

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

**AMENDMENT NO. 7
TO
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

ADDUS HOMECARE CORPORATION

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

8082

(Primary Standard Industrial Classification Code Number)

20-5340172

(I.R.S. Employer Identification No.)

**2401 South Plum Grove Road
Palatine, Illinois 60067
(847) 303-5300**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**Mark S. Heaney
President and Chief Executive Officer
Addus HomeCare Corporation
2401 South Plum Grove Road
Palatine, Illinois 60067
(847) 303-5300**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

It is respectfully requested that the Securities and Exchange Commission send copies of all notices, orders and communications to:

**Dominick P. DeChiara, Esq.
Lloyd H. Spencer, Esq.
Nixon Peabody LLP
437 Madison Avenue
New York, New York 10022
(212) 940-3000**

**Colin J. Diamond, Esq.
White & Case LLP
1155 Avenue of the Americas
New York, New York 10036
(212) 819-8200**

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after this registration statement becomes effective.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box.

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

- | | |
|--|--|
| <input type="checkbox"/> Large Accelerated Filer | <input type="checkbox"/> Accelerated Filer |
| <input checked="" type="checkbox"/> Non-accelerated Filer
(Do not check if a smaller reporting company) | <input type="checkbox"/> Smaller Reporting Company |

The registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

This Amendment is filed solely to file the exhibits indicated in Item 16 of Part II. No change is made to the preliminary prospectus constituting Part I of the Registration Statement or Items 13, 14, 15 or 17 of Part II of the Registration Statement.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

The following table sets forth the various expenses, all of which will be borne by the registrant, in connection with the sale and distribution of the securities being registered, other than the underwriting discounts and commissions. All amounts shown are estimates except for the SEC registration fee, the FINRA filing fee and The Nasdaq Global Market initial listing fee.

SEC registration fee	\$ 4,171
FINRA filing fee	7,975
Nasdaq Global Market listing fees	109,000
Transfer agent and registrar fees	10,000
Accounting fees and expenses	715,000
Legal fees and expenses	1,300,000
Printing and engraving expenses	200,000
Miscellaneous	253,854
Total	\$2,600,000

Item 14. Indemnification of Officers and Directors

Section 145 of the Delaware General Corporation Law authorizes a court to award, or a corporation's board of directors to grant, indemnity to officers, directors and other corporate agents in terms sufficiently broad to permit such indemnification under certain circumstances and subject to certain limitations.

As permitted by Section 145 of the Delaware General Corporation Law, the registrant's amended and restated certificate of incorporation includes a provision that eliminates the personal liability of its directors for monetary damages for breach of their fiduciary duty as directors.

In addition, as permitted by Section 145 of the Delaware General Corporation Law, the amended and restated bylaws of the registrant, which will be in effect prior to the completion of any offering pursuant to this registration statement, provide that:

- the registrant shall indemnify its directors and officers for serving the registrant in those capacities or for serving other business enterprises at the registrant's request, to the fullest extent permitted by Delaware law, if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the registrant, and, with respect to any criminal proceeding, had no reasonable cause to believe such person's conduct was unlawful;
- the registrant may, in its discretion, indemnify employees and agents in those circumstances where indemnification is not required by law;
- the registrant is required to advance expenses, as incurred, to its directors and officers in connection with defending a proceeding, except that such director or officer shall undertake to repay such advances if it is ultimately determined that such person is not entitled to indemnification;
- the registrant will not be obligated pursuant to the bylaws to indemnify a person with respect to proceedings initiated by that person, except with respect to proceedings authorized by the registrant's board of directors or brought to enforce a right to indemnification;
- the rights conferred in the bylaws are not exclusive, and the registrant is authorized to enter into indemnification agreements with its directors, officers, employees and agents and to obtain insurance to indemnify such persons; and
- the registrant may not retroactively amend the bylaw provisions to reduce its indemnification obligations to directors, officers, employees and agents.

The registrant is party to indemnification agreements with each of Mark L. First, Simon A. Bachleda, Mark S. Heaney and W. Andrew Wright, III in their capacities as officers and directors, and with Brian D. Young, a former member of our board of directors and an affiliate of the Eos Funds (each, an indemnitee). Pursuant to these agreements, the registrant has agreed to hold each indemnitee harmless and indemnify him to the fullest extent permitted by law against all expenses, judgments, penalties, fines and amounts paid in settlement including, without limitation, all liability arising out of the negligence or active or passive wrongdoing of the indemnitee. The registrant is not obligated to make any payment to any indemnitee that is finally determined to be unlawful. In respect of any threatened, pending or completed proceeding in which the registrant is jointly liable with an indemnitee, the registrant will pay the entire amount of any judgment or settlement without requiring the indemnitee to contribute. The registrant will advance, to the extent permitted by law, all expenses incurred by or on behalf of an indemnitee in connection with a proceeding. No amendment, alteration or repeal of the registrant's certificate of incorporation, bylaws or the indemnification agreement with any indemnitee will limit any right of that indemnitee in respect of any action taken or omitted by that indemnitee prior to such amendment. With respect to Messrs. Young, First and Bachleda, the registrant has agreed that, where the indemnitee has certain rights to indemnification, advancement of expenses and/or insurance provided by any of the Eos Funds or their affiliates, the registrant will be the indemnitor of first resort, the registrant will be required to advance the full amount of expenses incurred by the indemnitee and the registrant has waived and released the Eos Funds and their affiliates from any and all claims for contribution, subrogation or any other recovery of any kind. The registrant anticipates that it will enter into similar indemnification agreements with any new member elected to our board of directors. The registrant also maintains directors and officers insurance to insure its directors and officers against certain liabilities.

Item 15. Recent Sales of Unregistered Securities

During the three years preceding the filing of this registration statement, the registrant sold the following securities, which were not registered under the Securities Act. The information below does not reflect the conversion of our series A preferred stock or the effect of a 10.8-for-1 split of the registrant's common stock, which occurred on October 1, 2009.

The registrant granted options under its stock option plan to purchase 74,265 shares of common stock (net of expirations and cancellations) to employees, directors and consultants, having exercise prices ranging from \$100.00 to \$110.00 per share. None of these options to purchase shares of common stock have been exercised. The offers, sales and issuances of the securities described above were deemed to be exempt from registration under the Securities Act in reliance on Rule 701 in that the transactions were under compensatory benefit plans and contracts relating to compensation as provided under Rule 701. The recipients of such securities were the registrant's employees, directors or bona fide consultants and received the securities under our stock option plan.

On September 19, 2006, the registrant issued: (a) 28,940 shares of its series A preferred stock to Eos Capital Partners III, L.P. in exchange for aggregate consideration of \$28,940,000; (b) 8,310 shares of its series A preferred stock to Eos Partners SBIC III, L.P. in exchange for aggregate consideration of \$8,310,000; and (c) 500 shares of its series A preferred stock to Freeport Loan Fund, LLC in exchange for aggregate consideration of \$500,000, the proceeds of which were used to fund a portion of the purchase price paid in connection with the registrant's acquisition of Addus HealthCare, Inc. The registrant issued these securities to these accredited investors in reliance upon Section 4(2) of the Securities Act of 1933 as a transaction by an issuer not involving a public offering. Each entity had adequate access to information about the registrant through its relationship with the registrant or through information provided to them.

On September 19, 2006, in connection with the registrant's acquisition of Addus HealthCare, Inc., the registrant issued the following shares of common stock to the following persons, former stockholders of Addus HealthCare, Inc., in exchange for their contribution of shares of Addus HealthCare, Inc. common stock, as follows:

<u>Stockholder</u>	<u>Addus HealthCare, Inc. Common Stock Contributed</u>	<u>Addus HomeCare Corporation Common Stock Issued</u>
W. Andrew Wright	72	71,536
Mark S. Heaney	5	5,285
James A. Wright	1	944
Courtney E. Panzer	1	944
Addus Term Trust	4	3,114
W. Andrew Wright Grantor Retained Annuity Trust	13	12,552

The foregoing shares of common stock described in the table above were issued in reliance upon Section 4(2) of the Securities Act of 1933 as a transaction by an issuer not involving a public offering. Each holder had adequate access to information about the registrant through his relationship with the registrant or through information provided to him.

The registrant did not, nor does it plan to, pay or give, directly or indirectly, any commission or other remuneration, including underwriting discounts or commissions, in connection with any of the issuances of securities listed above. In addition, each of the certificates issued representing the securities in the transactions listed above bears a restrictive legend permitting the transfer thereof only in compliance with applicable securities laws. The recipients of securities in each of the transactions listed above represented to the registrant their intention to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof. All recipients had or have adequate access, through their employment or other relationship with the registrant or through other access to information provided by our company, to information about our company.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits.

<u>Exhibit Number</u>	<u>Description of Document</u>
1.1	Form of Underwriting Agreement*
3.1	Restated Certificate of Incorporation of the Registrant*
3.2	Certificate of Amendment to Restated Certificate of Incorporation of the Registrant, dated as of July 10, 2009*
3.2(a)	Certificate of Amendment to Restated Certificate of Incorporation of the Registrant, dated as of September 22, 2009*
3.2(b)	Certificate of Amendment to Restated Certificate of Incorporation of the Registrant, dated as of October 1, 2009*
3.3	Form of Amended and Restated Certificate of Incorporation of the Registrant, to be effective prior to the closing of the offering*
3.4	Bylaws of the Registrant*
3.5	Form of Amended and Restated Bylaws of the Registrant, to be effective prior to the closing of the offering*
4.1	Form of Common Stock Certificate*
4.2	Stockholders' Agreement, dated September 19, 2006, by and among the Registrant, Eos Capital Partners III, L.P., Eos Partners SBIC III, L.P., Freeport Loan Fund LLC, W. Andrew Wright, III, Addus Term Trust, W. Andrew Wright Grantor Retained Annuity Trust, Mark S. Heaney, James A. Wright and Courtney E. Panzer*
4.3	Registration Rights Agreement, dated September 19, 2006, by and among the Registrant, Eos Capital Partners III, L.P., Eos Partners SBIC III, L.P., Freeport Loan Fund LLC, W. Andrew Wright, III, Addus Term Trust, W. Andrew Wright Grantor Retained Annuity Trust, Mark S. Heaney, James A. Wright and Courtney E. Panzer*
4.4	Form of 10% Junior Subordinated Promissory Note
5.1	Opinion of Nixon Peabody LLP*
10.1	Employment and Non-Competition Agreement, dated September 19, 2006, between Addus HealthCare, Inc. and W. Andrew Wright, III*
10.1(a)	Amendment to Employment and Non-Competition Agreement, dated May 6, 2008, between Addus HealthCare, Inc. and W. Andrew Wright, III*
10.1(b)	Separation and General Release Agreement, dated as of September 20, 2009, between Addus HealthCare, Inc. and W. Andrew Wright, III*

Exhibit Number	Description of Document
10.2	Amended and Restated Employment and Non-Competition Agreement, dated May 6, 2008, between Addus HealthCare, Inc. and Mark S. Heaney*
10.2(a)	Amendment to the Amended and Restated Employment and Non-Competition Agreement, dated September 30, 2009, between Addus HealthCare, Inc. and Mark S. Heaney*
10.3	Employment and Non-Competition Agreement, dated July 31, 2008, between Addus HealthCare, Inc. and Frank Leonard*
10.3(a)	Amendment to the Employment and Non-Competition Agreement, dated September 30, 2009, between Addus HealthCare, Inc. and Frank Leonard*
10.4	Amended and Restated Employment and Non-Competition Agreement, dated August 27, 2007, between Addus HealthCare, Inc. and Darby Anderson*
10.4(a)	Amendment to the Amended and Restated Employment and Non-Competition Agreement, dated September 30, 2009, between Addus HealthCare, Inc. and Darby Anderson*
10.5	Employment and Non-Competition Agreement, dated April 10, 2008, between Addus HealthCare, Inc. and Sharon Rudden*
10.5(a)	Amendment to the Employment and Non-Competition Agreement, dated September 30, 2009, between Addus HealthCare, Inc. and Sharon Rudden*
10.6	Amended and Restated Employment and Non-Competition Agreement, dated October 8, 2008, between Addus HealthCare, Inc. and David W. Stasiewicz*
10.6(a)	Amendment No. 1 to Amended and Restated Employment and Non-Competition Agreement between Addus HealthCare, Inc. and David W. Stasiewicz*
10.7	Employment and Non-Competition Agreement, dated March 23, 2007, between Addus HealthCare, Inc. and Paul Diamond*
10.7(a)	Amendment to the Employment and Non-Competition Agreement, dated September 30, 2009, between Addus HealthCare, Inc. and Paul Diamond*
10.8	Credit Agreement, dated as of September 19, 2006, between Addus Acquisition Corporation, as borrower, Addus HealthCare, Inc., the Registrant, Addus Management Corporation, Lowell Home Health Agency, Inc., Little Rock Home Health Agency, Inc., Fort Smith Home Health Agency, Inc., Benefits Assurance Co., Inc., PHC Acquisition Corporation, Professional Reliable Nursing Service, Inc., Freeport Financial LLC, as agent, Freeport Loan Fund LLC, as lender, Residential Funding Corporation and Fifth Third Bank (Chicago), as lenders*†
10.8(a)	Consent and First Amendment to Credit Agreement, dated as of July 29, 2007, between Addus HealthCare, Inc., as borrower, the Registrant, Addus Management Corporation, Lowell Home Health Agency, Inc., Little Rock Home Health Agency, Inc., Fort Smith Home Health Agency, Inc., Benefits Assurance Co., Inc., PHC Acquisition Corporation, Professional Reliable Nursing Service, Inc., Freeport Financial LLC, as agent, Freeport Loan Fund LLC, as a lender, Freeport Offshore Loan Fund LLC, as a lender, Freeport Loan Trust 2006-1, as a lender, Residential Funding Corporation and Fifth Third Bank (Chicago), as lenders*
10.8(b)	Consent and Second Amendment to Credit Agreement, dated as of October 15, 2007, between Addus HealthCare, Inc., as borrower, the Registrant, Addus Management Corporation, Lowell Home Health Agency, Inc., Little Rock Home Health Agency, Inc., Fort Smith Home Health Agency, Inc., Benefits Assurance Co., Inc., PHC Acquisition Corporation, Professional Reliable Nursing Service, Inc., Freeport Financial LLC, as agent, Freeport Loan Fund LLC, as a lender, Freeport Offshore Loan Fund LLC, as a lender, Freeport Loan Trust 2006-1, as a lender, CF Blackburn LLC and Fifth Third Bank (Chicago), as lenders*

Exhibit Number	Description of Document
10.8(c)	Consent and Third Amendment to Credit Agreement, dated as of November 13, 2007, between Addus HealthCare, Inc., as borrower, the Registrant, Addus Management Corporation, Lowell Home Health Agency, Inc., Little Rock Home Health Agency, Inc., Fort Smith Home Health Agency, Inc., Benefits Assurance Co., Inc., PHC Acquisition Corporation, Professional Reliable Nursing Service, Inc., Freeport Financial LLC, as agent, Freeport Loan Fund LLC, as a lender, Freeport Offshore Loan Fund LLC, as a lender, Freeport Loan Trust 2006-1, as a lender, CF Blackburn LLC and Fifth Third Bank (Chicago), as lenders*
10.8(d)	Consent and Fourth Amendment to Credit Agreement, dated as of April 1, 2008, between Addus HealthCare, Inc., as borrower, the Registrant, Addus Management Corporation, Lowell Home Health Agency, Inc., Little Rock Home Health Agency, Inc., Fort Smith Home Health Agency, Inc., Benefits Assurance Co., Inc., PHC Acquisition Corporation, Professional Reliable Nursing Service, Inc., Freeport Financial LLC, as agent, Freeport Loan Fund LLC, as a lender, Freeport Offshore Loan Fund LLC, as a lender, Freeport Loan Trust 2006-1, as a lender, CF Blackburn LLC and Fifth Third Bank (Chicago), as lenders*
10.8(e)	Consent and Fifth Amendment to Credit Agreement, dated as of June 9, 2008, between Addus HealthCare, Inc., as borrower, the Registrant, Addus Management Corporation, Lowell Home Health Agency, Inc., Little Rock Home Health Agency, Inc., Fort Smith Home Health Agency, Inc., Benefits Assurance Co., Inc., PHC Acquisition Corporation, Professional Reliable Nursing Service, Inc., Freeport Financial LLC, as agent, Freeport Loan Fund LLC, as a lender, Freeport Offshore Loan Fund LLC, as a lender, Freeport Loan Trust 2006-1, as a lender, CF Blackburn LLC and Fifth Third Bank (Chicago), as lenders*
10.8(f)	Consent and Sixth Amendment to Credit Agreement, dated as of September 25, 2008, between Addus HealthCare, Inc., as borrower, the Registrant, Lowell Home Health Agency, Inc., Little Rock Home Health Agency, Inc., Fort Smith Home Health Agency, Inc., Benefits Assurance Co., Inc., PHC Acquisition Corporation, Professional Reliable Nursing Service, Inc., Freeport Financial LLC, as agent, Freeport Loan Fund LLC, as a lender, Freeport Offshore Loan Fund LLC, as a lender, Freeport Loan Trust 2006-1, as a lender, CF Blackburn LLC and Fifth Third Bank (Chicago), as lenders*
10.8(g)	Consent and Seventh Amendment to Credit Agreement, dated as of October 21, 2008, between Addus HealthCare, Inc., as borrower, the Registrant, Addus Management Corporation, Lowell Home Health Agency, Inc., Little Rock Home Health Agency, Inc., Fort Smith Home Health Agency, Inc., Benefits Assurance Co., Inc., PHC Acquisition Corporation, Professional Reliable Nursing Service, Inc., Freeport Financial LLC, as agent, Freeport Loan Fund LLC, as a lender, Freeport Offshore Loan Fund LLC, as a lender, Freeport Loan Trust 2006-1, as a lender, CF Blackburn LLC and Fifth Third Bank (Chicago), as lenders*
10.9	Management Consulting Agreement, dated September 19, 2006, between Addus HealthCare, Inc. and Eos Management, Inc.*
10.9(a)	Amendment No. 1 to Management Consulting Agreement, dated July 2008, between Addus HealthCare, Inc. and Eos Management, Inc.*
10.9(b)	Termination Agreement between Addus HealthCare, Inc. and Eos Management, Inc.*
10.10	Addus HealthCare, Inc. Home Health and Home Care Division Vice President and Regional Director Bonus Plan*
10.11	Addus HealthCare, Inc. Support Center Vice President and Department Director Bonus Plan*
10.12	Addus Holding Corporation 2006 Stock Incentive Plan*
10.13	Director Form of Option Award Agreement under the 2006 Stock Incentive Plan*
10.14	Executive Form of Option Award Agreement under the 2006 Stock Incentive Plan*
10.15	Contingent Payment Agreement, dated September 19, 2006, among the Registrant, Addus Acquisition Corporation, Addus Management Corporation, Addus HealthCare, Inc., W. Andrew Wright, III, Addus Term Trust, W. Andrew Wright Grantor Retained Annuity Trust, Mark S. Heaney, James A. Wright and Courtney E. Panzer*

Exhibit Number	Description of Document
10.16	Form of Indemnification Agreement*
10.17	License Agreement, dated March 24, 2006, between McKesson Information Solutions, LLC and Addus HealthCare, Inc.*
10.17(a)	Contract Supplement to the License Agreement, dated March 24, 2006*
10.17(b)	Contract Supplement to the License Agreement, dated March 28, 2006*
10.17(c)	Amendment to License Agreement, dated March 28, 2006, between McKesson Information Solutions, LLC and Addus HealthCare, Inc.*
10.18	Lease, dated April 1, 1999, between W. Andrew Wright, III and Addus HealthCare, Inc.*
10.18(a)	First Amendment to Lease, dated as of April 1, 2002, between W. Andrew Wright, III and Addus HealthCare, Inc.*
10.18(b)	Second Amendment to Lease, dated as of September 19, 2006, between W. Andrew Wright, III and Addus HealthCare, Inc.*
10.18(c)	Third Amendment to Lease, dated as of September 1, 2008, between W. Andrew Wright, III and Addus HealthCare, Inc.*
10.19	Consent Fee Agreement among the Registrant, Eos Capital Partners III, L.P. and Eos Partners SBIC III, L.P.*
10.20	Form of Addus HomeCare Corporation 2009 Stock Incentive Plan*
10.20(a)	Form of Incentive Stock Option Award Agreement under the 2009 Stock Incentive Plan*
10.20(b)	Form of Restricted Stock Award Agreement under the 2009 Stock Incentive Plan*
10.21	Commitment Letter, dated October 13, 2009, among Fifth Third Bank, Addus HealthCare, Inc., the other Borrowers identified therein and the Registrant, as Guarantor
21.1	Subsidiaries of the Registrant*
23.1	Consent of BDO Seidman, LLP, Independent Registered Public Accounting Firm*
23.2	Consent of Dixon Hughes PLLC, Independent Public Accounting Firm*
23.3	Consent of Nixon Peabody LLP (included in Exhibit 5.1)*
24.1	Power of Attorney*
24.1(a)	Power of Attorney (Steven I. Geringer)*

* Previously filed.

† Portions of this exhibit have been omitted pursuant to a request for confidential treatment, and the redacted provisions have been filed separately with the Securities and Exchange Commission in connection with such request.

(b) Financial Statement Schedules.

All other schedules have been omitted because they are either inapplicable or the required information has been given in the consolidated financial statements or the notes thereto.

Item 17. Undertakings

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreements certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in

the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) for purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) for the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

EXHIBIT INDEX

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3.2	Certificate of Amendment to Restated Certificate of Incorporation of the Registrant, dated as of July 10, 2009*
3.2(a)	Certificate of Amendment to Restated Certificate of Incorporation of the Registrant, dated as of September 22, 2009*
3.2(b)	Certificate of Amendment to Restated Certificate of Incorporation of the Registrant, dated as of October 1, 2009*
3.3	Form of Amended and Restated Certificate of Incorporation of the Registrant, to be effective prior to the closing of the offering*
3.4	Bylaws of the Registrant*
3.5	Form of Amended and Restated Bylaws of the Registrant, to be effective prior to the closing of the offering*
4.1	Form of Common Stock Certificate*
4.2	Stockholders' Agreement, dated September 19, 2006, by and among the Registrant, Eos Capital Partners III, L.P., Eos Partners SBIC III, L.P., Freeport Loan Fund LLC, W. Andrew Wright, III, Addus Term Trust, W. Andrew Wright Grantor Retained Annuity Trust, Mark S. Heaney, James A. Wright and Courtney E. Panzer*
4.3	Registration Rights Agreement, dated September 19, 2006, by and among the Registrant, Eos Capital Partners III, L.P., Eos Partners SBIC III, L.P., Freeport Loan Fund LLC, W. Andrew Wright, III, Addus Term Trust, W. Andrew Wright Grantor Retained Annuity Trust, Mark S. Heaney, James A. Wright and Courtney E. Panzer*
4.4	Form of 10% Junior Subordinated Promissory Note
5.1	Opinion of Nixon Peabody LLP*
10.1	Employment and Non-Competition Agreement, dated September 19, 2006, between Addus HealthCare, Inc. and W. Andrew Wright*
10.1(a)	Amendment to Employment and Non-Competition Agreement, dated May 6, 2008, between Addus HealthCare, Inc. and W. Andrew Wright*
10.1(b)	Separation and General Release Agreement, dated as of September 20, 2009, between Addus HealthCare, Inc. and W. Andrew Wright, III*
10.2	Amended and Restated Employment and Non-Competition Agreement, dated May 6, 2008, between Addus HealthCare, Inc. and Mark S. Heaney*
10.2(a)	Amendment to the Amended and Restated Employment and Non-Competition Agreement, dated September 30, 2009, between Addus HealthCare, Inc. and Mark S. Heaney*
10.3	Employment and Non-Competition Agreement, dated July 31, 2008, between Addus HealthCare, Inc. and Frank Leonard*
10.3(a)	Amendment to the Employment and Non-Competition Agreement, dated September 30, 2009, between Addus HealthCare, Inc. and Frank Leonard*
10.4	Amended and Restated Employment and Non-Competition Agreement, dated August 27, 2007, between Addus HealthCare, Inc. and Darby Anderson*
10.4(a)	Amendment to the Amended and Restated Employment and Non-Competition Agreement, dated September 30, 2009, between Addus HealthCare, Inc. and Darby Anderson*

Exhibit Number	Description of Document
10.5	Employment and Non-Competition Agreement, dated April 10, 2008, between Addus HealthCare, Inc. and Sharon Rudden*
10.5(a)	Amendment to the Employment and Non-Competition Agreement, dated September 30, 2009, between Addus HealthCare, Inc. and Sharon Rudden*
10.6	Amended and Restated Employment and Non-Competition Agreement, dated October 8, 2008, between Addus HealthCare, Inc. and David W. Stasiewicz*
10.6(a)	Amendment No. 1 to Amended and Restated Employment and Non-Competition Agreement between Addus HealthCare, Inc. and David W. Stasiewicz*
10.7	Employment and Non-Competition Agreement, dated March 23, 2007, between Addus HealthCare, Inc. and Paul Diamond*
10.7(a)	Amendment to the Employment and Non-Competition Agreement, dated September 30, 2009, between Addus HealthCare, Inc. and Paul Diamond*
10.8	Credit Agreement, dated as of September 19, 2006, between Addus Acquisition Corporation, as borrower, Addus HealthCare, Inc., the Registrant, Addus Management Corporation, Lowell Home Health Agency, Inc., Little Rock Home Health Agency, Inc., Fort Smith Home Health Agency, Inc., Benefits Assurance Co., Inc., PHC Acquisition Corporation, Professional Reliable Nursing Service, Inc., Freeport Financial LLC, as agent, Freeport Loan Fund LLC, as lender, Residential Funding Corporation and Fifth Third Bank (Chicago), as lenders*†
10.8(a)	Consent and First Amendment to Credit Agreement, dated as of July 29, 2007, between Addus HealthCare, Inc., as borrower, the Registrant, Addus Management Corporation, Lowell Home Health Agency, Inc., Little Rock Home Health Agency, Inc., Fort Smith Home Health Agency, Inc., Benefits Assurance Co., Inc., PHC Acquisition Corporation, Professional Reliable Nursing Service, Inc., Freeport Financial LLC, as agent, Freeport Loan Fund LLC, as a lender, Freeport Offshore Loan Fund LLC, as a lender, Freeport Loan Trust 2006-1, as a lender, Residential Funding Corporation and Fifth Third Bank (Chicago), as lenders*
10.8(b)	Consent and Second Amendment to Credit Agreement, dated as of October 15, 2007, between Addus HealthCare, Inc., as borrower, the Registrant, Addus Management Corporation, Lowell Home Health Agency, Inc., Little Rock Home Health Agency, Inc., Fort Smith Home Health Agency, Inc., Benefits Assurance Co., Inc., PHC Acquisition Corporation, Professional Reliable Nursing Service, Inc., Freeport Financial LLC, as agent, Freeport Loan Fund LLC, as a lender, Freeport Offshore Loan Fund LLC, as a lender, Freeport Loan Trust 2006-1, as a lender, CF Blackburn LLC and Fifth Third Bank (Chicago), as lenders*
10.8(c)	Consent and Third Amendment to Credit Agreement, dated as of November 13, 2007, between Addus HealthCare, Inc., as borrower, the Registrant, Addus Management Corporation, Lowell Home Health Agency, Inc., Little Rock Home Health Agency, Inc., Fort Smith Home Health Agency, Inc., Benefits Assurance Co., Inc., PHC Acquisition Corporation, Professional Reliable Nursing Service, Inc., Freeport Financial LLC, as agent, Freeport Loan Fund LLC, as a lender, Freeport Offshore Loan Fund LLC, as a lender, Freeport Loan Trust 2006-1, as a lender, CF Blackburn LLC and Fifth Third Bank (Chicago), as lenders*
10.8(d)	Consent and Fourth Amendment to Credit Agreement, dated as of April 1, 2008, between Addus HealthCare, Inc., as borrower, the Registrant, Addus Management Corporation, Lowell Home Health Agency, Inc., Little Rock Home Health Agency, Inc., Fort Smith Home Health Agency, Inc., Benefits Assurance Co., Inc., PHC Acquisition Corporation, Professional Reliable Nursing Service, Inc., Freeport Financial LLC, as agent, Freeport Loan Fund LLC, as a lender, Freeport Offshore Loan Fund LLC, as a lender, Freeport Loan Trust 2006-1, as a lender, CF Blackburn LLC and Fifth Third Bank (Chicago), as lenders*

Exhibit Number	Description of Document
10.8(e)	Consent and Fifth Amendment to Credit Agreement, dated as of June 9, 2008, between Addus HealthCare, Inc., as borrower, the Registrant, Addus Management Corporation, Lowell Home Health Agency, Inc., Little Rock Home Health Agency, Inc., Fort Smith Home Health Agency, Inc., Benefits Assurance Co., Inc., PHC Acquisition Corporation, Professional Reliable Nursing Service, Inc., Freeport Financial LLC, as agent, Freeport Loan Fund LLC, as a lender, Freeport Offshore Loan Fund LLC, as a lender, Freeport Loan Trust 2006-1, as a lender, CF Blackburn LLC and Fifth Third Bank (Chicago), as lenders*
10.8(f)	Consent and Sixth Amendment to Credit Agreement, dated as of September 25, 2008, between Addus HealthCare, Inc., as borrower, the Registrant, Lowell Home Health Agency, Inc., Little Rock Home Health Agency, Inc., Fort Smith Home Health Agency, Inc., Benefits Assurance Co., Inc., PHC Acquisition Corporation, Professional Reliable Nursing Service, Inc., Freeport Financial LLC, as agent, Freeport Loan Fund LLC, as a lender, Freeport Offshore Loan Fund LLC, as a lender, Freeport Loan Trust 2006-1, as a lender, CF Blackburn LLC and Fifth Third Bank (Chicago), as lenders*
10.8(g)	Consent and Seventh Amendment to Credit Agreement, dated as of October 21, 2008, between Addus HealthCare, Inc., as borrower, the Registrant, Addus Management Corporation, Lowell Home Health Agency, Inc., Little Rock Home Health Agency, Inc., Fort Smith Home Health Agency, Inc., Benefits Assurance Co., Inc., PHC Acquisition Corporation, Professional Reliable Nursing Service, Inc., Freeport Financial LLC, as agent, Freeport Loan Fund LLC, as a lender, Freeport Offshore Loan Fund LLC, as a lender, Freeport Loan Trust 2006-1, as a lender, CF Blackburn LLC and Fifth Third Bank (Chicago), as lenders*
10.9	Management Consulting Agreement, dated September 19, 2006, between Addus HealthCare, Inc. and Eos Management, Inc.*
10.9(a)	Amendment No. 1 to Management Consulting Agreement, dated July 2008, between Addus HealthCare, Inc. and Eos Management, Inc.*
10.9(b)	Termination Agreement between Addus HealthCare, Inc. and Eos Management, Inc.*
10.10	Addus HealthCare, Inc. Home Health and Home Care Division Vice President and Regional Director Bonus Plan*
10.11	Addus HealthCare, Inc. Support Center Vice President and Department Director Bonus Plan*
10.12	Addus Holding Corporation 2006 Stock Incentive Plan*
10.13	Director Form of Option Award Agreement under the 2006 Stock Incentive Plan*
10.14	Executive Form of Option Award Agreement under the 2006 Stock Incentive Plan*
10.15	Contingent Payment Agreement, dated September 19, 2006, among the Registrant, Addus Acquisition Corporation, Addus Management Corporation, Addus HealthCare, Inc., W. Andrew Wright, III, Addus Term Trust, W. Andrew Wright Grantor Retained Annuity Trust, Mark S. Heaney, James A. Wright and Courtney E. Panzer*
10.16	Form of Indemnification Agreement*
10.17	License Agreement, dated March 24, 2006, between McKesson Information Solutions, LLC and Addus HealthCare, Inc.*
10.17(a)	Contract Supplement to the License Agreement, dated March 24, 2006*
10.17(b)	Contract Supplement to the License Agreement, dated March 28, 2006*
10.17(c)	Amendment to License Agreement, dated March 28, 2006, between McKesson Information Solutions, LLC and Addus HealthCare, Inc.*
10.18	Lease, dated April 1, 1999, between W. Andrew Wright, III and Addus HealthCare, Inc.*

Exhibit Number	Description of Document
10.18(a)	First Amendment to Lease, dated as of April 1, 2002, between W. Andrew Wright, III and Addus HealthCare, Inc.*
10.18(b)	Second Amendment to Lease, dated as of September 19, 2006, between W. Andrew Wright, III and Addus HealthCare, Inc.*
10.18(c)	Third Amendment to Lease, dated as of September 1, 2008, between W. Andrew Wright, III and Addus HealthCare, Inc.*
10.19	Consent Fee Agreement among the Registrant, Eos Capital Partners III, L.P. and Eos Partners SBIC III, L.P.*
10.20	Form of Addus HomeCare Corporation 2009 Stock Incentive Plan*
10.20(a)	Form of Incentive Stock Option Award Agreement under the 2009 Stock Incentive Plan*
10.20(b)	Form of Restricted Stock Award Agreement under the 2009 Stock Incentive Plan*
10.21	Commitment Letter, dated October 13, 2009, among Fifth Third Bank, Addus HealthCare, Inc., the other Borrowers identified therein and the Registrant, as Guarantor
21.1	Subsidiaries of the Registrant*
23.1	Consent of BDO Seidman, LLP, Independent Registered Public Accounting Firm*
23.2	Consent of Dixon Hughes PLLC, Independent Public Accounting Firm*
23.3	Consent of Nixon Peabody LLP (included in Exhibit 5.1)*
24.1	Power of Attorney*
24.1(a)	Power of Attorney (Steven I. Geringer)*

* Previously filed.

† Portions of this exhibit have been omitted pursuant to a request for confidential treatment, and the redacted provisions have been filed separately with the Securities and Exchange Commission in connection with such request.

THE INDEBTEDNESS EVIDENCED BY THIS PROMISSORY NOTE IS SUBORDINATED TO CERTAIN SENIOR INDEBTEDNESS TO THE EXTENT PROVIDED HEREIN.

ADDUS HOMECARE CORPORATION

Form of Unsecured 10% Junior Subordinated Promissory Note

\$[]¹

[] , 2009

SECTION 1. General.

(a) ADDUS HOMECARE CORPORATION, a Delaware corporation (the "Company"), for value received, hereby promises to pay, subject to the further provisions hereof including, without limitation, Section 6 hereof, to [], a [] (together with any person or entity to which this Note is assigned, the "Holder"), the principal amount of [] DOLLARS (\$[]), maturing on September 30, 2011 (the "Maturity Date").

(b) This Note shall bear and accrue interest (the "Interest") on the unpaid principal balance at the rate of ten percent (10%) per annum, which shall compound annually, and shall be payable in the manner provided in Section 1(c). Interest shall be calculated on the basis of a 360-day year for the actual days elapsed, commencing on the date hereof.

(c) Subject to Section 6 hereof, the outstanding principal amount of this Note shall be due and payable in eight (8) equal consecutive quarterly installments commencing on December 31, 2009, and on March 31, June 30, September 30 and December 31 of each year thereafter until paid in full. Subject to Section 6 hereof, interest on the unpaid principal balance of this Note shall be due and payable quarterly in arrears, together with each payment of principal.

(d) This Note is issued in payment of the \$[] in dividends accrued and unpaid on shares of the Company's series A convertible preferred stock, par value \$0.001 per share (the "Series A Preferred Stock"), previously held by the Holder and converted into shares of the Company's common stock, par value \$0.001 per share (the "Common Stock"), and \$[] in respect of fractional shares that would otherwise have been issuable upon the conversion of such shares of Series A Preferred Stock. The Holder acknowledges and agrees that the delivery of this Note and the payment of the principal amount hereof and accrued Interest thereon on the terms hereof satisfy the Company's obligations to pay all accrued and unpaid dividends on the shares of Series A Preferred Stock so converted and all amounts in respect of such fractional shares.

¹ Will equal all accrued dividends on the Holder's shares of Series A Preferred Stock as of the conversion.

(e) As used herein, the Holder's "Pro Rata Share" means []%, which is the quotient obtained by dividing (i) the number of shares of Series A Preferred Stock previously held by the Holder and converted into shares of the Company's Common Stock, by (ii) 372,500.

SECTION 2. The Note.

The term "Note" as used herein refers to this Note and also refers to any Note executed and delivered by the Company in replacement hereof pursuant to Section 7 hereof.

SECTION 3. Non-Negotiability; Non-Transferability.

This Note shall not be negotiable, assignable or transferable, and no such negotiation, assignment or transfer shall be effective, in each case, without the prior written consent of the Company and the Holder; *provided, however*, that the Holder may transfer or assign this Note to an affiliate of the Holder without the consent of the Company.

SECTION 4. Optional Prepayments.

Subject to Section 6 hereof, the Company may, at its sole option at any time, prepay all or any portion of the principal amount of this Note, without penalty or premium, in whole or in part, together with Interest to the date of such prepayment on the principal amount so prepaid.

SECTION 5. Mandatory Prepayments. Subject to Section 6 hereof:

(a) The Company shall prepay a portion of the outstanding principal amount of this Note equal to the Holder's Pro Rata Share of \$4,000,000 (the "Initial Prepayment Amount") and all accrued Interest thereon promptly following the consummation of the initial public offering of its Common Stock as contemplated by the registration statement on Form S-1 filed by the Company with the Securities Exchange Commission (File No. 333-160634) (the "IPO"); *provided*, that if the IPO results in gross proceeds to the Company of an amount equal to or greater than \$70,000,000, the Company shall prepay a portion of the outstanding principal amount of this Note promptly following the consummation of the IPO equal to the sum of (i) the Initial Prepayment Amount, and (ii) the Holder's Pro Rata Share of an amount equal to 50% of the gross proceeds in excess of \$70,000,000, together with all accrued Interest on such aggregate principal amount, up to an aggregate amount equal to the original principal amount of this Note plus all accrued Interest thereon.

(b) If, after the consummation of the IPO, the Company consummates any public offering of newly-issued shares of its Common Stock pursuant to an effective registration statement under the Securities Act of 1933, as amended (other than pursuant to a registration statement on Form S-4 or Form S-8 or any similar or successor form) (a "Public Offering"), and the gross proceeds of such Public Offering to the Company are at least \$10,000,000, the Company shall, promptly following the receipt of proceeds upon the consummation of such Public Offering, prepay a portion of the outstanding principal amount of this Note in an amount equal to the Holder's Pro Rata Share of 50% of the amount of such gross proceeds, together with all accrued Interest thereon, up to an aggregate amount equal to the outstanding principal amount plus all accrued Interest thereon. The provisions of this Section 5(b) shall apply to each Public Offering consummated by the Company until such time as the entire principal amount of this Note, together with all accrued Interest thereon, has been paid in full.

(c) The Company shall prepay the outstanding principal amount of this Note and all accrued Interest thereon upon (i) any voluntary or involuntary liquidation, dissolution or winding up of the Company, other than any dissolution, liquidation or winding up in connection with any reincorporation of the Company in another jurisdiction, (ii) the sale of all or substantially all of the Company' assets, (iii) the sale or transfer of the outstanding shares of capital stock of the Company or (iv) the merger or consolidation of the Company with another person or entity, in each case in clauses (iii) and (iv) above, under circumstances in which the holders (together with any affiliates of such holders) of the voting power of outstanding capital stock of the Company, immediately prior to such transaction, own less than 50% in voting power of the outstanding capital stock of the Company or the surviving or resulting corporation or acquirer, as the case may be, immediately following such transaction. A sale (or multiple related sales) of one or more subsidiaries of the Company (whether by way of merger, consolidation, reorganization or sale of all or substantially all assets or securities) which constitutes all or substantially all of the consolidated assets of the Company shall be deemed a transaction contemplated by clause (ii) above.

(d) With respect to any prepayments made by the Company pursuant to Section 4 or this Section 5, such prepayments shall be applied first, in payment of the principal amount of this Note in inverse order of maturity.

SECTION 6. Subordination.

(a) The Company and the Holder agree that all indebtedness evidenced by this Note, including principal, Interest and all other amounts payable hereunder shall, to the extent hereinafter set forth, be subordinate and junior to all obligations, indebtedness and liabilities (the "Obligations") of the Company and its affiliates under any third party senior secured credit facility of the Company or any of its affiliates and any subsequent refinancing thereof, as such Obligations may be increased, extended or otherwise modified from time to time hereafter (collectively, "Senior Indebtedness," and documents related thereto, the "Loan Documents").

(b) Notwithstanding anything herein to the contrary, unless otherwise permitted by the Loan Documents, no payment, direct or indirect, shall be made by the Company on account of principal of, or Interest on, this Note or otherwise with respect to this Note or on account of the purchase or redemption or other acquisition of this Note, unless and until the Senior Indebtedness shall have been indefeasibly paid in full in cash and the commitments to lend thereunder have terminated pursuant to the terms of the Loan Documents; *provided* that the Company shall be permitted to pay, and the Holder shall be permitted to retain, (i) regularly scheduled payments of Interest on this Note as and when such payment shall become due and payable, so long as immediately before and after giving effect to each such payment, (A) no default or event of default exists under the Loan Documents (herein, a "Senior Default") or would be caused thereby and (B) the Company and its affiliates are in pro forma compliance with the financial covenants set forth in the Loan Documents; and (ii) regularly scheduled payments of principal of this Note as and when such payment shall become due and payable, so long as immediately before and after giving effect to each such payment, (A) no Senior Default exists or would be caused thereby, (B) the Company and its affiliates are in pro forma compliance with the financial covenants set forth in the Loan Documents, (C) the Company and its affiliates are in pro forma compliance with the Fixed Charge Coverage financial covenant set forth in the Loan Documents as if such ratio were set at 1.2: 1.0 computed as of the most recent fiscal quarter end for which the Company and its affiliates have delivered financial statements pursuant to the Loan Documents, and (D) the borrowers under the Loan Documents shall have Excess Availability (as defined in the Loan Documents) of at least \$4,000,000.00.

(c) Unless and until the Senior Indebtedness shall have been indefeasibly paid in full in cash and the commitments to lend thereunder have terminated pursuant to the terms of the Loan Documents, except for the receipt of payments specifically permitted pursuant to Section 6(b), the Holder shall not (i) accept or receive (in cash or property or by setoff, exercise of contractual or statutory rights or otherwise) any direct or indirect payment on account of this Note at any time a Senior Default exists and until the Company has notified the Holder in writing that such Senior Default has been waived or is no longer continuing, (ii) demand or attempt to collect or commence any legal proceedings to collect, any payment on account of this Note, or (iii) commence or maintain any action, suit or any other legal or equitable proceeding against the Company, or join with any creditor in any such proceeding, under any insolvency, bankruptcy, receivership, liquidation, reorganization or other similar law, at any time, unless holders of Senior Indebtedness shall also join in bringing such proceeding.

(d) In the event that the Company makes any payment with respect to this Note, whether in cash, property or securities, at a time when a Senior Default exists, such payment shall be held by the Holder in trust for the benefit of, and shall be paid forthwith over and delivered to, the holders of Senior Indebtedness (or an agent thereof) to be applied in accordance with the terms of the Loan Documents.

(e) No right of any present or future holder of Senior Indebtedness to enforce the subordination of the indebtedness evidenced by this Note shall be prejudiced or impaired by any act or failure to act by any such holder or by the Company or by the failure of the Company to comply with this Note, regardless of any knowledge thereof which any such holder may have or otherwise be charged with.

(f) The Holder agrees and consents that, without notice to or assent by the Holder and without affecting the liabilities and obligations of the Company and the Holder and the rights and benefits of the holders of the Senior Indebtedness, (i) the obligations and liabilities of the Company and any other party or parties for or upon the Senior Indebtedness may, from time to time, be increased, renewed, refinanced, extended, modified, amended, restated, compromised, supplemented, terminated, waived or released at any time and from time to time; (ii) the holders of the Senior Indebtedness and any representative or representatives acting on behalf thereof, may exercise or refrain from exercising any right, remedy or power granted by or in connection with any agreements relating to the Senior Indebtedness (including, without limitation, any exercise or non-exercise by any such holder of any right, power, privilege or remedy under the Loan Documents or hereunder or any release by any such holder of any security for the payment of the Senior Indebtedness); and (iii) any balance or balances of funds with any holder of Senior Indebtedness at any time outstanding to the credit of the Company may, from time to time, in whole or in part, be surrendered or released; in each case all as any such holder and any representative or representatives acting on behalf thereof, may deem advisable, and all without impairing, abridging, diminishing, releasing or affecting the subordination of the subordinated indebtedness to the Senior Indebtedness provided for herein.

(g) The obligations of the Holder under this Section 6 shall continue to be effective, or be reinstated, as the case may be, if at any time any payment in respect of any Senior Indebtedness is rescinded or must otherwise be restored or returned by any holder of Senior Indebtedness by reason of any bankruptcy, reorganization, arrangement, composition or similar proceeding or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Company or any substantial part of its property, or otherwise, all as through such payment had not been made.

(h) The Holder agrees that the holders of the Senior Indebtedness are entitled to rely upon the provision of this Section 6 and may enforce the provisions of this Section 6 against the Holder.

SECTION 7. Replacement of Note.

Upon surrender and cancellation of this Note, and in all cases (other than pursuant to clause (i) of this Section 7) upon reimbursement to the Company of all reasonable expenses incidental thereto, the Company will make and deliver a new Note of like tenor in lieu of this Note in the following circumstances (i) in the event of a prepayment or partial prepayment of the principal in accordance with Section 4 or 5 hereof, or (ii) upon receipt by the Company of evidence satisfactory to it of the loss, theft, destruction or mutilation of this Note and, in case of loss, theft, destruction or mutilation, of indemnity reasonably satisfactory to it. Any Note made and delivered in accordance with the provisions of this Section 7 shall be dated as of the date through which Interest has been paid on this Note.

SECTION 8. Amendments and Waivers.

With the written consent of the Holder, any covenant, agreement or condition contained in this Note may be waived (either generally or in a particular instance and either retroactively or prospectively), or the Holder and the Company may from time to time enter into agreements for the purpose of amending any covenant, agreement or condition of this Note or changing in any manner the rights of the Holder of this Note. Any such amendment or waiver shall be binding upon each Holder of this Note and upon the Company. Upon the request of the Company, the Holder hereof shall submit this Note to the Company so that this Note may be marked to indicate such amendment or waiver, and any Note issued thereafter shall bear a similar notation referring to any such amendment or continuing waiver. Notwithstanding anything herein to the contrary, this Note may not be amended, restated, supplemented or otherwise modified in any manner without the prior written consent of any holder of the Senior Indebtedness.

SECTION 9. Event of Default.

(a) In case of the occurrence of any of the following events (an "Event of Default"):

(i) default shall be made in the payment of the principal and/or of Interest on this Note, when and as the same shall become due and payable (unless such payment is specifically prohibited by Section 6), whether at the due date thereof or by acceleration thereof or otherwise and, with respect to the payment of Interest on this Note, and such default shall continue unremedied for 30 days;

(ii) the Company shall (A) apply for or consent to the appointment of a receiver, trustee or liquidator for itself or all or a substantial part of its property, (B) admit in writing its inability to pay its debts as they mature, (C) make a general assignment for the benefit of creditors, (D) be adjudicated as bankrupt or insolvent, (E) file a voluntary petition in bankruptcy or petition or answer seeking a reorganization or an arrangement with its creditors, (F) take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute or file an answer admitting the material allegations of a petition filed against it in any proceeding under any such law or (G) take any corporate action for the purpose of effecting any of the foregoing; or

(iii) an order, judgment or decree shall be entered, without the application, approval or consent of the Company, by any court of competent jurisdiction, approving a petition seeking reorganization of the Company or all or a substantial part of the assets of the Company, or appointing a receiver, trustee or liquidator of the Company, and such order, judgment or decree shall continue unstayed and in effect for any period of 90 days;

then, subject to the provisions of Section 6 hereof, the Holder may, upon not less than 20 days' prior written notice to the Company and the holders of any Senior Indebtedness, declare this Note to be forthwith due and payable, whereupon this Note shall become forthwith due and payable, both as to principal and Interest, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived.

(b) Subject to Section 6 hereof, in case any one or more of the Events of Default shall have occurred and be continuing, the Holder may proceed to protect and enforce its rights either by suit in equity and/or by action at law, whether for the specific performance of any covenant or agreement contained in this Note or in aid of the exercise of any power granted in this Note, or proceed to enforce the payment of this Note or to enforce any other legal or equitable right of the Holder.

(c) No remedy conferred hereunder is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No course of dealing between the Company and the Holder or any delay on the part of the Holder in exercising its rights hereunder shall operate as a waiver of any rights of the Holder.

SECTION 10. Extension of Maturity.

Should the Maturity Date occur on a day other than a business day, the Maturity Date shall be extended to the next succeeding business day, and, in the case of principal, Interest shall be payable thereon at the rate per annum herein specified during such extension. The term "business day" shall mean any day that is not a Saturday, Sunday or a day on which banking institutions in New York, New York are not required to be open.

SECTION 11. Successors and Assigns.

The provisions of this Note shall be binding upon and inure to the benefit of the Company and its successors and assigns, and to the Holder and its respective successors, assigns, heirs, executors, administrators and duly appointed legal representatives, as applicable, who shall succeed to the Holder's rights and obligations in, to and under this Note.

SECTION 12. Governing Law.

This Note will be governed by and construed and enforced in accordance with the internal laws of the State of New York without reference to its choice of law rules.

SECTION 13. Consent to Jurisdiction, Etc.

The Company and the Holder hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Note shall be brought only to the exclusive jurisdiction of the courts of the State of New York or the federal courts located in the County of New York in the State of New York, and each of the Company and the Holder hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. The Company and the Holder agree that, after a legal dispute is before a court as specified in this Section 13, and during the pendency of such dispute before such court, all actions, suits, or proceedings with respect to such dispute or any other dispute, including without limitation, any counterclaim, cross-claim or interpleader, shall be subject to the exclusive jurisdiction of such court. Process in any such suit, action or proceeding may be served on either the Company or the Holder anywhere in the world, whether within or without the jurisdiction of any such court. Each of the Company and the Holder hereto agrees that a final judgment in any action, suit or proceeding described in this Section 13 after the expiration of any period permitted for appeal and subject to any stay during appeal shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable laws.

SECTION 14. Waiver of Jury Trial.

THE COMPANY AND THE HOLDER OF THIS NOTE HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE.

SECTION 15. Severability.

Any provision of this Note that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Note, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the Company and the Holder waive any provision of law which renders any such provision prohibited or unenforceable in any respect.

* * * * *

IN WITNESS WHEREOF, the Company has duly executed and delivered this Note as of the date first written above.

ADDUS HOMECARE CORPORATION

By: _____
Name:
Title:

Agreed to and accepted by

[HOLDER]

By: _____
Name:
Title:



October 13, 2009

Mr. Frank Leonard
Chief Financial Officer

And

Mr. David Stasiewicz
Vice President – Finance

Addus Healthcare, Inc.
2401 S. Plum Grove Rd.
Palatine, Illinois 60067

Re: \$50,000,000 Revolving Credit Facility
Addus Healthcare, Inc. et al.

Dear Mr. Leonard:

We are pleased to advise you that Fifth Third Bank, an Ohio banking corporation (the "Lender") commits, subject to the terms and conditions contained herein and in the term sheet attached hereto as Exhibit A (the "Term Sheet"; the Term Sheet and this commitment letter are collectively referred to herein as the "Commitment") to provide the above referenced credit facility (the "Facility") to ADDUS HEALTHCARE, INC., an Illinois corporation, ADDUS HEALTHCARE (IDAHO), INC., a Delaware corporation, ADDUS HEALTHCARE (INDIANA), INC., a Delaware corporation, ADDUS HEALTHCARE (NEVADA), INC., a Delaware corporation, ADDUS HEALTHCARE (NEW JERSEY), INC., a Delaware corporation, ADDUS HEALTHCARE (NORTH CAROLINA), INC., a Delaware corporation, BENEFITS ASSURANCE CO., INC., a Delaware corporation, FORT SMITH HOME HEALTH AGENCY, INC., an Arkansas corporation, LITTLE ROCK HOME HEALTH AGENCY, INC., an Arkansas corporation, LOWELL HOME HEALTH AGENCY, INC., an Arkansas corporation, PHC ACQUISITION CORPORATION, a California corporation, PROFESSIONAL RELIABLE NURSING SERVICE, INC., a California corporation, as Borrowers (individually and collectively, "Borrower"), and ADDUS HOMECARE CORPORATION, a Delaware corporation ("Holdings"), as Guarantor. Lender anticipates that

each entity constituting Borrower will be co-borrowers under and jointly and severally liable for the Facility and that Holdings will be a guarantor of the Facility (such co-borrowers and guarantor are collectively referred to as the "Credit Parties").

This Commitment is being delivered in reliance that all Information provided to Lender will be accurate and complete in all material respects. Accordingly, Borrower hereby represents and covenants that all written information (other than projections, forward looking statements or information of a general economic nature) prepared by or on behalf of Borrower, concerning Borrower, any other Credit Party or the transactions contemplated hereby (the "Information") which is made available in writing to Lender by Borrower or any authorized representative of Borrower in connection with the transactions contemplated hereby (as subsequently updated), will be complete and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein in the aggregate, in light of the circumstances under which such statements were made, not misleading.

Please note that any closing of the Facility is subject to the satisfactory completion by Lender of all legal due diligence, the legal and regulatory conditions by which Lender is bound, the customary funding conditions of Lender, and the conditions precedent set forth in the Term Sheet below the caption "Other Terms and Conditions Precedent". In addition to the loan documents described in this Commitment, Lender reserves the right to require additional loan documents that are customary for this type of transaction.

In consideration of the execution and delivery of this Commitment by Lender, Borrowers and Holdings each hereby agree, jointly and severally, to indemnify, exonerate and hold Lender and its officers, directors, employees, affiliates, attorneys and agents (each an "Indemnified Party") free and harmless from and against any and all actions, causes of action, suits, losses, liabilities, damages and reasonable expenses, including reasonable attorneys' fees and expenses (collectively, the "Indemnified Liabilities"), incurred by the Indemnified Parties or any of them as a result of, or arising out of, or relating to the proposed Facility or other similar transactions financed or proposed to be financed in whole or in part, directly or indirectly, with the proceeds of the Facility, or the execution, delivery, performance or enforcement of this Commitment or loan documentation relating to the Facility, by any of the Indemnified Parties, or the collateral for the Facility, except for any such Indemnified Liabilities arising on account of the applicable Indemnified Party's gross negligence or willful misconduct. Borrower's obligations under this paragraph shall survive until the parties have entered into a Loan and Security Agreement with respect to the Facility.

Immediately upon written request by Lender, Borrower agrees to reimburse Lender for all its reasonable out-of-pocket costs and expenses associated with due diligence, underwriting and documenting the Facility, including, without limitation, reasonable attorneys fees and costs, tax, lien and judgment search fees and costs, and auditing, appraisal and reference check fees and costs, regardless of whether the Facility closes (collectively, "Expenses"). Borrower's obligations under this paragraph shall survive the termination of this Commitment.

This Commitment shall automatically expire on the date and time set forth below unless Lender has received by that date and time the countersigned copy of this letter and payment of a Commitment Fee in the amount set forth on Borrower's signature page hereto (the "Commitment Fee"). Borrower acknowledges that the entire Commitment Fee has been fully earned by Lender as of the date hereof in consideration of Lender committing, subject to the terms and conditions set forth in this Commitment, to make funds available to Borrower, and that Lender will not be required to refund any portion of the Commitment Fee to Borrower, provided that the Commitment Fee shall be applied to any closing fee payable on the closing date of the Facility.

This Commitment is being furnished to Borrower on the basis that neither its contents nor the fact that Borrower, any other Credit Parties and Lender are having any discussions related to the Facility, including the status thereof, termination thereof, any decision on Borrower's, any other Credit Party's or Lender's part to no longer consider the Facility or any terms, conditions, or other facts in respect thereof, will be shared with any third-party including, without limitation, any financial institution or intermediary without Lender's prior written consent, except that any of Borrower and any other Credit Party may share the contents of this Commitment with its advisors, management, and regulatory bodies on a need-to-know basis. Any person who is informed of the contents of this Commitment must be informed that such contents are confidential and may not be disclosed without Lender's prior written consent provided that the Credit Parties may describe the contents of this Commitment in the registration statement on Form S-1 filed with the Securities and Exchange Commission (and any amendments thereto) and otherwise as required in connection with the IPO.

Neither this Commitment nor the proceeds of the Facility shall be assignable by Borrower or any other Credit Party to anyone without Lender's prior written consent, which shall be at the sole and absolute discretion of Lender. No party other than Borrower shall be entitled to rely on this Commitment. Notwithstanding anything to the contrary herein or in any other written or oral communication by Lender, Borrower acknowledges that neither Borrower nor any other Credit Party shall be entitled to obtain the original or any copies of any reports received or generated by Lender during the course of its credit review and/or due diligence, even if such Borrower or other Credit Party has directly paid for such reports or reimbursed such Lender for its payment(s) for such reports.

This Commitment represents the entire agreement between the parties with respect to the proposed transaction and supersedes all other prior oral and written agreements or understandings. Delivery of an executed counterpart of this letter by telefacsimile shall be equally effective as delivery of a manually executed counterpart of this Commitment. Any party delivering an executed counterpart of this Commitment by telefacsimile shall also deliver a manually executed counterpart of this Commitment, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Commitment.

This Commitment and any loan documents, shall be governed by and construed under the internal laws of the State of Illinois, without regard to its conflicts of laws principles. Each of Lender and Borrower hereby (i) consents to the jurisdiction of the state and federal courts located in the State of Illinois, (ii) waives objection to the venue of an action heard in a court located in the City of Chicago, State of Illinois, (iii) waives any and all rights to trial by jury in any action or proceeding relating to this Commitment and agrees that any such action or proceeding shall be heard before a court and not before a jury. Under no circumstances shall Lender or its affiliates

be liable to Borrower, any other Credit Party or any other person for any punitive, exemplary, consequential or indirect damages which may be alleged in any way related this Commitment, the Facility, the loan documentation, or the collateral for the Facility, regardless of whether the Facility closes.

We welcome this opportunity to be of service to Borrower by offering this financing and look forward to working with Borrower on this transaction. Please indicate acceptance by Borrower of the terms of this Commitment by signing where indicated below. This Commitment will expire and be of no force or effect if not executed and delivered together with the aforementioned Commitment Fee to Lender by October 22, 2009, by 5:00 pm CST.

Very Truly Yours,

Fifth Third Bank
Structured Finance Group

By: /s/ Gregory H. Bork

Gregory H. Bork
Vice President

SIGNATURE PAGE TO
FIFTH THIRD BANK COMMITMENT LETTER

The foregoing is accepted and agreed to:

Borrowers:

ADDUS HEALTHCARE, INC., an Illinois corporation

ADDUS HEALTHCARE (IDAHO), INC., a
Delaware corporation

ADDUS HEALTHCARE (INDIANA), INC., a
Delaware corporation

ADDUS HEALTHCARE (NEVADA), INC., a
Delaware corporation

ADDUS HEALTHCARE (NEW JERSEY), INC., a
Delaware corporation

ADDUS HEALTHCARE (NORTH CAROLINA), INC., a
Delaware corporation

BENEFITS ASSURANCE CO., INC., a
Delaware corporation

FORTH SMITH HOME HEALTH AGENCY, INC.,
an Arkansas corporation

LITTLE ROCK HOME HEALTH AGENCY, INC.,
an Arkansas corporation

LOWELL HOME HEALTH AGENCY, INC.,
an Arkansas corporation

PHC ACQUISITION CORPORATION,
a California corporation

PROFESSIONAL RELIABLE NURSING SERVICE, INC.,
a California corporation
Intending to bind each of the above entities

By: /s/ Mark S. Heaney
Name: Mark S. Heaney
Title: President

Guarantor:

ADDUS HOMECARE CORPORATION, a
Delaware Corporation

By: /s/ Mark S. Heaney
Name: Mark S. Heaney
Title: President and Chief Executive Officer

SUMMARY OF TERMS AND CONDITIONS

- Borrowers:** Addus Healthcare, Inc.,
Addus Healthcare (Idaho), Inc.,
Addus Healthcare (Indiana), Inc.,
Addus Healthcare (Nevada), Inc.,
Addus Healthcare (New Jersey), Inc.,
Addus Healthcare (North Carolina), Inc.,
Benefits Assurance Co., Inc.,
Fort Smith Home Health Agency, Inc.,
Little Rock Home Health Agency, Inc.,
Lowell Home Health Agency, Inc.,
PHC Acquisition Corporation, and
Professional Reliable Nursing Service, Inc.
(Hereinafter collectively “Companies”, or “Borrowers”)
- Guarantor:** Addus Homecare Corporation (“Holdings” as a guarantor, the “Guarantor”; Borrowers and the Guarantor are collectively referred to herein as “Credit Parties” and each a “Credit Party”)
- Agent:** Fifth Third Bank (“Bank” or “FTB”), as agent (the “Agent”) for the lenders party thereto from time to time (the “Lenders”)
- Facility:** \$50,000,000 revolving credit facility. Availability of funds shall be based upon the advance rates outlined below.
- Term:** Five (5) Years from the closing date
- Purpose:** Proceeds under the Facility are to be used to: (i) fund working capital needs and general corporate purposes of the Borrowers, (ii) fund the Borrowers’ permitted acquisitions, (iii) refinance existing senior debt and (iv) pay for fees, costs and expenses incurred in connection with this Facility and the IPO.

Security:	The Facility shall be secured by a valid, perfected, first and only priority security interest in all of Borrowers' now owned or hereafter acquired tangible and intangible assets, including, but not limited to (the " Collateral "): accounts receivable, contract rights, documents, instruments, trade names and general intangibles; provided that, to the extent any such collateral (including the creation or perfection of any security interest therein) is not or cannot be provided on the Closing Date (other than the grant and perfection of security interests in assets located in any state of the United States, Puerto Rico or the District of Columbia with respect to which a lien may be perfected solely by the filing of a financing statement under the Uniform Commercial Code or the delivery of a stock certificate) after Borrowers' use of commercially reasonable efforts to do so or without undue burden or expense, then the provision of any such collateral shall not constitute a condition precedent to the Closing Date, but may instead be provided after the Closing Date pursuant to arrangements to be mutually agreed. All obligations under the Facility, real or contingent, shall be cross-collateralized and cross-defaulted.
Closing Date:	The closing date for the Facility (the " Closing Date ") will, subject to the satisfaction of the conditions precedent described herein, be the date of the Closing of the Initial Public Offering contemplated by Addus HomeCare Corporation (the " IPO "). The Closing Date will be subject to completion of satisfactory legal documentation.
Advance Rates:	The product of the (i) Advance Multiple (up to 2.75) and (ii) Adjusted EBITDA for the most recent period of twelve months for which financial statements have been delivered pursuant to the Reporting Requirements.
Minimum Availability:	On the Closing Date the Borrower will be required to have minimum Excess Availability of \$4,000,000 immediately after the closing of the transaction described herein. " Excess Availability " shall mean, as of any date of determination, the lesser of (i) the Maximum Revolving Loan Limit less the sum of the outstanding Revolving Loans and Letter of Credit Obligations and (ii) the Borrowing Base less the sum of the outstanding Revolving Loans and Letter of Credit Obligations, in each case as of the close of business on such date.
Letter of Credit Sublimit:	The aggregate amount of Stand-by Letter of Credit Obligations outstanding at any time shall not exceed \$15,000,000.

Pricing & Fees:

Stand-by Letters of Credit

Issued Stand-by Letters of Credit will be charged at a rate of 2% per annum payable monthly on the first business day of the month. The Bank's standard issuance, amendment, cable charges in effect at the time of the issuance will also be charged at the time the expense is incurred or at issuance.

Interest Rate:

Direct borrowings under the Facilities shall bear interest floating at either (a) the 30 day London InterBank Offering Rate (LIBOR) plus the Margin defined below (the "**Floating Rate**") or (b) LIBOR rate for any interest period plus the Margin defined below based on the Term period (the "**LIBOR Rate**"). Interest shall be calculated for each day at 1/360th of the applicable per annum rate.

Margin Pricing & Fee Structure	
Term (yrs) 5	
Margin	460
Unused Fee	50

Interest will be computed on the basis of a 360-day year and actual days elapsed, in arrears, and shall fluctuate concurrently with, and in an amount equal to each increase or decrease in the LIBOR rate.

With respect to the LIBOR Rate, Borrower may select LIBOR Rate interest periods up to six months. The Borrower may have in addition to the Floating Rate up to four separate contracts excluding the floating portion with minimum amounts of \$5,000,000 and integral multiples of \$1,000,000 in excess of such amounts.

Interest will be paid monthly or at the end of the relevant Interest Period.

Unused Line Fee

The unused Fee as identified above will be calculated on the average daily-unused portion of the Facility, payable quarterly in arrears.

Closing and Commitment Fees:

Borrower shall pay FTB the following Closing and Commitment Fees:

Commitment Fee - \$125,000
Closing Fee - \$125,000
Total = 1/2 of 1% or \$250,000

The Commitment Fee shall be fully earned and payable to FTB upon issuance of the Commitment Letter; and the Closing Fee shall be fully earned and payable to FTB on the Closing Date.

Other Fees and Expenses:	Borrower shall reimburse the Bank for all out-of-pocket expenses incurred associated with the closing and ongoing maintenance of this transaction.
<u>Covenants & Other Provisions:</u>	
Financial Covenants:	The facility will include the following financial covenants on terms (including, without limitation, related definitions) acceptable to Agent and Borrower: <ul style="list-style-type: none">Minimum Fixed Charge Coverage RatioMinimum Net WorthMaximum Senior Leverage RatioMaximum Capital Expenditures
Other Covenants:	Restrictions on the following: guaranties; indebtedness; liens; mergers, sales, acquisitions, subsidiaries (with exceptions for “permitted acquisitions”, as further provided and as defined in the definitive loan documentation); dividends and distributions; investments and loans; fundamental changes and line of business; equipment; affiliate transactions; and other agreements.
Reporting Requirements:	At a minimum, the Borrowers shall be required to provide the following information to Agent: <ul style="list-style-type: none">• Annual audited consolidated financial statements within one hundred twenty (120) days of fiscal year end by an accounting firm acceptable to Agent.• Monthly company-prepared financial statements within forty-five (45) days of month-end.• Quarterly management report providing a summary of the operations of the business and key operating metrics.• Annual Business Plan including monthly projections submitted no later than the last day of the prior FYE.• Quarterly Compliance Certificate signed by the Chief Financial Officer or Vice President of Finance on behalf of the Companies indicating compliance with all of the financial covenants and calculating the Advance Rates satisfactory to Agent.
Depository Accounts:	Borrowers shall continue to maintain their demand deposit accounts with FTB, subject to customary exceptions. FTB will continue to be the principal deposit and disbursement bank for Borrowers.

Events of Default:

Usual and customary for transactions of this nature, including, but not limited to, failure to pay principal, interest, fees or any other amounts when due, failure to meet any covenant or agreement, inaccurate or false representation or warranties, cross default, change of control, insolvency, bankruptcy, and judgment defaults.

Participations:

FTB retains the right to sell participations in the Facilities pre and post the Closing Date.

Other Terms &

On or before the Closing Date of the secured financing transactions being provided by Agent and the Lenders on the terms set forth in this letter, the following conditions precedent will have to have been satisfied in a manner satisfactory to Agent.

Conditions**Precedent:**

- (a) Leasehold and Similar Agreements. The Agent shall have received landlord, mortgagee, warehouseman, consignment, processing or similar agreements satisfactory to the Agent in its sole discretion exercised in a good faith and commercially reasonable manner with respect to the Credit Parties' principal office;
- (b) Subordinated Loan Documentation. Agent shall have received final executed copies, certified as true and complete, of (i) all Subordinated Debt Documents as in effect on the Closing Date; and (ii) the Subordination Agreements with respect to any Subordinated Debt;
- (c) Pledge Agreements. Agent shall have received Pledge Agreements (i) of Holdings pledging all of the issued and outstanding capital stock of Addus Healthcare, Inc., (ii) of Addus Healthcare, Inc. pledging all of the issued and outstanding capital stock of each of its Subsidiaries, in each case together with all original certificates evidencing such equity interests, and accompanying equity powers;
- (d) Intellectual Property Security Agreements. Agent shall have received a security and pledge agreement with respect to intellectual property Collateral and any related documents with respect to intellectual property Collateral, in form and substance satisfactory to Agent in its sole discretion;
- (e) Closing Document List. Agent shall have received the customary closing documents, such as opinions, officers' certificates, resolutions and organizational documents, set forth on the closing document list) in each case in form and substance satisfactory to Agent (with such number of originals or copies as required by Agent) executed by the Credit Parties and other required Persons, as applicable;

- (f) Other Items.
- (i) Agent shall have received such financial statements, reports, certifications, and other operational information required to be delivered under the definitive loan documentation or otherwise required by Agent, including without limitation an initial Notice of Borrowing calculating the Advance Rates;
- (ii) All of the obligations of Credit Parties to Freeport Financial LLC (the “**Prior Lender**”) as in effect immediately prior to the Closing Date will be performed and paid in full from the proceeds of the initial advances under the initial Loans on the Closing Date and all liens or security interests of any such Prior Lender on any property of any Credit Party in respect thereof will be terminated immediately upon such payment; and
- (iii) Agent shall have received evidence satisfactory to it that the Credit Parties have appropriate insurance coverage and policies in place in form and substance reasonably satisfactory to Agent that are in full force and effect, together with written evidence showing lender’s loss payable or additional insured clauses or endorsements in favor of Agent as required by Agent;
- (g) Material Adverse Effect. Since December 31, 2008, no event shall have occurred which has had or could reasonably be expected to have a material adverse effect on the business, property, assets, operations or financial condition, of the Credit Parties and their subsidiaries, taken as a whole (“**Material Adverse Effect**”);
- (h) Litigation. There exists no pending or threatened civil, equitable or criminal proceeding, litigation, action, suit, claim, investigation (governmental or judicial or otherwise), dispute, indictment or prosecution, pleading, demand or the imposition of any fine or penalty or similar matter against any Credit Party or any of their respective Affiliates or respective assets in any court or administrative forum that (i) is not covered by insurance and (ii) if determined adversely, could reasonably be expected to have a Material Adverse Effect on the Credit Parties and their Subsidiaries taken as a whole;

- (i) Filings, Registrations and Recordings. Subject to the proviso contained in the provisions above set forth opposite the caption "Security" Agent shall have received each document (including any UCC-1 financing statements) required by the definitive loan documentation or under law or reasonably requested by the Agent to be filed, registered or recorded in order to create in favor of the Agent, for its benefit and the benefit of the other Lenders, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than permitted liens to be agreed upon in the definitive loan documentation), which shall be in proper form for filing, registration or recordation;
- (j) Capitalization. There shall have been no material change to (i) the form of Amended and Restated Certificate of Incorporation of Holdings (assuming the same provides for 50,000,000 authorized shares, consisting of 40,000,000 shares of common stock and 10,000,000 shares of preferred stock) or the Amended and Restated By-laws of Holdings attached as exhibits to the Registration Statement on Form S-1 of Holdings on file immediately prior to the date hereof (the "Registration Statement"); (ii) the capitalization table set forth in the Registration Statement (other than any changes that result from a change in the \$12 offering price per share contemplated by the Registration Statement); and (iii) the draft form of Dividend Notes made by Holdings in favor of Eos Capital Partners III, L.P. and Eos Partners SBIC III, L.P. presented to Agent immediately prior to the date hereof in each case without the prior consent of the Agent. In addition, Holdings and the Borrowers shall be in pro forma compliance with the Minimum Net Worth covenant (on the terms set forth in the definitive Loan and Security Agreement) after giving effect to the IPO as of the Closing Date.
- (k) Other Due Diligence. Agent shall have received from the Credit Parties any other information or materials available as reasonably requested by Agent;
- (l) Fees and Expenses. Agent shall have received payment in full of all fees and expenses payable to it by Borrowers in connection herewith, on or before disbursement of the initial Loans under the Facility;

- (m) Excess Availability. Agent shall have determined that immediately after giving effect to (A) the making of the initial Loans, including without limitation the Revolving Loans requested to be made on the Closing Date, (B) the issuance of the initial Letter of Credit, if any, requested to be made on such date, (C) the payment of all fees due upon such date and (D) the payment or reimbursement by Borrowers of Agent for all closing costs and expenses incurred in connection with the transactions contemplated hereby, Borrowers have Excess Availability of not less than Four Million Dollars (\$4,000,000.00); and
- (n) Other Agreements. The Credit Parties shall have executed and delivered to Agent all such other documents; instruments and agreements which Agent determines are reasonably necessary to consummate the transactions contemplated by the definitive loan documentation and the proposed IPO transaction.

Indemnification:

Agent will be indemnified against all losses, liabilities, claims, damages, or expenses relating to the Borrowers' use of loan proceeds or the commitments or environmental problems including but not limited to reasonable attorney's fees and settlement costs.

Agent's Legal Counsel:

Agent anticipates engaging Vedder Price P.C. to represent it in the negotiations and legal documentation of the Facility.

Governing Law:

Subject to the laws of the State of Illinois.

NIXON PEABODYLLP
ATTORNEYS AT LAW

437 Madison Avenue
New York, New York 10022-7001
(212) 940-3000
Fax: (212) 940-3111

Jennifer C. Kurtis
Direct Dial: (212) 940-3779
Direct Fax: (866) 262-5177
E-Mail: jkurtis@nixonpeabody.com

October 19, 2009

BY EDGAR AND HAND DELIVERY

Mr. John Reynolds
Assistant Director
Division of Corporation Finance
Securities and Exchange Commission
100 F Street, N.E.
Washington, D.C. 20549

Re: Addus HomeCare Corporation
Amendment No. 6 to Registration Statement on Form S-1
File No. 333-160634

Dear Mr. Reynolds:

This letter is submitted on behalf of Addus HomeCare Corporation (the "Company") in response to the comments of the staff (the "Staff") of the Division of Corporation Finance of the Securities and Exchange Commission (the "Commission") with respect to Amendment No. 6 to the Company's registration statement on Form S-1 (File No. 333-160634) (the "Registration Statement"), communicated telephonically by Edwin Kim on October 16, 2009. We are filing Amendment No. 7 to the Registration Statement ("Amendment No. 7") in response to such comments, which amends only Part II of the Registration Statement. We have included with this letter two copies of such filing, one of which has been marked to show changes from the cover page and Part II of the Registration Statement as filed on October 14, 2009.

For reference purposes, each of the Staff's comments is summarized below, followed by the Company's response.

1. **Prior to effectiveness, please have a Nasdaq representative call the Staff to confirm that your securities have been approved for listing.**

RESPONSE: On October 19, 2009, Tamara Kondic of Nasdaq spoke with Edwin Kim of the Staff and confirmed that Nasdaq has approved the Company's securities for listing.

2. **Prior to the effectiveness of the company's registration statement, please inform us as to whether the amount of compensation allowable or payable to the underwriters has received clearance by the Financial Industry Regulatory Authority.**

RESPONSE: Prior to effectiveness, the Company will request the staff of the Financial Industry Regulatory Authority to contact the Staff and advise that it does not object to the amount of compensation allowable or payable to the underwriters in connection with the offering.

3. **Please file the commitment letter and term sheet relating to the new credit facility, together with the credit agreement providing for the new credit facility, as exhibits to the Registration Statement or explain why they are not required to be so filed.**

RESPONSE: The commitment letter and the accompanying term sheet relating to the new credit facility have been filed as Exhibit 10.21 to Amendment No. 7. The form of credit agreement providing for the new credit facility is still being negotiated, and thus cannot be filed as an exhibit to the Registration Statement. The credit agreement will be executed on the closing date of the offering, and the Company will file it as an exhibit to a Current Report on Form 8-K or Quarterly Report on Form 10-Q as required thereafter.

* * * * *

Thank you for your assistance regarding this matter. Please contact Lloyd H. Spencer at (202) 585-8303 or the undersigned at (212) 940-3779 with any further comments or questions you may have.

Sincerely,

/s/ JENNIFER C. KURTIS

Jennifer C. Kurtis

cc: Mr. Bill Kearns
Mr. Raj Rajan
Edwin S. Kim, Esq.
Pamela Howell, Esq.
Mr. Mark S. Heaney
Mr. Francis J. Leonard
Mr. Mark L. First
Mr. Simon A. Bachleda
Colin J. Diamond, Esq.
Dominick P. DeChiara, Esq.
Lloyd H. Spencer, Esq.