

EXHIBIT 4.2(b)
COMPLIANCE CERTIFICATE

Date: December 31, 2021

This Compliance Certificate (this "Certificate") is given by the undersigned Borrower Representative on behalf of Active Day, Inc., a Delaware corporation ("Active Day") and Senior Care Centers of America, Inc., a New Jersey corporation ("SCC" and with Active Day, each a "Borrower" and collectively, the "Borrowers"), pursuant to Section 4.2(b) of that certain Credit Agreement dated as of December 8, 2015 among Borrowers, ADSC Holdings, Inc., a Delaware corporation ("Holdings"), Golub Capital LLC, as administrative agent (in such capacity, "Agent"), and as revolver agent, and the additional Lenders party thereto (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein without definition shall have the meanings set forth in the Credit Agreement.

The officer executing this Certificate is a Responsible Officer of the Borrower Representative and as such is duly authorized to execute and deliver this Certificate on behalf of the Borrowers. By executing this Certificate, such officer hereby certifies to Agents, the Lenders and the L/C Issuers, on behalf of the Borrowers, that:

(a) the financial statements delivered with this Certificate in accordance with Section 4.1(a) and/or 4.1(b) of the Credit Agreement fairly present, in all material respects, in accordance with GAAP the financial position and the results of operations of Holdings and its Subsidiaries as of the dates of and for the periods covered by such financial statements (subject, in the case of interim financial statements, to normal year-end adjustments and the absence of footnote disclosure);

(b) Annex A hereto includes a correct calculation of EBITDA and Adjusted EBITDA for the relevant periods ended December 31, 2021; Annex B includes a correct calculation of the financial covenants contained in Article VI of the Credit Agreement for the relevant periods ended December 31, 2021, and Excess Cash Flow (including a correct calculation of any required prepayment) for the Fiscal Year ended December 31, 2021

(c) as of December 31, 2021 no Credit Party or any Subsidiary of any Credit Party owns any Margin Stock

(d) to such officer's knowledge, no Default or Event of Default exists

(e) since the Closing Date and except as disclosed in prior Certificates delivered to Administrative Agent or otherwise notified to the Agents and/or Lenders as applicable, no Credit Party and no Subsidiary of any Credit Party has:

(i) changed its legal name, identity, jurisdiction of incorporation, organization or formation or organizational structure or formed or acquired any Subsidiary except as follows: _____;

(ii) acquired all or substantially all of the assets of, or merged or consolidated with or into, any Person, except as follows: _____; or

(iii) changed its address or otherwise relocated, acquired fee simple title to any real property or entered into any real property leases, except as follows: _____
_____ [;|.]


(f) Unconsummated Transaction Fees added back to EBITDA pursuant to Annex A hereto are (a) none and (b) comply in all respects with the requirements of such addback set forth in clause (9) thereof;

(g) the Non-Recurring Expenses added back to EBITDA pursuant to Annex A hereto are (a) start-up losses related to the de novo creation of Active Day Center in Kentucky and Active Day Transportation Hubs in Pennsylvania and Ohio and (b) comply in all respects with the requirements of such addback set forth in clause (10) thereof;

-- Remainder of Page Intentionally Blank; Signature Page Follows --

IN WITNESS WHEREOF, Borrower Representative has caused this Certificate to be executed by one of its Responsible Officers as of the date first set forth above.

ACTIVE DAY, INC., a Delaware corporation,
as Borrower Representative

By: 
Name: Matthew Nehoda
Title: Chief Financial Officer

Note: Unless otherwise specified, all financial covenants are calculated for Holdings and its Subsidiaries on a consolidated basis in accordance with GAAP. All calculations are without duplication.

ANNEX A
TO COMPLIANCE CERTIFICATE
Selected Financial Definitions and Calculations

I. Definition/Calculation of EBITDA/Adjusted EBITDA

EBITDA is defined as follows:

A. Net income (or loss) for the applicable period of measurement of Holdings and its Subsidiaries on a consolidated basis determined in accordance with GAAP (\$19,808,423)___

Less (or plus), to the extent included above in net income (or loss) for such period:

- (1) the income (or loss) of any Person which is not a Subsidiary of Holdings, except to the extent of the amount of dividends or other distributions actually paid to Holdings or any of its Subsidiaries in cash by such Person during such period and the payment of dividends or similar distributions by that Person was not at the time subject to the consent of a third party that has not been received or prohibited by operation of the terms of its charter or of any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Person _____
- (2) the income (or loss) of any Person accrued prior to the date it becomes a Subsidiary of Holdings or is merged into or consolidated with Holdings or any of its Subsidiaries or that Person's assets are acquired by Holdings or any of its Subsidiaries _____
- (3) the proceeds of any life insurance policy _____
- (4) gains (or losses) from the sale, exchange, transfer or other disposition of Property or assets not in the Ordinary Course of Business of Holdings and its Subsidiaries, and related tax effects in accordance with GAAP 147,393 _____
- (5) any other extraordinary gains (or losses) of Holdings or its Subsidiaries, and related tax effects in accordance with GAAP _____
- (6) income tax refunds received, in excess of income tax liabilities for such period _____
- (7) income (or loss) from the early extinguishment of Indebtedness, net of related tax effects _____
- (8) income or gain in respect of Advanced Medicare Payments or any HHS Grant except, with respect to Advanced Medicare Payments, to the extent the recognition of consolidated net income in respect of such Advanced Medicare Payments is required in accordance with GAAP¹ _____

¹ For purposes of this Compliance Certificate, the following terms have the following meanings:

“Advanced Medicare Payments” means advance Medicare payments provided to Holdings or one or more of its Subsidiaries in accordance with and pursuant to the CARES Act.

“CARES Act” means the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. 116-136 (2020), as amended and in effect from time to time.

“HHS Grant” means any cash grant received by Holdings or any of its Subsidiaries from the Department of Health & Human Services pursuant to and in accordance with the CARES Act.

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- (9) income or gain in respect of accounts receivable written-off and added-back to net income pursuant to clause (17) below _____

B. Total exclusions from (additions to) net income (sum of (1)-(8) above) 147,393 _____

Plus, without duplication (including without duplication of amounts included in the pre-closing EBITDA in footnote 1), to the extent included in the calculation of net income (or loss) for such period (unless otherwise specified below):

- | | |
|---|---------------|
| (1) Depreciation and amortization | \$24,946,048 |
| (2) Interest expense (less interest income) (net of realized gains and losses under permitted Rate Contracts with respect thereto) | 10,725,056 |
| (3) All taxes on or measured by income (excluding income tax refunds) | _____ |
| (4) All management fees and reasonable expenses and indemnities to Sponsor pursuant to the Management Agreement | 500,000 _____ |
| (5) All non-cash losses or expenses (minus non-cash income or gain), including, without limitation, non-cash adjustments resulting from the application of purchase accounting, non-cash expenses arising from grants of stock appreciation rights, stock options or restricted stock, non-cash impairment of good will and other long term intangible assets, unrealized non-cash losses (or minus unrealized non-cash gains) under Rate Contracts and unrealized non-cash losses (or minus unrealized non-cash gains) in such period due solely to fluctuations in currency values (for the avoidance of doubt, gains or losses resulting from changes in the valuation of Contingent Acquisition Consideration are deemed to be non-cash items when computing EBITDA), but excluding any non-cash loss or expense (a) that is an accrual of a reserve for a cash expenditure or payment to be made, or anticipated to be made, in a future period or (b) relating to a write-down, write off or reserve with respect to Accounts and Inventory | _____ |
| (6) Fees and expenses incurred in connection with the negotiation, execution and delivery on the Closing Date of the Loan Documents and Related Agreements and consummation on the Closing Date of the Related Transactions | _____ |
| (7) Fees and reasonable and documented out-of-pocket expenses incurred in connection with any amendments or waivers to the Credit Agreement and the other Loan Documents to the extent such fees and expenses have been disclosed to Administrative Agent | _____ |
| (8) Fees and expenses incurred in connection with (i) a Permitted Acquisition (including any refinancing of (or amendment to) any Indebtedness acquired or assumed in connection therewith) or an Investment not in the Ordinary Course of Business, (ii) a Disposition not in the Ordinary Course of Business, (iii) Indebtedness incurred or Stock issued, in each instance in the foregoing clauses (i), (ii) and (iii), to the extent consummated and permitted under the Credit Agreement, and/or (iv) an Event of Loss | 136,328 _____ |

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- (9) Fees and expenses (such fees and expenses described in this clause (9), collectively, “Unconsummated Transaction Fees”) incurred in connection with (i) a contemplated Permitted Acquisition or a contemplated Investment not in the Ordinary Course of Business, (ii) a proposed incurrence of Indebtedness or proposed issuance of Stock, or (iii) a proposed Disposition not in the Ordinary Course of Business, in each instance in the foregoing clauses (i), (ii) or (iii) which is not consummated and which is permitted under the Credit Agreement, to the extent all such Unconsummated Transaction Fees (a) do not exceed \$1,500,000 in the aggregate for any four consecutive Fiscal Quarter period, and (b) are certified as such in a certificate of a Responsible Officer of the Borrower Representative to Administrative Agent describing such fees and expenses in reasonable detail _____
- (10) One-time, non-recurring or unusual expenses including, without limitation, severance costs, lease termination costs, relocation costs, restructuring charges, retention bonuses and payments, transition service payments and consulting costs and payments and other one-time expenses not otherwise added back to EBITDA and certified as such in a certificate of a Responsible Officer of the Borrower Representative describing such expenses in reasonable detail (collectively, “Non-Recurring Expenses”) in an aggregate amount not to exceed fifteen percent (15%) of EBITDA (calculated after the addback for Non-Recurring Expenses) in the aggregate for any four consecutive Fiscal Quarter period; provided that the aggregate amount of all Non-Recurring Expenses and Cost Savings added back to net income during any measurement period plus Pro Forma Acquisition Adjustments (as defined in Adjusted EBITDA below) shall not exceed fifteen percent (15%) of EBITDA calculated after the addback or adjustment for any such item 2,369,110 _____
- (11) The amount of “run-rate” cost savings (the “Cost Savings”) projected by the Borrowers in good faith and certified by a Responsible Officer of the Borrower Representative in writing to result from actions taken prior to the last day of such measurement period with respect to integrating, consolidating or discontinuing operations, headcount reductions, or closure of facilities, which cost savings shall be calculated on a pro forma basis as though the full recurring benefit of such cost savings had been realized on the first day of such period, net of the amount of actual benefits realized during such period from such actions; provided that (i) a Responsible Officer of the Borrower Representative shall have provided a reasonably detailed statement or schedule of such Cost Savings and shall have certified to Administrative Agent that (x) such cost savings are reasonably identifiable, reasonably attributable to the actions specified and reasonably anticipated to result from such actions and (y) such actions have been taken, are ongoing and the benefits resulting therefrom are anticipated by the Borrowers to be realized within twelve (12) months, (ii) no cost savings shall be added pursuant to this addback to the extent duplicative of any expenses or charges relating to such cost savings that are otherwise added 74,582 _____

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back in the calculation of EBITDA for such period and (iii) the aggregate amount of Cost Savings added pursuant to this addback shall not exceed fifteen percent (15%) of EBITDA (calculated after the addback for Costs Savings) in the aggregate for any four consecutive Fiscal Quarter period; provided that the aggregate amount of all Non-Recurring Expenses and Cost Savings added back to net income during any measurement period plus Pro Forma Acquisition Adjustments (as defined in Adjusted EBITDA below) shall not exceed fifteen percent (15%) of EBITDA calculated after the addback or adjustment for any such item

(12) All expenses and charges which have been (or are contractually obligated to be) indemnified, reimbursed, or satisfied with insurance (in each case to the extent received in cash or to be received in cash) payable by Persons that are not Affiliates (including in accordance with the Closing Date Acquisition Agreement)	
(13) Proceeds of business interruption insurance received in cash during such period to the extent not included in the calculation of net income (or loss) for such period	_____
(14) Executive search and recruiting fees, costs and expenses in an aggregate amount not to exceed \$300,000 in any four consecutive Fiscal Quarter period	_____
(15) Non-cash charges due to changes in valuation of Contingent Acquisition Consideration to the extent reducing net income	_____
(16) Non-recurring consulting costs and expenses incurred with respect to consulting services provided by SLK One and CrossCountry; provided such costs and expenses shall not exceed \$850,000 in the aggregate during any measurement period and in no event shall any amounts be added back pursuant to this clause (16) on and after January 1, 2020.	_____
(17) All bad debt expenses and contra revenue (and, in each case, any related losses or charges) recorded during the fiscal month ended December 31, 2021 and attributable to, or related to, the write-off of accounts receivable with service dates on or prior to December 31, 2020 and/or the audit or examination by any Governmental Authority of the Commonwealth of Massachusetts of billings with service dates on or prior to December 31, 2020; provided, that the aggregate amount added back pursuant to this clause 17 shall not exceed \$2,700,000.	2,700,000
C. Total add backs to net income (sum of (1)-(17) above):	\$41,451,124
D. Plus Kentucky Reimbursement Adjustment Amount if and to the extent permitted to be included in the calculation of EBITDA pursuant to the terms below	_____
E. Plus Kentucky Time Increase Adjustment Amount if and to the extent permitted to be included in the calculation of EBITDA pursuant to the terms below	_____
F. EBITDA (result of A minus B plus C plus D plus E above)	\$21,495,308

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Calculation of Adjusted EBITDA

Adjusted EBITDA is defined as follows:

- | | | |
|-------|---|----------------|
| (i) | EBITDA (per F above) | 21,495,308 |
| (ii) | with respect to Targets owned by any Borrower or its Subsidiaries for which the Agent has received financial statements pursuant to <u>Section 4.1(b)</u> for less than twelve (12) months, Pro Forma EBITDA allocated to each period prior to the acquisition thereof included in the trailing twelve (12) month period for which Adjusted EBITDA is being calculated; | _____ |
| (iii) | with respect to any Disposition outside the Ordinary Course of Business consummated within the period in question, EBITDA attributable to the Subsidiary or asset which is the subject of such Disposition from the beginning of such period until the date of consummation of such Disposition | (325,651)_____ |

Adjusted EBITDA (result of (i) plus (ii) minus (iii) above) \$21,820,959

“Pro Forma EBITDA” means, with respect to any Target (other than a Target in connection with any of the Fifth Amendment Acquisitions, for which adjustments related to Pro Forma EBITDA shall not be applicable), EBITDA for such Target for the most recent twelve (12) month period preceding the acquisition thereof, adjusted by the “run rate” amount of verifiable expense reductions, including excess owner compensation, if any, calculated on a month by month basis as though the full amount of such reductions had been realized on the first day of such period, to the extent such adjustments (collectively, “Pro Forma Acquisition Adjustments”) (a) are expected to be realized within twelve (12) months following the acquisition of such Target, (b) shall be certified as such in a certificate of a Responsible Officer of Borrower Representative describing such reductions in reasonable detail, and (c) taken together with the addbacks in clauses (10) and (11) above, do not exceed 15% of EBITDA (or such greater amount consented to by Administrative Agent) in the aggregate for all Permitted Acquisitions in any four consecutive Fiscal Quarter period, in each case calculated by Borrowers and consented to by Administrative Agent in its reasonable discretion.

Kentucky Reimbursement Adjustment Amount means, for any measurement period, with respect to the Kentucky Reimbursement Adjustment, the amounts opposite each month set forth below under the heading “Kentucky Reimbursement Adjustment” for each such month that is included in such measurement period; provided, however, that the amounts set forth below relating to the Kentucky Reimbursement Adjustment shall only be included in the calculation of EBITDA for any applicable measurement period if the Kentucky Reimbursement Adjustment has been enacted within the State of Kentucky prior to the required delivery date of the financial statements covering such measurement period (in accordance with the terms of the Credit Agreement) on terms and in a manner consistent with the assumptions used to calculate the amounts set forth below (except to the extent necessary to calculate compliance with Section 2.1(d) of the Credit Agreement, in which case the Kentucky Reimbursement Adjustment Amount for the relevant measurement period shall be given effect regardless of the enactment of the Kentucky Reimbursement Adjustment).

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Kentucky Time Increase Adjustment Amount means, for any measurement period, with respect to the Kentucky Time Increase Adjustment, the amounts opposite each month set forth below under the heading “Kentucky Time Increase Adjustment” for each such month that is included in such measurement period; provided, however, that the amounts set forth below relating to the Kentucky Time Increase Adjustment shall only be included in the calculation of EBITDA for any applicable measurement period if the Kentucky Time Increase Adjustment has been enacted within the State of Kentucky prior to the required delivery date of the financial statements covering such measurement period (in accordance with the terms of the Credit Agreement) on terms and in a manner consistent with the assumptions used to calculate the amounts set forth below (except to the extent necessary to calculate compliance with Section 2.1(d) of the Credit Agreement, in which case the Kentucky Time Increase Adjustment Amount for the relevant measurement period shall be given effect regardless of the enactment of the Kentucky Time Increase Adjustment).

If the Kentucky Reimbursement Adjustment and/or the Kentucky Time Increase Adjustment is enacted within the State of Kentucky but not on terms and in a manner consistent with the assumptions used to calculate the amounts set forth below, then the Administrative Agent and Borrowers shall negotiate in good faith to adjust the amounts set forth below to give effect to the Kentucky Reimbursement Adjustment and/or the Kentucky Time Increase Adjustment, as applicable, as enacted (but in no event shall the amounts set forth below be increased for any month).

LTM Kentucky Rate Increase Adjustment
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	Kentucky Reimbursement Adjustment	Kentucky Time Increase Adjustment	Total Adjustments
Sep-15	\$935,228	\$1,731,689	\$2,666,917
Oct-15	\$935,228	\$1,731,689	\$2,666,917
Nov-15	\$935,228	\$1,731,689	\$2,666,917
Dec-15	\$935,228	\$1,731,689	\$2,666,917
Jan-16	\$935,228	\$1,731,689	\$2,666,917
Feb-16	\$935,228	\$1,731,689	\$2,666,917
Mar-16	\$935,228	\$1,731,689	\$2,666,917
Apr-16	\$928,733	\$1,719,664	\$2,648,397
May-16	\$915,744	\$1,695,613	\$2,611,357
Jun-16	\$896,260	\$1,659,536	\$2,555,796
Jul-16	\$870,281	\$1,611,433	\$2,481,715
Aug-16	\$837,808	\$1,551,305	\$2,389,113
Sep-16	\$798,840	\$1,479,151	\$2,277,992
Oct-16	\$753,378	\$1,394,972	\$2,148,350
Nov-16	\$701,421	\$1,298,767	\$2,000,188
Dec-16	\$642,969	\$1,190,537	\$1,833,506

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Jan-17	\$578,023	\$1,070,280	\$1,648,303
Feb-17	\$506,582	\$937,998	\$1,444,580
Mar-17	\$428,646	\$793,691	\$1,222,337
Apr-17	\$357,205	\$661,409	\$1,018,614
May-17	\$292,259	\$541,153	\$833,412
Jun-17	\$233,807	\$432,922	\$666,729
Jul-17	\$181,850	\$336,717	\$518,567
Aug-17	\$136,387	\$252,538	\$388,925
Sep-17	\$97,420	\$180,384	\$277,804
Oct-17	\$64,946	\$120,256	\$185,203
Nov-17	\$38,968	\$72,154	\$111,122
Dec-17	\$19,484	\$36,077	\$55,561
Jan-18	\$6,495	\$12,026	\$18,520

ANNEX A
TO COMPLIANCE CERTIFICATE
Selected Financial Definitions and Calculations

II. Definition/Calculation of Cash Flow

Cash Flow (used for calculating Excess Cash Flow) is defined as:

A. EBITDA (per <u>definition I</u> above)	\$21,495,308
B. Unfinanced Capital Expenditures (per <u>definition IV</u> below)	396,080 ____
Cash Flow (result of A minus B above)	\$21,099,227

ANNEX A

TO COMPLIANCE CERTIFICATE

Financial Covenant and Excess Cash Flow Calculations

III. Definition/Calculation of Net Interest Expense

Net Interest Expense (used for calculating Excess Cash Flow) is defined as:

- A. Gross interest expense for such period paid or required to be paid in cash \$10,725,056
(including all commissions, discounts, fees and other charges in connection
with letters of credit and similar instruments and net amounts paid or payable
and/or received or receivable under permitted Rate Contracts in respect of
interest rates) for Holdings and its Subsidiaries on a consolidated basis

- B. Less: Interest income for such period

Net Interest Expense (result of A minus B above) \$10,725,056

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Financial Covenant and Excess Cash Flow Calculations

IV. Definition/Calculation of Capital Expenditures

Capital Expenditures is defined as:

(1)	The aggregate of all expenditures for tangible or intangible assets (including, without limitation, software), for the period covered by such financial statements, which should be capitalized under GAAP	396,080_____
(2)	Less (sum of (i) through (vi) below):	_____
	(i) Net Proceeds from Dispositions and/or Events of Loss which the Credit Parties and their Subsidiaries are permitted to reinvest pursuant to <u>subsection 1.8(c)</u> of the Credit Agreement and which are included in clause (1) above	_____
	(ii) To the extent included in clause (1) above, amounts paid as the purchase price of Permitted Acquisitions or Investments permitted under <u>Section 5.4</u> of the Credit Agreement	_____
	(iii) Net Proceeds from an Excluded Equity Issuance which have been invested in Capital Expenditures included in clause (1) above	_____
	(iv) To the extent included in clause (1) above, such expenditures made as a tenant for leasehold improvements to the extent reimbursed in cash in the same Fiscal Year by the landlord	_____
	(v) To the extent included in clause (1) above, the trade-in amount of existing equipment solely to the extent that the gross amount of the purchase price of equipment acquired substantially contemporaneously therewith is reduced by such trade in amount	_____
	(vi) Portion of amount included in clause (1) above that was financed under Capital Leases or other Indebtedness (Indebtedness, for this purpose, does not include drawings under the Revolving Loan Commitment)	_____
	Unfinanced Capital Expenditures (result of 1 minus 2 above)	\$396,080_____

ANNEX B

TO COMPLIANCE CERTIFICATE Financial Covenant and Excess Cash Flow Calculations

I. Section 6.2: Leverage Ratio

Leverage Ratio is defined as follows:

A. the aggregate balance of outstanding Revolving Loans as of the date of measurement _____

Plus:

(1) Letter of Credit Obligations as of date of measurement then due and payable _____

(2) Outstanding principal balance of the Term Loans as of date of measurement 132,392,986__

(3) Principal portion of Capital Lease Obligations and Indebtedness secured by purchase money Liens as of date of measurement 296,078__

(4) Contingent Acquisition Consideration (but only to the extent earned and due and owing) _____

(5) Without duplication, all other Funded Indebtedness of Holdings and its Subsidiaries as of date of measurement 452,094__

B. Consolidated Total Indebtedness (sum of A plus sum of (1)-(5) above) \$133,141,158__

C. The lesser of: (i) the result of the aggregate amount of unrestricted cash and Cash Equivalents of Holdings and its Subsidiaries with respect to which Administrative Agent has a perfected Lien as of the last date of measurement (excluding proceeds of HHS Grants and Advanced Medicare Payments) and (ii) \$5,000,000 5,000,000__

D. Consolidated Total Net Indebtedness (result of B minus C above) \$128,141,158__

E. Adjusted EBITDA for the twelve month period ending on the date of measurement (per I of Annex A) \$21,820,959__

Leverage Ratio (result of D divided by E above) 5.87x

Permitted maximum Leverage Ratio 6.00x

In Compliance Yes

ANNEX B

TO COMPLIANCE CERTIFICATE

Financial Covenant and Excess Cash Flow Calculations

V. Calculation of Available Amount