EXHIBIT G

RESTRUCTURING TRANSACTIONS MEMORANDUM

This memorandum (this "Restructuring Transactions Memorandum") sets forth a summary description of certain proposed transactions (the "Restructuring Transactions") to be effected in connection with the consummation of the transactions contemplated by the *Joint Chapter 11 Plan of Vyaire Medical, Inc. and Its Debtor Affiliates* [Docket No. ●] (as amended, supplemented, or modified from time to time in accordance with its terms, the "Plan").[1]

This Restructuring Transactions Memorandum and the Restructuring Transactions remain under discussion among the Debtors and interested parties with respect thereto. The Debtors reserve all rights to modify, amend, supplement, and restate any part of this Restructuring Transactions Memorandum as necessary or appropriate. Nothing herein shall limit or modify, in any way, any section of the Plan, the Plan Supplement, or any related provisions in the Confirmation Order, any authority or discretion granted to the Debtors or the Wind-Down Debtors thereby, or any applicable consent rights granted to the Required DIP Lenders thereby, including with respect to any modified, amended, supplemented, or restated Restructuring Transactions Memorandum. To the extent there is any inconsistency between this document and the Plan, the Plan shall govern.

The Confirmation Order shall be deemed to authorize all actions as may be necessary or appropriate to effect any transaction described in, contemplated by, or necessary to effectuate the Plan, including, for the avoidance of doubt, any operations required under any transition services agreement entered into pursuant to the Sale Transactions Documentation. The Debtors currently anticipate that the Restructuring Transactions will occur pursuant to the following steps and in the following order, which may be subject to further changes.

Restructuring Transactions Steps

On or before the Effective Date:

Step 1: The Sale Transactions shall have closed, and the Debtors shall have received the proceeds of such Sale Transactions from the Purchasers.

Prior to, on, or after the Effective Date:

Step 2: As determined by the Debtors or the Wind-Down Debtors, Intercompany Claims (to the extent remaining after the consummation of the Sale Transactions contemplated by the relevant Sale Orders) may be set off, settled, distributed, contributed, cancelled, released or otherwise addressed at the option of the Debtors or the Wind-Down Debtors in accordance with the Plan.

Step 3: All Existing Equity Interests in TopCo shall be cancelled, released, and extinguished, and will be of no further force or effect.

[1] Capitalized terms used but not defined herein have the respective meanings given to them in the Plan.

Step 4: The Wind-Down Debtor Assets shall vest in the Wind-Down Debtors, the Plan Administrator shall be appointed, and the Wind-Down of the Debtors' Estates shall occur in accordance with the Plan and the Wind-Down Debtors shall otherwise perform the activities contemplated by the Plan, including performing any obligations under any transition services agreement entered into pursuant to the Sale Transactions Documentation.

Step 5: The Plan Administrator, in his or her discretion, may transfer all or any portion of the assets of the Wind-Down Debtors to the Liquidating Trust.

Step 6: The Debtors, or the Wind-Down Debtors, as applicable, shall establish and fund the following in accordance with the Plan: (a) the Professional Fee Escrow Account; (b) the Wind-Down Debtor Account; and (c) the Administrative Claims, Priority Tax Claims, and Other Priority Claims, in each case, solely to the extent allowed.

Step 7: The Debtors and Wind-Down Debtors and their non-Debtor subsidiaries shall be liquidated, dissolved, or otherwise wound down in the manner and on the timing as determined by the Plan Administrator, Debtors, and/or Wind-Down Debtors, as applicable. Following the Wind-Down, any remaining amounts in the Wind-Down Debtor Account shall be distributed in accordance with Articles II and III of the Plan.