dissolution, liquidation, merger, or consolidation of the Company or other corporation. Except as expressly provided with respect to an Equity Restructuring or the Administrator’s action under the Plan, no issuance by the Company of Shares of any class, or securities convertible into Shares of any class, will affect, and no adjustment will be made regarding, the number of Shares subject to an Award or the Award’s grant or exercise price. The existence of the Plan, any Award Agreements and the Awards granted hereunder will not affect or restrict in any way the Company’s right or power to make or authorize (i) any



adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, (ii) any merger, consolidation dissolution or liquidation of the Company or sale of Company assets or (iii) any sale or issuance of securities, including securities with rights superior to those of the Shares or securities convertible into or exchangeable for Shares. The Administrator may treat Participants and Awards (or portions thereof) differently under this Article IX.

Article X. Tax Matters

10.1 Responsibility for Taxes. A Participant must pay to the Company, or make provision satisfactory to the Administrator for payment of, any taxes required by Applicable Laws to be withheld in connection with such Participant's Awards by the date of the event creating the tax liability. The Company may deduct an amount sufficient to satisfy such tax obligations based on the applicable statutory withholding rates (or such other rate as may be determined by the Company after considering any accounting consequences or costs) from any payment of any kind otherwise due to a Participant. A Participant is ultimately liable and responsible for all taxes owed in connection with such Participant's Award, regardless of any action the Company or any Affiliate takes with respect to any tax withholding obligations that arise in connection with such Award. The Company and its Affiliates are under no obligation to structure the Plan or any Award granted thereunder to reduce or eliminate a Participant's tax liability.

10.2 Withholding Tax Payment Methods. Subject to any Company insider trading policy (including blackout periods), a Participant's withholding tax obligations may be satisfied (i) in cash, by wire transfer of immediately available funds, by check made payable to the order of the Company, (ii) to the extent permitted by the Administrator, in whole or in part by delivery of Shares, including Shares delivered by attestation and Shares retained from the Award creating the tax obligation, valued at their Fair Market Value on the date of delivery, (iii) if there is a public market for Shares at the time the tax obligations are satisfied, unless the Company otherwise determines, through a sale of Shares issuable on exercise or settlement of the Award and delivery of proceeds to the Company in a Broker Assisted Transaction, or (iv) to the extent permitted by the Company, any combination of the foregoing payment forms approved by the Administrator. The number of Shares which may be delivered or retained pursuant to clause (ii) of the immediately preceding sentence will be limited to the number of Shares which have a Fair Market Value on the date of delivery or retention no greater than the aggregate amount of such liabilities based on the maximum individual statutory tax rate in the applicable jurisdiction at the time of such withholding (or such other rate as may be required to comply with Applicable Laws or avoid the liability classification of the applicable award under generally accepted accounting principles in the United States of America), and the Company may impose a minimum holding period on any Shares so tendered if required by applicable accounting rules to avoid a charge to the Company's earnings for financial reporting purposes; notwithstanding anything to the contrary in the foregoing, an Award Agreement may include additional limits on the number of Shares which may be delivered or retained pursuant to clause (ii).

10.3 Section 409A.

- a. General.** The Company intends that all Awards be structured to comply with, or be exempt from, Section 409A, such that no adverse tax consequences (including accelerated taxation, interest, or penalties) under Section 409A apply. The Administrator may, without a Participant's consent, amend this Plan or Awards, adopt policies and procedures, or take any other actions (including retroactively) as are necessary or appropriate to preserve the intended tax treatment of Awards. However, the Company makes no representations or warranties as to the tax treatment of an Award under Section 409A or otherwise, and does not have any obligation under the Plan or otherwise to avoid the adverse tax consequences under Section 409A with respect to any Award and will have no liability to any Participant or any other person for any such adverse tax consequences.
- b. Separation from Service; Specified Employees.** If an Award provides for the deferral of compensation that is subject to Section 409A, then to the extent necessary to avoid adverse tax consequences under Section



409A: (i) any payment or settlement of such Award upon a termination of a Participant's Service Provider relationship will be made only upon the Participant's "separation from service" (within the meaning of Section 409A), whether such separation from service occurs upon or after the termination of the Participant's Service Provider relationship, and references to a "termination," "termination of employment" or like terms in an Award Agreement or other agreement with a Participant will mean a "separation from service," and (ii) if a Participant is a "specified employee" (within the meaning of Section 409A and as the Administrator determines), amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to the Plan during the six month period immediately following the Participant's Termination of Service will instead be paid (without interest) on the first payroll date after the six-month anniversary of the Participant's separation from service (or the Participant's death, if earlier).

- c. Business Combination.** If a Business Combination or Change in Control constitutes a payment event under any Award (or portion of any Award) which provides for the deferral of compensation that is subject to Section 409A, to the extent required to avoid adverse tax consequences under Section 409A, such transaction or event will only constitute a Business Combination or Change in Control, as applicable, for purposes of the payment timing of such Award if such transaction also constitutes a "change in ownership," a "change in effective control" or a "change in the ownership of a substantial portion of the assets" of the Company within the meaning of Section 409A.

Article XI. General Provisions Applicable to Awards

11.1 Transferability. Except as the Administrator may determine or provide in an Award Agreement or otherwise for Awards other than Incentive Stock Options, Awards may not be sold, assigned, transferred, pledged or otherwise encumbered, either voluntarily or by operation of law, except by will or the laws of descent and distribution, or, subject to the Administrator's consent, pursuant to a domestic relations order, and, during the life of the Participant, will be exercisable only by the Participant. Any permitted transfer of an Award hereunder shall be without consideration, except as required by Applicable Law. References to a Participant, to the extent relevant in the context, will include references to a Participant's authorized transferee that the Administrator specifically approves.

11.2 Documentation. Each Award will be evidenced in an Award Agreement, which may be written or electronic, as the Administrator determines. The Award Agreement will contain the terms and conditions applicable to an Award. Each Award may contain terms and conditions in addition to those set forth in the Plan.

11.3 Termination of Service Status; Transfer; Leave of Absence. For purposes of the Plan, no Termination of Service will be deemed to result from: (i) a transfer of employment to the Company from an Affiliate or from the Company to an Affiliate, or from one Affiliate to another; (ii) a change in status of a Service Provider where there is no break in service (for example, a change from an Employee to a Consultant), unless the Administrator determines otherwise; or (iii) an approved leave of absence for military service or sickness, or for any other purpose approved by the Company, if the Employee's right to reemployment is guaranteed either by a statute or by contract or under the policy pursuant to which the leave of absence was granted, or if the Administrator otherwise so provides in writing. The Administrator or its delegate will determine how any other change in a Participant's Service Provider status affects an Award and the extent to which, and the period during which the Participant or the Designated Beneficiary may exercise rights under the Award, if applicable. For purposes of the Plan, a Participant's employee-employer relationship or consultancy relationship will be deemed to be terminated in the event that the Affiliate employing or contracting with such Participant ceases to remain an Affiliate following any Business Combination (including a spin-off), even though the Participant may subsequently continue to perform services for that entity.

11.4 Amendment of Awards; No Repricing. The Administrator may amend, modify or terminate any outstanding Award, including by substituting another Award of the same or a different type, changing the exercise or settlement date, and converting an Incentive Stock Option to a Nonqualified Stock Option. The Participant's consent to such action will be required unless (i) the action, taking into account any related action, does not materially and adversely



affect the Participant's rights under the Award, or (ii) the change is permitted under the Plan in connection with an Equity Restructuring or a Business Combination, or pursuant to Section 10.3(a). Except in connection with an Equity Restructuring or a Business Combination, the terms of outstanding Options and Stock Appreciation Rights may not be amended by the Administrator to (i) reduce the exercise price of such outstanding Options or Stock Appreciation Rights or (ii) cancel such outstanding Options or Stock Appreciation Rights in exchange for cash, other Awards or Options or Stock Appreciation Rights with an exercise price that is less than the exercise price of the original Options or Stock Appreciation Rights, in each case without stockholder approval.

11.5 Conditions on Delivery of Stock. The Company will not be obligated to deliver any Shares under the Plan or remove restrictions from Shares previously delivered under the Plan until (i) all Award conditions have been met or removed to the Company's satisfaction, (ii) as determined by the Company, all other legal matters regarding the issuance and delivery of such Shares have been satisfied, including any applicable securities laws and stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Administrator deems necessary or appropriate. The Company's inability to obtain authority from any regulatory body having jurisdiction, which the Administrator determines is necessary to the lawful issuance and sale of any securities, will relieve the Company of any liability for failing to issue or sell such Shares as to which such requisite authority has not been obtained.

11.6 Data Privacy. As a condition for receiving any Award, each Participant explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of personal data as described in this section by and among the Company and its Subsidiaries and affiliates exclusively for implementing, administering and managing the Participant's participation in the Plan. The Company and its Affiliates may hold certain personal information about a Participant, including the Participant's name, address and telephone number; birthdate; social security, insurance number or other identification number; salary; nationality; job title(s); any Shares held in the Company or its Affiliates; and Award details, to implement, manage and administer the Plan and Awards (the "Data"). The Company and its Affiliates may transfer the Data amongst themselves as necessary to implement, administer and manage a Participant's participation in the Plan, and the Company and its Affiliates may transfer the Data to third parties assisting the Company with Plan implementation, administration and management. These recipients may be located in the Participant's country, or elsewhere, and the Participant's country may have different data privacy laws and protections than the recipients' country. By accepting an Award, each Participant authorizes such recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, to implement, administer and manage the Participant's participation in the Plan, including any required Data transfer to a broker or other third party with whom the Company or the Participant may elect to deposit any Shares. The Data related to a Participant will be held only as long as necessary to implement, administer, and manage the Participant's participation in the Plan. A Participant may, at any time, view the Data that the Company holds regarding such Participant, request additional information about the storage and processing of the Data regarding such Participant, recommend any necessary corrections to the Data regarding the Participant or refuse or withdraw the consents in this section in writing, without cost, by contacting the local human resources representative. If the Participant refuses or withdraws the consents in this section, the Company may cancel Participant's ability to participate in the Plan and, in the Administrator's discretion, the Participant may forfeit any outstanding Awards. For more information on the consequences of refusing or withdrawing consent, Participants may contact their local human resources representative.

11.7 Clawback Provisions. All Awards (including, without limitation, any proceeds, gains or other economic benefit actually or constructively received by Participant upon any receipt or exercise of any Award or upon the receipt or resale of any Shares underlying the Award) will be subject to the provisions of any recoupment or clawback policy implemented by the Company, including, without limitation, any policy adopted to comply with Applicable Laws (including the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder) as and to the extent set forth in such policy or an Award Agreement.



11.8 No Right to Employment or Other Status. No person will have any claim or right to be granted an Award, and the grant of an Award will not be construed as giving a Participant the right to continued employment or any other relationship with the Company or any Affiliate. The Company and its Affiliates expressly reserve the right at any time to dismiss or otherwise terminate its relationship with a Participant free from any liability or claim under the Plan or any Award, except as expressly provided in an Award Agreement or in the Plan.

11.9 No Rights as Stockholder; Certificates. Subject to the Award Agreement, no Participant or Designated Beneficiary will have any rights as a stockholder with respect to any Shares to be distributed under an Award until becoming the record holder of such Shares. Unless the Administrator otherwise determines, or Applicable Laws require, the Company will not be required to deliver to any Participant certificates evidencing Shares issued in connection with any Award and instead such Shares may be recorded in the books of the Company (or, as applicable, its transfer agent or stock plan administrator). The Company may place legends on stock certificates issued under the Plan that the Administrator deems necessary or appropriate to comply with Applicable Laws.

Article XII. Miscellaneous

12.1 Effective Date and Term of Plan. Unless earlier terminated by the Board, the Plan will become effective on the date the Board adopts the Plan (the “Effective Date”) and will remain in effect until the tenth (10th) anniversary of the Effective Date. Notwithstanding the foregoing, if the Plan is not approved by the Company’s stockholders, the Plan will not become effective and no Awards will be granted under the Plan. Upon such approval of the Plan by the stockholders of the Company, no further awards may be granted under either of the Pre-existing Plans, but any outstanding awards under the Pre-existing Plans will continue in accordance with their terms, and the Company shall retain full power to modify any such outstanding award in accordance with the terms of the applicable Pre-existing Plan (and this sentence shall be deemed to be an amendment to each Pre-existing Plan). No Awards may be granted under the Plan during any suspension period or after the termination of the Plan. Awards outstanding at the time of any Plan suspension or termination will continue to be governed by the Plan and the Award Agreement, as in effect before such suspension or termination.

12.2 Amendment of Plan. The Board may amend, suspend or terminate the Plan at any time; provided that no amendment, other than an increase to the Overall Share Limit, may materially and adversely affect any Award outstanding at the time of such amendment without the affected Participant’s consent. The Board will obtain stockholder approval of any Plan amendment to the extent necessary to comply with Applicable Laws, or any amendment to increase the Director Limit.

12.3 Provisions for Foreign Participants. The Administrator may modify Awards granted to Participants who are foreign nationals or employed outside the United States or establish subplans or procedures under the Plan to address differences in laws, rules, regulations or customs of such foreign jurisdictions with respect to tax, securities, currency, employee benefit or other matters.

12.4 Limitations on Liability. No individual acting as a director, officer, other employee or agent of the Company or any Subsidiary will be liable to any Participant, former Participant, spouse, beneficiary, or any other person for any claim, loss, liability, or expense incurred in connection with the Plan or any Award, and such individual will not be personally liable with respect to the Plan because of any contract or other instrument executed in his or her capacity as an Administrator, director, officer, other employee or agent of the Company or any Subsidiary. The Company will indemnify and hold harmless each director, officer, other employee and agent of the Company or any Subsidiary that has been or will be granted or delegated any duty or power relating to the Plan’s administration or interpretation, against any cost or expense (including attorneys’ fees) or liability (including any sum paid in settlement of a claim with the Administrator’s approval) arising from any act or omission concerning this Plan unless arising from such person’s own fraud or bad faith.



12.5 Notices. Any notice under the Plan or any Award to be given to the Company must be in writing and addressed to the Company in care of the Company's Secretary at the Company's principal office or the Secretary's then-current email address or facsimile number. Any notice under the Plan or any Award to be given to Participant must be in writing and addressed to Participant (or Participant's Designated Beneficiary) at Participant's last known mailing address, email address or facsimile number in the Company's personnel files. By a notice given pursuant to this Section, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail (return receipt requested) and deposited with postage prepaid in a post office or branch post office regularly maintained by the United States Postal Service, when delivered by a nationally recognized express shipping company or upon receipt of a facsimile transmission confirmation.

12.6 Severability. If any portion of the Plan or any action taken under it, or any provision in an Award, is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining parts of the Plan or Award, as applicable, and the Plan and/or the Award will be construed and enforced as if the illegal or invalid provisions had been excluded, and the illegal or invalid action will be null and void.

12.7 Successors and Assigns. The Company may assign any of its rights under the Plan or an Award to single or multiple assignees, and the terms of the Plan and such Award will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in the Plan and any Award Agreement, the terms and conditions of the Plan and any Award will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties thereto.

12.8 Governing Documents. If any contradiction occurs between the Plan and any Award Agreement or other written agreement between a Participant and the Company (or any Subsidiary) that the Administrator has approved, the Plan will govern, unless it is expressly specified in such Award Agreement or other written document that a specific provision of the Plan will not apply.

12.9 Governing Law. The Plan and all Awards will be governed by and interpreted in accordance with the laws of the State of Delaware, disregarding any state's choice-of-law principles requiring the application of a jurisdiction's laws other than the State of Delaware.

12.10 Titles and Headings. The titles and headings in the Plan and any Award Agreement are for convenience of reference only and, if any conflict, the Plan's text, rather than such titles or headings, will control.

12.11 Relationship to Other Benefits. No payment under the Plan will be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Affiliate except as expressly provided in writing in such other plan or an agreement thereunder.

12.12 Broker-Assisted Sales. In the event of the sale of Shares in a Broker-Assisted Transaction in connection with the payment of amounts owed by a Participant under or with respect to the Plan or Awards: (a) any Shares to be sold through the Broker-Assisted Transaction will be sold on the day the payment first becomes due, or as soon thereafter as practicable; (b) such Shares may be sold as part of a block trade with other Participants in the Plan in which all Participants receive an average price; (c) the applicable Participant will be responsible for all broker's fees and other costs of sale, and by accepting an Award, each Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (d) to the extent the Company or its designee receives proceeds of such sale that exceed the amount owed, the Company will pay such excess in cash to the applicable Participant as soon as reasonably practicable; (e) the Company and its designees are under no obligation to arrange for such sale at any particular price; and (f) in the event the proceeds of such sale are insufficient to satisfy the Participant's applicable obligation, the Participant may be required to pay immediately upon demand to the Company or its designee an amount in cash sufficient to satisfy any remaining portion of the Participant's obligation.



Article XIII. Definitions

As used in the Plan, the following words and phrases will have the following meanings:

13.1 “Administrator” means the Board or a Committee to the extent that the Board’s powers or authority under the Plan have been delegated to such Committee.

13.2 “Affiliate” means a corporation or other entity that, directly or through one or more intermediaries, controls, is controlled by or is under common control with, the Company.

13.3 “Applicable Laws” means the requirements relating to the administration of equity incentive plans under U.S. federal and state securities, tax and other applicable laws, rules and regulations, the applicable rules of any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws and rules of any foreign country or other jurisdiction where Awards are granted.

13.4 “Award” means, individually or collectively, a grant under the Plan of Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Dividend Equivalents, or Other Stock Based Awards.

13.5 “Award Agreement” means a written agreement evidencing an Award, which may be electronic, that contains such terms and conditions as the Administrator determines, consistent with and subject to the terms and conditions of the Plan.

13.6 “Board” means the Board of Directors of the Company.

13.7 “Broker Assisted Transaction” means either (A) delivery (including electronically or telephonically to the extent permitted by the Company) of an irrevocable and unconditional undertaking by a broker acceptable to the Company to deliver promptly to the Company sufficient funds to pay the exercise price or withholding tax obligations, or (B) the Participant’s delivery to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company to deliver promptly to the Company cash or a check sufficient to pay the exercise price; provided that such amount is paid to the Company at such time as may be required by the Administrator.

13.8 “Cause” with respect to a Participant, means “Cause” (or any term of similar effect) as defined in such Participant’s Award Agreement or employment agreement with the Company (if such an agreement exists and contains a definition of Cause (or term of similar effect)), or, in the absence of such definition (or term of similar effect), then Cause will include, but not be limited to: (a) fraud, embezzlement or gross insubordination on the part of the Participant or breach by the Participant of his or her obligations under any Company policy or procedure; (b) conviction of or the entry of a plea of nolo contendere by the Participant for any felony; (c) a material breach of, or the willful failure or refusal by the Participant to perform and discharge, his or her duties, responsibilities or obligations as an employee; or (d) any act of moral turpitude or willful misconduct by the Participant which (i) is intended to result in substantial personal enrichment of the Participant at the expense of the Company or (ii) has a material adverse impact on the business or reputation of the Company. For purposes of this definition. “Company” will also be deemed to include any Subsidiary of the Company.

13.9 “Change in Control” means and includes each of the following:

- a. A change in control of the direction and administration of the Company’s business of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Exchange Act; or
- b. During any period of two (2) consecutive years, the individuals who at the beginning of such period constitute the Board or any individuals who would be Continuing Directors (as defined below) (other than a Director designated by a person who shall have entered into an agreement with the Company to effect a



transaction described in subsections (a) or (c)) cease for any reason to constitute at least a majority thereof; or

- c. The consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a Business Combination or (y) the acquisition of assets or stock of another entity, in each case other than a transaction:
 - i. which results in the Company's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such person, the "Successor Entity")) directly or indirectly, at least a majority of the combined voting power of the Successor Entity's outstanding voting securities immediately after the transaction, and
 - ii. after which no person or group beneficially owns voting securities representing 50% or more of the combined voting power of the Successor Entity; provided, however, that no person or group shall be treated for purposes of this clause (ii) as beneficially owning 50% or more of the combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction.

The Administrator shall have full and final authority, which shall be exercised in its discretion, to determine conclusively whether a Change in Control has occurred pursuant to the above definition, the date of the occurrence of such Change in Control and any incidental matters relating thereto; provided that any exercise of authority in conjunction with a determination of whether a Change in Control is a "change in control event" as defined in Treasury Regulation Section 1.409A-3(i)(5) shall be consistent with such regulation.

13.10 "Code" means the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

13.11 "Committee" means one or more committees or subcommittees of the Board, which may include one or more Directors or executive officers, to the extent Applicable Laws permit. To the extent required to comply with the provisions of Rule 16b-3, it is intended that each member of the Committee will be, at the time the Committee takes any action with respect to an Award that is subject to Rule 16b-3, a "non-employee director" within the meaning of Rule 16b-3; however, a Committee member's failure to qualify as a "non-employee director" within the meaning of Rule 16b-3 will not invalidate any Award granted by the Committee that is otherwise validly granted under the Plan.

13.12 "Common Stock" means the common stock of the Company.

13.13 "Company" means Bristow Group Inc., a Delaware corporation, or any successor.

13.14 "Consultant" means any individual or entity which performs bona fide services to the Company or an Affiliate, other than as an Employee or Director, and who may be offered securities registerable pursuant to a registration statement on Form S-8 under the Securities Act.

13.15 "Continuing Directors" means: (x) the Directors in office on the Effective Date and (y) any successor to any such Director and any additional Director after the Effective Date, in each case who was nominated or selected by a majority of the Continuing Directors in office at the time of his or her nomination or selection.

13.16 "Designated Beneficiary" means the beneficiary or beneficiaries the Participant designates, in a manner the Administrator determines, to receive amounts due or exercise the Participant's rights if the Participant dies or



becomes incapacitated. Without a Participant's effective designation, "Designated Beneficiary" will mean the Participant's estate.

13.17 "Director" means a Board member.

13.18 "Disability" means, unless the applicable Award Agreement says otherwise, that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment; provided, however, for purposes of determining the term of an Incentive Stock Option, the term Disability shall have the meaning ascribed to it under Section 22(e)(3) of the Code. The determination of whether an individual has a Disability shall be determined under procedures established by the Administrator.

13.19 "Dividend Equivalents" means a right granted to a Participant under Article VIII to receive the equivalent value (in cash or Shares) of dividends paid on Shares.

13.20 "Employee" means any employee of the Company or its Subsidiaries.

13.21 "Equity Restructuring" means, as determined by the Administrator, a non-reciprocal transaction between the Company and its stockholders, such as a stock dividend, stock split, spin-off, recapitalization, or large, nonrecurring cash dividend, that affects the Shares (or other securities of the Company) or the share price of Common Stock (or other securities of the Company) and causes a change in the per share value of the Common Stock underlying outstanding Awards.

13.22 "Exchange Act" means the Securities Exchange Act of 1934, as amended.

13.23 "Fair Market Value" means, as of any date, the value of a share of Common Stock determined as follows: (a) if the Common Stock is listed on any established stock exchange, its Fair Market Value will be the closing sales price for such Common Stock as quoted on such exchange for such date, or if no sale occurred on such date, the last day preceding such date during which a sale occurred, as reported in The Wall Street Journal or another source the Administrator deems reliable; (b) if the Common Stock is not traded on a stock exchange but is quoted on a national market or other quotation system, the closing sales price on such date, or if no sales occurred on such date, then on the last date preceding such date during which a sale occurred, as reported in The Wall Street Journal or another source the Administrator deems reliable; or (c) without an established market for the Common Stock, the Administrator will determine the Fair Market Value in its discretion.

13.24 "Greater Than 10% Stockholder" means an individual then owning (within the meaning of Section 424(d) of the Code) more than 10% of the total combined voting power of all classes of stock of the Company or its parent or subsidiary corporation, as defined in Section 424(e) and (f) of the Code, respectively.

13.25 "Incentive Stock Option" means an Option, or portion thereof, intended to qualify as an "incentive stock option" as defined in Section 422 of the Code.

13.26 "Nonqualified Stock Option" means an Option, or portion thereof, not intended or not qualifying as an Incentive Stock Option.

13.27 "Option" means an option to purchase Shares awarded to a Participant under Article V, which will either be an Incentive Stock Option or a Nonqualified Stock Option.

13.28 "Other Stock Based Awards" means cash awards, awards of Shares, and other awards valued wholly or partially by referring to, or are otherwise based on, Shares or other property awarded to a Participant under Article VII.

13.29 "Participant" means a Service Provider who has been granted an Award.



13.30 “Performance Criteria” mean the criteria (and adjustments) that the Administrator may select for an Award to establish performance goals for a performance period, which may include the following: net earnings or losses (either before or after one or more of interest, taxes, depreciation, amortization, and non-cash equity-based compensation expense); gross or net sales or revenue or sales or revenue growth; net income (either before or after taxes) or adjusted net income; profits (including but not limited to gross profits, net profits, profit growth, net operation profit or economic profit), profit return ratios or operating margin; budget or operating earnings (either before or after taxes or before or after allocation of corporate overhead and bonus); cash flow (including operating cash flow and free cash flow or cash flow return on capital); return on assets; return on capital or invested capital; cost of capital; return on stockholders’ equity; total stockholder return; return on sales; costs, reductions in costs and cost control measures; expenses; working capital; earnings or loss per share; adjusted earnings or loss per share; price per share or dividends per share (or appreciation in or maintenance of such price or dividends); regulatory achievements or compliance; implementation, completion or attainment of objectives relating to research, development, regulatory, commercial, or strategic milestones or developments; market share; economic value or economic value added models; division, group or corporate financial goals; customer satisfaction/growth; customer service; employee satisfaction; recruitment and maintenance of personnel; human resources management; supervision of litigation and other legal matters; strategic partnerships and transactions; financial ratios (including those measuring liquidity, activity, profitability or leverage); debt levels or reductions; sales-related goals; financing and other capital raising transactions; cash on hand; acquisition activity; investment sourcing activity; and marketing initiatives, any of which may be measured in absolute terms or as compared to any incremental increase or decrease. Such performance goals also may be based solely by reference to the Company’s performance or the performance of a Subsidiary, division, business segment or business unit of the Company or a Subsidiary, or based upon performance relative to performance of other companies or upon comparisons of any of the indicators of performance relative to performance of other companies.

13.31 “Plan” means this 2021 Equity Incentive Plan.

13.32 “Pre-existing Plans” means the Era Group Inc. 2012 Share Incentive Plan and the Bristow Group Inc. 2019 Management Incentive Plan, each as amended and restated.

13.33 “Restricted Stock” means Shares awarded to a Participant under Article VI subject to certain vesting conditions and other restrictions.

13.34 “Restricted Stock Unit” means an unfunded, unsecured right to receive, on the applicable settlement date, one Share or an amount in cash or other consideration determined by the Administrator to be of equal value as of such settlement date awarded to a Participant under Article VI subject to certain vesting conditions and other restrictions.

13.35 “Rule 16b-3” means Rule 16b-3 promulgated under the Exchange Act.

13.36 “Section 409A” means Section 409A of the Code and all regulations, guidance, compliance programs and other interpretative authority thereunder.

13.37 “Section 16 Persons” means those officers, directors or other persons who are subject to Section 16 of the Exchange Act.

13.38 “Securities Act” means the Securities Act of 1933, as amended.

13.39 “Service Provider” means an Employee, Consultant or Director.

13.40 “Shares” means shares of Common Stock.



13.41 “Stock Appreciation Right” means a right to receive from the Company upon exercise of the exercisable portion of the Stock Appreciation Right an amount determined by multiplying the excess, if any, of the Fair Market Value of one Share on the date of exercise over the exercise price per Share of the Stock Appreciation Right by the number of Shares with respect to which the Stock Appreciation Right is exercised, and which is granted under Article V.

13.42 “Subsidiary” means any entity (other than the Company), whether domestic or foreign, in an unbroken chain of entities beginning with the Company if each of the entities other than the last entity in the unbroken chain beneficially owns, at the time of the determination, securities or interests representing at least 50% of the total combined voting power of all classes of securities or interests in one of the other entities in such chain.

13.43 “Termination of Service” means the date the Participant ceases to be a Service Provider.