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

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**FORM 8-K  
CURRENT REPORT**

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

**Date of Report (Date of earliest event reported): April 6, 2007**

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**NATIONAL HEALTHCARE CORPORATION**  
(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-13489**  
(Commission File Number)

**52-2057472**  
(I.R.S. Employer Identification No.)

**100 Vine Street,  
Murfreesboro, Tennessee 37130**  
(Address of principal executive offices)

**Registrant's telephone number, including area code: (615) 890-2020**

**Not Applicable**  
(Former name or former address, if changed since last report)

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**Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:**

- 
- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
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- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
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- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
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- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement.**

**Merger Agreement**

On April 6, 2007, NATIONAL HEALTHCARE CORPORATION ("NHC") entered into Amendment and Waiver No. 1 (the "Amendment") to the Agreement and Plan of Merger by and among DAVIS ACQUISITION SUB LLC, a Delaware limited liability company ("NHC/OP Sub"), NHC/OP, L.P., a Delaware limited partnership and the direct parent of NHC/OP Sub ("NHC/OP"), NHC and NATIONAL HEALTH REALTY INC., a Maryland corporation ("NHR") dated as of December 20, 2006 (the "Merger Agreement"). Pursuant to the Amendment, among other things:

- the termination date of the Merger Agreement has been extended to August 31, 2007;
- the parties agree to use their commercially reasonable efforts to consummate and make effective the merger, and other actions contemplated by the Merger Agreement and Voting Agreement, on June 29, 2007;

The foregoing description of the Amendment and the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is attached hereto as Exhibit 10.1 and to the full text of the Merger Agreement, a copy of which was filed as Exhibit 2.1 to NHC's Current Report on Form 8-K filed on December 22, 2006.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	Amendment and Waiver No.1 to Agreement and Plan of Merger, dated April 6, 2007 by and among DAVIS ACQUISITION SUB LLC, NHC/OP, L.P., NATIONAL HEALTHCARE CORPORATION and NATIONAL HEALTH REALTY, INC.

## SIGNATURES

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

Date: April 11, 2007

NATIONAL HEALTHCARE CORPORATION

By: s/R. Michael Ussery

Name: R. Michael Ussery

Title: Sr. Vice President, Operations

**EXHIBIT INDEX**

Exhibit No.

Description of Exhibit

10.1

Amendment and Waiver No.1 to Agreement and Plan of Merger, dated April 6, 2007 by and among DAVIS ACQUISITION SUB LLC, NHC/OP, L.P., NATIONAL HEALTHCARE CORPORATION and NATIONAL HEALTH REALTY, INC.

## AMENDMENT AND WAIVER NO. 1 TO AGREEMENT AND PLAN OF MERGER

This Amendment and Waiver No. 1 (this "Amendment") to that certain Agreement and Plan of Merger (the "Merger Agreement"), dated as of April 6, 2007, among DAVIS ACQUISITION SUB LLC, a Delaware limited liability company ("NHC/OP Sub"), NHC/OP, L.P., a Delaware limited partnership and the direct parent of NHC/OP Sub ("NHC/OP"), NATIONAL HEALTHCARE CORPORATION, a Delaware corporation and the ultimate parent of NHC/OP, ("Parent"), and NATIONAL HEALTH REALTY, INC., a Maryland corporation (the "Company").

### RECITALS

WHEREAS, NHC/OP Sub, NHC/OP, Parent and Company are parties to the Merger Agreement.

WHEREAS, NHC/OP Sub, NHC/OP, Parent and Company desire to amend the Merger Agreement in the manner set forth below.

WHEREAS, NHC/OP Sub, NHC/OP and Parent desire to waive a breach of a representation in the Merger Agreement.

### AGREEMENTS

In consideration of the foregoing and the mutual covenants and agreements contained herein and in the Merger Agreement, NHC/OP Sub, NHC/OP, Parent and Company agree as follows:

#### I. AMENDMENTS

A. Section 3.01(d)(i) of the Merger Agreement is hereby amended by deleting the words "by unanimous vote of all the directors" in the first sentence thereof and replacing them with the words "by unanimous vote of all the directors present and voting".

B. Section 5.04 of the Merger Agreement is hereby amended by adding the following sentence to the end of such Section:

"Notwithstanding anything in this Agreement to the contrary, the parties agree to use their commercially reasonable efforts to consummate and make effective the Merger, and the other transactions contemplated by this Agreement and the Voting Agreement, on June 29, 2007."

C. Section 7.01 of the Merger Agreement is hereby amended by deleting all references in such Section to "June 30, 2007" and replacing such references with "August 31, 2007".

#### II. WAIVER

A. Each of NHC/OP Sub, NHC/OP and Parent hereby waive the breach at the time of execution of the Merger Agreement of the representation contained in Section 3.01(d)(i) (as in effect prior to the effectiveness of this Amendment) that the board of directors of the Company approved the matters set forth therein by the unanimous vote of all directors.

#### III. MISCELLANEOUS

- A. All remaining provisions of the Merger Agreement remain unchanged and in full force and effect.
- B. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof.
- C. This Amendment may be executed in one or more counterparts (including by facsimile), all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

IN WITNESS WHEREOF, each of the parties hereto have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

**DAVIS ACQUISITION SUB LLC**

By: s/R. Michael Ussery  
Name: R. Michael Ussery  
Title: Vice President

**NHC/OP, L.P.**

By: NHC-Delaware, Inc., Its General Partner  
By: s/R. Michael Ussery  
Name: R. Michael Ussery  
Title: Vice President

**NATIONAL HEALTHCARE CORPORATION**

By: s/R. Michael Ussery  
Name: R. Michael Ussery  
Title: Senior Vice President, Operations

**NATIONAL HEALTH REALTY, INC.**

By: s/Robert G. Adams  
Name: Robert G. Adams  
Title: President