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

FORM 10-Q

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 26, 2010

OR

o **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission file number 1-6961

GANNETT CO., INC.
(Exact name of registrant as specified in its charter)

Delaware	**16-0442930**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
7950 Jones Branch Drive, McLean, Virginia	**22107-0910**
(Address of principal executive offices)	(Zip Code)

Registrant’s telephone number, including area code: (703) 854-6000.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No o

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☑ No o

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):
Large Accelerated Filer ☑ Accelerated Filer o Non-Accelerated Filer o Smaller Reporting Company o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act): Yes o No ☑

The total number of shares of the registrant’s Common Stock, $1.00 par value outstanding as of September 26, 2010 was 238,928,204.

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PART I. FINANCIAL INFORMATION

Items 1 and 2. Financial Statements and Management's Discussion and Analysis of Financial Condition and Results of Operations

MANAGEMENT'S DISCUSSION AND ANALYSIS OF OPERATIONS

Results from Operations

Gannett Co., Inc. (the Company) reported 2010 third quarter earnings per diluted share from continuing operations, on a GAAP (generally accepted accounting principles) basis of $0.42 compared to $0.31 for the third quarter of 2009.

The results for the third quarter of 2010 include $23 million of non-cash charges associated with facility consolidations and intangible asset impairments ($18 million after-tax or $0.08 per share) and $8 million in costs due to workforce restructuring ($5 million after-tax or $0.02 per share). The results for the third quarter of 2009 include $45 million of non-cash charges associated primarily with facility consolidations and asset impairments ($29 million after-tax or $0.12 per share) and $2 million in costs covering workforce restructuring ($1 million after-tax or $0.01 per share).

Excluding the impact of the special items noted above, diluted earnings per share increased 21% from $0.43 per share in the third quarter of 2009 to $0.52 per share in the third quarter of 2010.

As previously reported, the Company completed the sale of The Honolulu Advertiser and its related assets as well as a small directory publishing operation in Michigan during the second quarter of 2010. Results for the third quarter and year-to-date periods exclude operating results from these former properties which have been reclassified to discontinued operations. Revenue associated with these assets totaled $24 million in 2009's third quarter. In the fourth quarter of 2009, revenues from these businesses totaled approximately $30 million.

A consolidated summary of the Company's results from continuing operations is presented below.

In thousands of dollars, except per share amounts

Third Quarter

	2010	2009	Change
Operating revenues	$ 1,312,335	$ 1,312,136	0%
Operating expenses	1,112,047	1,156,435	(4%)
Operating income	$ 200,288	$ 155,701	29%
Non-operating expense	$ (31,600)	$ (34,867)	(9%)
Income from continuing operations attributable to Gannett Co., Inc.	$ 101,409	$ 72,986	39%
Per share — basic	$ 0.43	$ 0.31	39%
Per share — diluted	$ 0.42	$ 0.31	35%

In addition to the results reported in accordance with GAAP, the Company has provided in this report amounts for operating expenses, operating income, non-operating (expense) income, net income attributable to Gannett Co., Inc. and earnings per share excluding certain special items (non GAAP basis) as discussed in the second paragraph above. Management believes results excluding these items better reflect the ongoing performance of the Company and enable management and investors to meaningfully trend, analyze and benchmark the performance of the Company's operations. These measures are also more comparable to financial measures reported by the Company's competitors. These results should not be considered a substitute for amounts calculated and reported in accordance with GAAP.

Adjustments to remove special items from GAAP results
In thousands of dollars, except per share amounts
Third Quarter

	2010	2009	Change
Operating expense (GAAP basis)	$ 1,112,047	$ 1,156,435	(4%)
Remove unfavorable special items:			
Workforce restructuring and related expenses	(8,088)	(2,266)	***
Facility consolidation and asset impairment charges	(23,045)	(39,248)	(41%)
As adjusted (non-GAAP basis)	$ 1,080,914	$ 1,114,921	(3%)

	2010	2009	Change
Operating income (GAAP basis)	$ 200,288	$ 155,701	29%
Remove unfavorable special items:			
Workforce restructuring and related expenses	8,088	2,266	***
Facility consolidation and asset impairment charges	23,045	39,248	(41%)
As adjusted (non-GAAP basis)	$ 231,421	$ 197,215	17%

	2010	2009	Change
Non-operating (expense) income (GAAP basis)	$ (31,600)	$ (34,867)	(9%)
Remove unfavorable special items:			
Impairment of equity method investment	—	5,438	***
As adjusted (non-GAAP basis)	$ (31,600)	$ (29,429)	7%

	2010	2009	Change
Net income attributable to Gannett Co., Inc. (GAAP basis)	$ 101,409	$ 73,752	38%
Remove (favorable) unfavorable special items (net of tax):			
Discontinued operations	—	(766)	***
Workforce restructuring and related expenses	5,088	1,403	***
Facility consolidation and asset impairment charges	18,245	24,418	(25%)
Impairment of equity method investment	—	4,438	***
As adjusted (non-GAAP basis)	$ 124,742	$ 103,245	21%

	2010	2009	Change
Diluted earnings per share (GAAP basis)	$ 0.42	$ 0.31	35%
Remove (favorable) unfavorable special items (net of tax):			
Discontinued operations	—	—	***
Workforce restructuring and related expenses	0.02	0.01	***
Facility consolidation and asset impairment charges	0.08	0.10	(20%)
Impairment of equity method investment	—	0.02	***
As adjusted (non-GAAP basis)	$ 0.52	$ 0.43(1)	21%

(1) Total per share amount does not sum due to rounding.

On an as adjusted basis using the non-GAAP amounts for expenses, operating results were as follows:

	2010	2009	Change
Operating revenues	$ 1,312,335	$ 1,312,136	0%
Operating expenses	1,080,914	1,114,921	(3%)
Operating income	$ 231,421	$ 197,215	17%
Non-operating (expense) income	$ (31,600)	$ (29,429)	7%
Net income attributable to Gannett Co., Inc.	$ 124,742	$ 103,245	21%
Earnings from continuing operations per share — diluted	$ 0.52	$ 0.43	21%

Earnings from continuing operations per diluted share (GAAP basis) rose 73% to $1.63 in the year-to-date period in 2010 from $0.94 in the year-to-date period in 2009.

The year-to-date results for 2010 include the following special items:

- $23 million of non-cash charges associated with facility consolidations and asset impairments ($18 million after-tax or $0.08 per share);
- $8 million in costs due to workforce restructuring ($5 million after-tax or $0.02 per share);
- a $29 million net tax benefit due primarily to the expiration of the statutes of limitations and the release of certain reserves related to the sale of a business in a prior year ($0.12 per share);
- a $2 million tax charge related to recent health care reform legislation and the resultant loss of tax deductibility for certain retiree health care costs covered by Medicare drug subsidies ($0.01 per share)

The year-to-date results for 2009 include the following special items:

- a $40 million settlement gain related to one of the Company's union pension plans ($25 million after tax or $0.11 per share);
- $25 million in costs related to workforce restructuring ($16 million after tax or $0.07 per share);
- $87 million of non-cash charges associated with facility consolidations and asset impairments ($54 million after-tax or $0.23 per share);
- $5 million associated with impairment of an equity method investment ($4 million after tax or $0.02 per share);
- a $28 million non-cash charge for asset write-downs ($24 million after-tax or $0.10 per share);
- a $43 million gain related to the Company's debt exchange ($26 million after tax or $0.11 per share)

Excluding all special items in 2010 and 2009, net income from continuing operations year-to-date attributable to Gannett Co., Inc. increased 45% versus the comparable figure for 2009. Earnings from continuing operations per diluted share excluding special items rose 41% to $1.62 in 2010 versus $1.15 in 2009.

Liquidity Matters

For the first nine months of 2010, the Company's long-term debt was reduced by $642 million, reflecting repayments of borrowings under its revolving credit agreements using cash flow from operations. At the end of the third quarter, the Company's total long term debt was $2.4 billion. The Company's senior leverage ratio was 1.93x as of September 26, 2010, substantially below the senior leverage ratio of 3.5x the Company is required to maintain under its revolving credit agreements and term loan agreement.

On September 27, 2010, subsequent to the close of the third quarter, the Company completed the private placement of unsecured senior notes totaling $500 million in two tranches: $250 million with a coupon of 6.375% due 2015 and $250 million with a coupon of 7.125% due 2018. The 2015 notes were priced at 98.970% of face value, resulting in a yield to maturity of 6.625%. The 2018 notes were priced at 98.527% of face value, resulting in a yield to maturity of 7.375%. The 2015 notes and 2018 notes (together, New Notes) were made available in a private offering that is exempt from the registration requirements of the Securities Act of 1933 (Securities Act). The New Notes are guaranteed on a senior basis by the subsidiaries of the Company that guarantee its revolving credit facilities, its term loan and its notes maturing in 2014 and thereafter. The Company used the net proceeds of the offering to partially repay borrowings outstanding under its revolving credit facilities and term loan. The New Notes and the subsidiary guarantees have not been registered under the Securities Act, or any state securities law and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

On September, 30, 2010, the Company amended its revolving credit agreements and extended the maturity date for the majority of its lenders from March 15, 2012 to September 30, 2014. Total commitments under the amended revolving credit agreements are $1.63 billion through March 15, 2012 and total extended commitments from March 15, 2012 to September 30, 2014 will be $1.14 billion.

Further information regarding liquidity matters can be found in “Liquidity, Capital Resources, Financial Position, and Statements of Cash Flows” beginning on page 10.

Recent Developments

In July 2010, the Company and Yahoo! Inc. entered into a local advertising partnership that brings together Gannett’s strong local media organization brands, sales capabilities, and leading website audiences with Yahoo!’s high quality audience and display advertising leadership. All of Gannett’s 81 local publishing organizations and seven of its Broadcasting Division sites will sell Yahoo! advertising inventory as part of Gannett’s local advertising solutions. As a result, local advertisers will benefit from expanded digital reach and audience targeting capabilities based on geography, user demographics, interests, and more against that expanded audience. In addition, Gannett will be leveraging the targeting and ad ordering capabilities of Yahoo’s platform for local sales, APT from Yahoo!.

Operating Revenues

Operating revenues were $1.3 billion for the third quarter of 2010, unchanged from the third quarter of 2009, and declined 2% to $4.0 billion for the first nine months of 2010 compared to 2009. The Company exited a UK-based commercial printing business in the second quarter of 2009 that generated revenue of $24 million for the prior year-to-date period. On a pro forma basis, which excludes amounts for the exited commercial printing business, operating revenues decreased 1% for the year-to-date period.

The exchange rate also had an unfavorable impact on year-over-year comparisons. Total operating revenues in the third quarter, adjusted for currency, were almost 1% higher than the third quarter last year. Revenue comparisons on a pro forma constant currency basis improved sequentially relative to the second quarter of this year. Also, revenue trend comparisons to 2008 improved in the third quarter relative to the second quarter. A more detailed discussion of revenues by business segment is included in the following sections of this report.

During the second quarter of 2010, the Company completed the sale of The Honolulu Advertiser as well as a small directory publishing operation in Michigan. Revenues totaling $33 million in the year-to-date period of 2010 and revenues totaling $24 million and $74 million in the third quarter and year-to-date periods of 2009, respectively, have been reclassified to discontinued operations. In the fourth quarter of 2009, revenues from these businesses totaled approximately $30 million.

Operating Expenses

Operating expenses declined 4% to $1.1 billion for the third quarter of 2010 and 8% to $3.3 billion for the first nine months, as a result of cost control and efficiency efforts as well as lower newsprint expense. Excluding special items, operating expenses were 3% lower for the quarter and 7% lower year-to-date.

Payroll expenses, excluding workforce restructuring costs, were down 1% for the quarter and 4% for the first nine months, primarily reflecting headcount reductions across the Company completed in 2009, partially offset by substantially lower furlough savings in 2010.

Newsprint expense was 12% lower for the third quarter, reflecting a 5% decline in usage and a 6% decline in usage prices. For the nine month period, newsprint expense was 31% lower as usage prices were 23% lower than last year and consumption was 11% lower.

Publishing Results

Publishing revenues declined 5% to $969 million from $1.0 billion in the third quarter and decreased 6% to $3.0 billion from $3.2 billion year-to-date. In the second quarter of 2009, the Company exited a commercial printing business in the UK, which accounted for $24 million of the total publishing revenue decline on a year-to-date basis. On a pro forma constant currency basis, publishing revenues declined 4% for the quarter and 5% year-to-date. Publishing revenue comparisons for the third quarter on a constant currency basis improved sequentially from the second quarter comparisons. The average exchange rate used to translate UK publishing results from the British pound to U.S. dollars decreased 6% to 1.55 for the third quarter of 2010 from 1.64 last year and for the year-to-date period decreased slightly to 1.53 from 1.54.

Publishing revenues are derived principally from advertising and circulation sales, which accounted for 67% and 27%, respectively, of total publishing revenues for the third quarter and year-to-date period. Advertising revenues include amounts derived from advertising placed with print products as well as publishing related internet Web sites. “All other” publishing revenues are mainly from commercial printing operations. The table below presents the components of publishing revenues.

Publishing revenues, in thousands of dollars

Third Quarter	2010	2009	Change
Advertising	$ 646,720	$ 681,415	(5%)
Circulation	264,627	278,701	(5%)
All other	58,022	57,607	1%
Total	$ 969,369	$ 1,017,723	(5%)

Year-to-Date	2010	2009	Change
Advertising	$ 1,988,227	$ 2,120,474	(6%)
Circulation	813,713	859,891	(5%)
All other	185,911	197,117	(6%)
Total	$ 2,987,851	$ 3,177,482	(6%)

The table below presents the principal categories of advertising revenues for the publishing segment.

Advertising revenues, in thousands of dollars

Third Quarter	2010	2009	Change
Retail	$ 321,527	$ 343,425	(6%)
National	116,874	115,830	1%
Classified	208,319	222,160	(6%)
Total publishing advertising revenue	$ 646,720	$ 681,415	(5%)

Year-to-Date	2010	2009	Change
Retail	$ 997,537	$ 1,074,043	(7%)
National	359,288	367,456	(2%)
Classified	631,402	678,975	(7%)
Total publishing advertising revenue	$ 1,988,227	$ 2,120,474	(6%)

Publishing advertising revenues decreased 5% in the quarter to $647 million from $681 million in the third quarter of 2009 and decreased 6% to $2.0 billion from $2.1 billion on a year-to-date basis. On a constant currency basis, total publishing advertising revenue would have been 4% lower for the third quarter and 6% lower for the year-to-date period. For U.S. publishing, advertising revenue decreased 3% for the third quarter and 5% for the year-to-date period. In the UK, advertising revenues were lower by 13% for the third quarter and 8% for the year-to-date period. On a constant currency basis, advertising revenues in the UK declined 7% for the third quarter and year-to-date period.

Total third quarter advertising comparisons on a constant currency basis were better than both the second quarter year-over-year and two-year comparisons. All categories contributed to the improvement and national was particularly strong as it was approximately 5 percentage points better than the second quarter comparisons.

Retail advertising revenues for the third quarter and year-to-date period declined 6% and 7%, respectively. In the U.S. retail was down 6% for the quarter and 7% for the year-to-date period while in the UK retail revenues declined 5% in local currency for the quarter and 4% on a year-to-date basis.

National advertising revenues increased 1% for the quarter. Domestically, national advertising increased 3% driven by solid growth at U.S. Community Publishing including preprints. Advertising at USA TODAY.com also contributed to the increase with double-digit growth in online national advertising. Print advertising at USA TODAY posted its most favorable year-over-year comparison this year in the third quarter but continues to be impacted by relative weakness in the travel and lodging markets. Several important categories, particularly automotive, were stronger compared to the third quarter last year but other categories including restaurants, pharmaceutical and packaged goods lagged last year. Paid advertising pages at USA TODAY totaled 495 compared with 493 in last year's third quarter. National advertising revenues declined 2% on a year-to-date basis as an increase in revenue at U.S. Community Publishing was offset by lower advertising at USA TODAY.

Classified advertising revenues declined 6% for the third quarter and 7% for the year-to-date period. Automotive revenue was 6% higher for the quarter, while employment and real estate were down 4% and 12%, respectively. Overall, constant currency classified advertising revenue declines lessened in the third quarter led by sequential comparison improvement on both a one and two year basis in the U.S. Automotive drove the improvement and was 7% higher in the third quarter on a constant currency basis.

On a year-to-date basis, automotive was up 2%, while employment and real estate declined 6% and 13%, respectively. The percentage changes in the classified categories for domestic publishing, Newsquest and in total on a constant currency basis are as follows:

Third Quarter	U.S. Publishing	Newsquest (in pounds)	Total Constant Currency
Automotive	10%	(7%)	7%
Employment	9%	(18%)	(2%)
Real Estate	(16%)	4%	(10%)
Legal	(9%)	—	(9%)
Other	(7%)	(8%)	(7%)
Total	(2%)	(8%)	(4%)

Year-to-Date	U.S. Publishing	Newsquest (in pounds)	Total Constant Currency
Automotive	4%	(8%)	2%
Employment	0%	(16%)	(6%)
Real Estate	(19%)	3%	(13%)
Legal	1%	—	1%
Other	(7%)	(10%)	(8%)
Total	(5%)	(9%)	(6%)

The Company's publishing operations, including its U.S. Community Publishing Group, the USA TODAY Group and the Newsquest Group, generate advertising revenues from the operation of Web sites that are associated with their traditional print businesses. These revenues are reflected within the retail, national and classified categories presented and discussed above, and they are separate and distinct from revenue generated by businesses included in the Company's Digital segment. These online/digital advertising revenues increased 12% for the quarter and 10% for the year-to-date period. Online revenue at U.S. Community Publishing grew 10% for the quarter while at Newsquest digital revenues increased 8%, in pounds. Online revenue at USA TODAY.com grew 35% for the quarter.

Circulation revenues declined 5% for the third quarter and first nine months of 2010. Revenue comparisons reflect generally lower circulation volumes. Net paid daily circulation for publishing operations, excluding USA TODAY, declined 6% for the quarter and 7% for the year-to-date period, while Sunday net paid circulation was down 3% for the quarter and 4% year-to-date. The Company continues to focus on improving Sunday home delivery at its larger U.S. Community Publishing properties. For the third quarter of 2010, 24 of the top 31 U.S. Community Publishing properties had surpassed 2009's home delivery Sunday circulation. In the September Publishers Statement submitted to ABC, circulation for USA TODAY for the previous six months decreased 4% from 1,900,116 in 2009 to 1,830,594 in 2010, reflecting reduced circulation sales from lower business and leisure travel.

The decrease in "All other" revenues for the year-to-date period is primarily due to the exit of a UK commercial printing business in the second quarter of 2009.

Publishing operating expenses were down 9% in the quarter to $838 million from $917 million in the third quarter of 2009. Excluding special items, operating expenses were down 6%. The expense decline reflects continued efforts to create efficiencies and consolidate operations as well as lower newsprint expense.

Year-to-date publishing operating expenses declined 12% to $2.5 billion compared to $2.8 billion a year ago. Excluding special items, year-to-date operating expenses declined 10%.

Newsprint expense declined 12% in the third quarter, reflecting a 5% decline in consumption and a 6% decline in usage prices. Year-to-date newsprint expense declined 31% on an 11% decline in consumption and a 23% decline in usage price. The Company expects fourth quarter newsprint usage prices will be higher than a year ago but consumption is expected to be lower.

Publishing segment operating income was $131 million in the quarter, an increase of 29% compared to $101 million last year. Excluding special items, operating income increased 4%. The increase reflects lower operating expenses partially offset by moderating declines in operating revenues.

Year-to-date publishing operating income was $476 million, compared to $328 million last year. Excluding special items, operating income increased by 24%, again reflecting significantly lower operating expense, partially offset by moderating declines in operating revenue and reduced furlough savings.

Digital Results

The Digital segment includes results for CareerBuilder, PointRoll, ShopLocal, Planet Discover, Schedule Star and Ripple6.

Digital segment operating revenues were $158 million in the third quarter compared to $143 million in 2009, an increase of $15 million or 10%. Year-to-date operating revenues were $452 million compared to $428 million in 2009, an increase of $24 million or 6%. The third quarter increase reflects high-single digit revenue growth at CareerBuilder as well as double digit revenue growth at PointRoll.

Digital operating expenses were $142 million in the third quarter compared to $118 million in 2009. Operating expenses in the third quarter of 2010 included $13 million of special non-cash charges associated with intangible asset impairments. Excluding special items, digital operating expenses were $129 million in the third quarter of 2010, an increase of 9% over 2009. Year-to-date operating expenses were $406 million compared to $387 million in 2009. Excluding special items, digital operating expenses were $393 million, an increase of 2% over 2009. As a result, segment operating income excluding special items increased 16% to $29 million for the third quarter of 2010 and increased 42% to $60 million on a year-to-date basis.

Third quarter 2010 company-wide digital revenues, which include Digital segment revenues and all digital revenues generated and reported by the other business segments, were $256 million, 10% higher in the third quarter compared to the third quarter in 2009 and were over 19% of total operating revenues. On a year-to-date basis digital revenues were $739 million or 7% higher than last year.

Broadcasting Results

Broadcasting includes results from the Company's 23 television stations and Captivate. Reported broadcasting revenues were $185 million in the third quarter, a 22% increase compared to $151 million in 2009, reflecting strong core advertising improvement and substantially higher political spending. Year-to-date revenues were $537 million, a 20% increase compared to $448 million in 2009.

Television revenues were 24% higher for the third quarter reflecting a significant increase in core advertising across almost all categories, particularly auto, and a $16 million increase in election and issue related spending. Television revenues were 20% higher for the year-to-date period. Political ad spending totaled $36 million year-to-date and is in line with the presidential election year spending in 2008 and ahead of spending in the last non-presidential election year of 2006. Based on current trends, the Company expects the percentage increase in television advertising revenues to be in the mid to high twenties for the fourth quarter of 2010 compared to the fourth quarter of 2009. However, the pace of political spending in the fourth quarter may be volatile depending on state-by-state election developments.

Broadcasting operating expenses for the third quarter totaled $119 million, up 9% from the third quarter 2009 reflecting higher ad sales costs. Year-to-date operating expenses increased 4%.

Reported operating income for the third quarter totaled $67 million, up $24 million, or 55%, on a revenue increase of $34 million. Year-to-date operating income was $213 million, up $76 million, or 55%, on a revenue increase of $89 million. Excluding workforce restructuring and facility consolidation and asset impairment charges, operating income would have increased 49% for the quarter and 51% for the year-to-date period, respectively.

Corporate Expense

Corporate expense in the third quarter of 2010 decreased 2% to $12.9 million from $13.2 million in the third quarter of 2009. Year-to-date corporate expense increased $4 million from a year ago due primarily to increased stock compensation expense, reflecting a substantially higher company stock price used in 2010 for the calculation of stock-based award values. Excluding stock compensation, corporate expenses on a year-to-date basis would have been 4% lower.

Non-Operating Income and Expense

Equity Earnings

The $7 million increase in equity income in unconsolidated investees for the quarter results from a $5 million non-cash impairment of an investment in the third quarter last year. Excluding this special item, equity income would have increased $2 million, reflecting better results at certain newspaper partnerships. On a year-to-date basis, equity income (loss) was $15 million and ($0.2) million in 2010 and 2009, respectively. Excluding the special item, equity income on a year-to-date basis would have increased $10 million, reflecting better results for certain digital investments, particularly Classified Ventures, and certain newspaper partnerships.

Interest Expense

The Company's interest expense for the third quarter was $41 million and $127 million year-to-date, up 8% and down 3%, respectively. Total average outstanding debt for the third quarter was $2.6 billion in 2010 and $3.5 billion in 2009. For the year-to-date periods of 2010 and 2009, total average outstanding debt was $2.8 billion and $3.8 billion, respectively. The weighted average interest rate for total outstanding debt was 5.94% for the third quarter of 2010 compared to 4.05% last year and 5.65% year-to-date compared to 4.30% last year. Debt was reduced by $210 million during the quarter and $642 million year-to-date.

At the end of the third quarter of 2010, the Company had approximately $1.0 billion in long-term floating rate obligations outstanding. A $\frac{1}{2}$% increase or decrease in the average interest rate for these obligations would result in an increase or decrease in annualized interest expense of $5 million. As discussed in "Liquidity Matters "above, the Company completed the private placement of unsecured senior notes totaling $500 million on September 27, 2010. The proceeds from this private placement were used to repay certain variable rate obligations.

Other Non-Operating Items

On a year-to-date basis, other non-operating items declined $24 million, primarily due to the net impact in 2009 of a $43 million pre-tax gain related to a debt exchange and a $28 million pre-tax charge for asset write-downs. Excluding these special items, non-operating items would have declined $9 million reflecting losses in 2010 associated with certain financial investments.

Provision for Income Taxes

The Company's effective income tax rate for continuing operations was 35.2% for the third quarter and 28.8% for the first nine months of 2010, compared to 33.3% and 34.4% for the comparable periods of 2009. The Company's effective tax rate was affected by the following special items:

	Thirteen Weeks Ended		Thirty-nine Weeks Ended	
(Dollars in thousands)	Sept. 26, 2010	Sept. 27, 2009	Sept. 26, 2010	Sept. 27, 2009
Provision for income taxes as reported (GAAP basis)	$ 55,000	$ 36,407	$ 159,213	$ 116,035
Change in tax status of Medicare subsidy	—	—	(2,200)	—
Prior year tax reserve adjustments, net	—	—	28,700	—
Workforce restructuring and related expenses	3,000	863	3,000	9,211
Facility consolidation and asset impairment charges	4,800	14,830	4,800	32,588
Pension gain	—	—	—	(15,100)
Impairment of equity method investment	—	1,000	—	1,000
Debt exchange gain	—	—	—	(16,671)
Impairment of publishing assets sold	—	—	—	3,880
Provision for income taxes (non-GAAP basis)	$ 62,800	$ 53,100	$ 193,513	$ 130,943
Effective tax rate (non-GAAP basis)	33.5%	34.0%	33.2%	32.7%

Income from Continuing Operations Attributable to Gannett Co., Inc.

Income from continuing operations attributable to Gannett Co., Inc. was $101 million or $0.42 per diluted share for the third quarter of 2010, an increase of $28 million or 39%. For the year-to-date period of 2010 income from continuing operations attributable to Gannett Co., Inc. was $393 million or $1.63 per diluted share, an increase of $172 million or 77%. Excluding special items, income attributable to Gannett would have increased $21 million or 21% for the quarter and $121 million or 45% for the year-to-date period.

Refer to the discussion on page 2 of this report for details of the impact of special items affecting reported earnings per share.

The weighted average number of diluted shares outstanding for the third quarter of 2010 totaled 241,865,000 compared to 238,815,000 for the third quarter of 2009. For the first nine months of 2010 and 2009, the weighted average number of diluted shares outstanding totaled 241,324,000 and 234,837,000, respectively. There were no shares repurchased in 2009 or the first three quarters of 2010. See Part II, Item 2 for information on share repurchases.

Discontinued Operations

Earnings from discontinued operations represent the combined operating results (net of income taxes) of The Honolulu Advertiser and a small directory publishing operation in Michigan. The revenues and expenses, along with associated income taxes, from each of these properties have been removed from continuing operations and reclassified into a single line item amount on the Condensed Consolidated Statements of Income titled "(Loss) income from the operation of discontinued operations, net of tax" for each period presented. The Company also reported earnings of $21 million or $0.09 per diluted share for the gain on the disposition of these properties in the second quarter of 2010.

Certain Matters Affecting Future Operating Results

The Company's revenues for the remainder of 2010 will be influenced by generally soft economic conditions in the U.S. and UK which may continue to dampen ad revenue demand for publishing. Broadcast revenues are expected to increase for the balance of the year due to demand for both core and political ad spending. Operating expenses are expected to continue to decline for the remainder of 2010 at a rate expected to be approximately the same as that experienced during the third quarter of this year, reflecting continued savings from consolidation efforts. The Company expects that newsprint usage prices will be higher in the fourth quarter than a year ago but consumption will be lower.

Absent incremental borrowings for acquisitions or other purposes, the Company expects interest expense will increase slightly as lower debt balances will be partially offset by higher interest rates from new bond financings.

Liquidity, Capital Resources, Financial Position, and Statements of Cash Flows

On September 27, 2010, subsequent to the close of the third quarter, the Company completed the private placement of unsecured senior notes totaling $500 million in two tranches: $250 million with a coupon of 6.375% due 2015 and $250 million with a coupon of 7.125% due 2018. The 2015 notes were priced at 98.970% of face value, resulting in a yield to maturity of 6.625%. The 2018 notes were priced at 98.527% of face value, resulting in a yield to maturity of 7.375%. The 2015 notes and 2018 notes (together, New Notes) were made available in a private offering that is exempt from the registration requirements of the Securities Act. The New Notes are guaranteed on a senior basis by the subsidiaries of the Company that guarantee its revolving credit facilities, its term loan and its notes maturing in 2014 and thereafter. The Company used the net proceeds of the offering to partially repay borrowings outstanding under its revolving credit facilities and term loan. The New Notes and the subsidiary guarantees have not been registered under the Securities Act, or any state securities law and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

On September, 30, 2010, the Company amended its revolving credit agreements and extended the maturity date for the majority of its lenders from March 15, 2012 to September 30, 2014. Total commitments under the amended revolving credit agreements are $1.63 billion through March 15, 2012 and total extended commitments from March 15, 2012 to September 30, 2014 will be $1.14 billion.

The Company’s three revolving credit agreements and term loan agreement require that the Company maintain a senior leverage ratio of less than 3.5x. The agreements also require the Company to maintain a total leverage ratio of less than 4.0x. The total leverage ratio would also include any subordinated debt the Company may issue in the future. These requirements were not changed by the recent amendments. Currently, all of the Company’s debt is senior and unsecured. At September 26, 2010, the senior leverage ratio was 1.93x.

The Company’s cash flow from operating activities was $684 million for the first nine months of 2010, compared to $618 million for the first nine months of 2009, reflecting earnings growth in all three operating segments. Year-to-date cash flow from operating activities in 2010 reflects $30 million of voluntary pension contributions to the Gannett Retirement Plan.

Cash flows provided by investing activities totaled $65 million for the nine months of 2010, reflecting $37 million of capital spending, $15 million of payments for certain digital business acquisitions, and $5 million for investments. These cash outflows were offset by $106 million of proceeds from the sale of assets which includes proceeds from the sales of The Honolulu Advertiser and a small directory publishing operation in Michigan as well as proceeds of $28 million received in connection with the sale of auction rate securities held by CareerBuilder. The Company also received $16 million of proceeds from investments.

Cash flows used for financing activities totaled $675 million for the first nine months of 2010 reflecting net debt payments of $647 million and payment of dividends totaling $29 million. The Company’s quarterly dividend of $0.04 per share, which was declared in the third quarter of 2010, totaled $9.6 million and was paid in October 2010. Cash flows used for financing activities totaled $571 million for the first nine months of 2009.

The long-term debt of the Company is summarized below:

In thousands of dollars	**Sept. 26, 2010**	**Dec. 27, 2009**
Unsecured notes bearing fixed rate interest at 5.75% due June 2011	$ 433,059	$ 432,648
Unsecured floating rate term loan due July 2011	230,000(1)	230,000
Borrowings under revolving credit agreements expiring March 2012	734,000(1)	1,381,000
Unsecured notes bearing fixed rate interest at 6.375% due April 2012	306,363	306,260
Unsecured notes bearing fixed rate interest at 8.75% due November 2014	246,763	246,304
Unsecured notes bearing fixed rate interest at 10% due June 2015	57,661	56,684
Unsecured notes bearing fixed rate interest at 10% due April 2016	165,037	162,531
Unsecured notes bearing fixed rate interest at 9.375% due November 2017	246,750	246,524
Total long-term debt	$ 2,419,633	$ 3,061,951

(1) On Sept. 27, 2010, subsequent to the close of the third quarter, the Company completed the private placement of unsecured senior notes totaling $500 million. Net proceeds from this were used to reduce borrowings under the term loan by $48 million and the revolving credit agreements by $435 million. On Sept. 30, 2010, the revolving credit agreements were amended to extend their expiration dates to Sept. 30, 2014 for the majority of its lenders.

On October 26, 2010, the Board of Directors declared a dividend of $0.04 per share, payable on January 3, 2011, to shareholders of record as of the close of business on December 10, 2010.

The fair value of the Company's total long-term debt, determined based on quoted market prices for the individual tranches of debt, totaled $2.5 billion at September 26, 2010.

On July 25, 2006, the Board of Directors authorized the repurchase of an additional $1 billion of the Company's common stock. The shares may be repurchased at management's discretion, either in the open market or in privately negotiated block transactions. While there is no expiration date for the repurchase program, the Board of Directors reviews the authorization of the program annually. Management's decision to repurchase shares will depend on price, availability and other corporate developments. Purchases will occur from time to time and no maximum purchase price has been set. As of September 26, 2010, the Company had remaining authority to repurchase up to $808.9 million of the Company's common stock. At this time, the Company does not anticipate repurchasing shares of its common stock. For more information on the share repurchase program, refer to Item 2 of Part II of this Form 10-Q.

The Company's foreign currency translation adjustment, included in accumulated other comprehensive loss and reported as part of shareholders' equity, totaled $408 million at the end of the third quarter 2010 versus $416 million at the end of 2009. This change reflects a 1% decrease in the exchange rate for the British pound. Newsquest's assets and liabilities at September 26, 2010 and December 27, 2009 were translated from the British pound to U.S. dollars at an exchange rate of 1.58 and 1.60, respectively. For the third quarter, Newsquest's financial results were translated from the British pound to U.S. dollars at an average rate of 1.55 for 2010 compared to 1.64 for 2009. Year-to-date results were translated at an average rate of 1.53 in 2010 compared to 1.54 for 2009.

The Company is exposed to foreign exchange rate risk primarily due to its operations in the United Kingdom, for which the British pound is the functional currency. If the price of the British pound against the U.S. dollar had been 10% more or less than the actual price, operating income for the third quarter and year-to-date period of 2010 would have increased or decreased approximately 1%.

Looking ahead, the Company expects to fund capital expenditures, interest, dividends and other operating requirements through cash flows from operations. The Company expects to fund debt maturities, acquisitions and investments through a combination of cash flows from operations, funds raised in the capital or credit markets, or through borrowing capacity under its credit facilities. The Company's financial and operating performance and its ability to generate sufficient cash flow for these purposes and to maintain compliance with credit facility covenants are subject to certain risk factors as noted in the following section of this report.

Certain Factors Affecting Forward-Looking Statements

Certain statements in this Quarterly Report on Form 10-Q contain forward-looking information. The words "expect," "intend," "believe," "anticipate," "likely," "will" and similar expressions generally identify forward-looking statements. These forward-looking statements are subject to certain risks and uncertainties that could cause actual results and events to differ materially from those anticipated in the forward-looking statements. The Company is not responsible for updating or revising any forward-looking statements, whether the result of new information, future events or otherwise, except as required by law.

Potential risks and uncertainties which could adversely affect the Company's results include, without limitation, the following factors: (a) increased consolidation among major retailers or other events which may adversely affect business operations of major customers and depress the level of local and national advertising; (b) a continuance of the economic recessionary conditions in the U.S. and the UK or a further economic downturn leading to a continuing or accelerated decrease in circulation or local, national or classified advertising; (c) a decline in general newspaper readership and/or advertiser patterns as a result of competitive alternative media or other factors; (d) an increase in newsprint or syndication programming costs over the levels anticipated; (e) labor disputes which may cause revenue declines or increased labor costs; (f) acquisitions of new businesses or dispositions of existing businesses; (g) a decline in viewership of major networks and local news programming; (h) rapid technological changes and frequent new product introductions prevalent in electronic publishing; (i) an increase in interest rates; (j) a weakening in the British pound to U.S. dollar exchange rate; (k) volatility in financial and credit markets which could affect the value of retirement plan assets and the Company's ability to raise funds through debt or equity issuances; (1) changes in the regulatory environment; (m) an other than temporary decline in operating results and enterprise value that could lead to non-cash goodwill, or other intangible asset or property, plant and equipment impairment charges; (n) credit rating downgrades, which could affect the availability and cost of future financing; and (o) general economic, political and business conditions.

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CONDENSED CONSOLIDATED BALANCE SHEETS
Gannett Co., Inc. and Subsidiaries
In thousands of dollars (except per share amounts)

	Sept. 26, 2010 (Unaudited)	Dec. 27, 2009
ASSETS		
Current assets		
Cash and cash equivalents	$ 172,432	$ 98,795
Trade receivables, less allowance for doubtful receivables (2010 — $46,508; 2009 — $46,255)	642,366	759,934
Other receivables	32,914	20,557
Inventories	70,063	63,752
Deferred income taxes	16,950	19,577
Prepaid expenses and other current assets	106,060	86,427
Assets held for sale	19,654	—
Total current assets	1,060,439	1,049,042
Property, plant and equipment		
Cost	4,244,473	4,428,859
Less accumulated depreciation	(2,453,209)	(2,457,041)
Net property, plant and equipment	1,791,264	1,971,818
Intangible and other assets		
Goodwill	2,842,250	2,854,247
Indefinite-lived and amortizable intangible assets, less accumulated amortization	544,957	565,610
Deferred income taxes	234,530	302,360
Investments and other assets	391,869	405,355
Total intangible and other assets	4,013,606	4,127,572
Total assets	$ 6,865,309	$ 7,148,432

The accompanying notes are an integral part of these condensed consolidated financial statements.

CONDENSED CONSOLIDATED BALANCE SHEETS
Gannett Co., Inc. and Subsidiaries
In thousands of dollars (except per share amounts)

	Sept. 26, 2010 (Unaudited)	Dec. 27, 2009
LIABILITIES AND EQUITY		
Current liabilities		
Accounts payable and current portion of film contracts payable	$ 228,639	$ 252,585
Compensation, interest and other accruals	405,963	370,174
Dividends payable	9,766	9,703
Income taxes	27,038	45,085
Deferred income	230,772	222,556
Total current liabilities	902,178	900,103
Income taxes	162,967	206,115
Long-term debt	2,419,633	3,061,951
Postretirement medical and life insurance liabilities	169,120	185,433
Pension liabilities	700,777	708,133
Other long-term liabilities	241,980	260,918
Total liabilities	4,596,655	5,322,653
Redeemable noncontrolling interest	82,659	78,304
Commitments and contingent liabilities (See Note 14)		
Equity		
Gannett Co., Inc. shareholders' equity		
Preferred stock of $1 par value per share Authorized: 2,000,000 shares; Issued: none	—	—
Common stock of $1 par value per share Authorized: 800,000,000 shares; Issued: 324,418,632 shares	324,419	324,419
Additional paid-in capital	626,876	629,714
Retained earnings	6,710,062	6,324,586
Accumulated other comprehensive loss	(323,008)	(316,832)
	7,338,349	6,961,887
Less treasury stock, 85,490,428 shares and 87,261,969 shares, respectively, at cost	(5,314,749)	(5,357,962)
Total Gannett Co., Inc. shareholders' equity	2,023,600	1,603,925
Noncontrolling interests	162,395	143,550
Total equity	2,185,995	1,747,475
Total liabilities, redeemable noncontrolling interest and equity	$ 6,865,309	$ 7,148,432

The accompanying notes are an integral part of these condensed consolidated financial statements.

CONDENSED CONSOLIDATED STATEMENTS OF INCOME
Gannett Co., Inc. and Subsidiaries
Unaudited, in thousands of dollars (except per share amounts)

	Thirteen Weeks Ended		
	September 26, 2010	September 27, 2009	% Inc (Dec)
Net Operating Revenues:			
Publishing advertising	$ 646,720	$ 681,415	(5.1)
Publishing circulation	264,627	278,701	(5.0)
Digital	157,669	142,955	10.3
Broadcasting	185,297	151,458	22.3
All other	58,022	57,607	0.7
Total	1,312,335	1,312,136	0.0
Operating Expenses:			
Cost of sales and operating expenses, exclusive of depreciation	747,416	779,250	(4.1)
Selling, general and administrative expenses, exclusive of depreciation	289,443	279,177	3.7
Depreciation	44,479	50,382	(11.7)
Amortization of intangible assets	7,664	8,378	(8.5)
Facility consolidation and asset impairment charges	23,045	39,248	(41.3)
Total	1,112,047	1,156,435	(3.8)
Operating income	200,288	155,701	28.6
Non-operating (expense) income:			
Equity income (loss) in unconsolidated investees, net	7,041	(373)	***
Interest expense	(41,015)	(38,064)	7.8
Other non-operating items	2,374	3,570	(33.5)
Total	(31,600)	(34,867)	(9.4)
Income before income taxes	168,688	120,834	39.6
Provision for income taxes	55,000	36,407	51.1
Income from continuing operations	113,688	84,427	34.7
Income from the operation of discontinued operations, net of tax	—	766	***
Net income	113,688	85,193	33.4
Net income attributable to noncontrolling interests	(12,279)	(11,441)	7.3
Net income attributable to Gannett Co., Inc.	$ 101,409	$ 73,752	37.5
Income from continuing operations attributable to Gannett Co., Inc.	$ 101,409	$ 72,986	38.9
Income from the operation of discontinued operations, net of tax	—	766	***
Net income attributable to Gannett Co., Inc.	$ 101,409	$ 73,752	37.5
Earnings from continuing operations per share — basic	$ 0.43	$ 0.31	38.7
Earnings from discontinued operations			
Discontinued operations per share — basic	—	—	***
Net income per share — basic	$ 0.43	$ 0.31	38.7
Earnings from continuing operations per share — diluted	$ 0.42	$ 0.31	35.5
Earnings from discontinued operations			
Discontinued operations per share — diluted	—	—	***
Net income per share — diluted	$ 0.42	$ 0.31	35.5
Dividends per share	$ 0.04	$ 0.04	—

The accompanying notes are an integral part of these condensed consolidated financial statements.

CONDENSED CONSOLIDATED STATEMENTS OF INCOME
Gannett Co., Inc. and Subsidiaries
Unaudited, in thousands of dollars (except per share amounts)

	Thirty-nine Weeks Ended September 26, 2010	Thirty-nine Weeks Ended September 27, 2009	% Inc (Dec)
Net Operating Revenues:			
Publishing advertising	$ 1,988,227	$ 2,120,474	(6.2)
Publishing circulation	813,713	859,891	(5.4)
Digital	452,411	428,469	5.6
Broadcasting	536,801	447,914	19.8
All other	185,911	197,117	(5.7)
Total	3,977,063	4,053,865	(1.9)
Operating Expenses:			
Cost of sales and operating expenses, exclusive of depreciation	2,225,014	2,446,662	(9.1)
Selling, general and administrative expenses, exclusive of depreciation	877,267	871,244	0.7
Depreciation	138,104	158,736	(13.0)
Amortization of intangible assets	23,706	24,775	(4.3)
Facility consolidation and asset impairment charges	23,045	86,639	(73.4)
Total	3,287,136	3,588,056	(8.4)
Operating income	689,927	465,809	48.1
Non-operating (expense) income:			
Equity income (loss) in unconsolidated investees, net	15,077	(223)	***
Interest expense	(126,678)	(130,946)	(3.3)
Other non-operating items	(1,083)	22,609	***
Total	(112,684)	(108,560)	3.8
Income before income taxes	577,243	357,249	61.6
Provision for income taxes	159,213	116,035	37.2
Income from continuing operations	418,030	241,214	73.3
(Loss) income from the operation of discontinued operations, net of tax	(322)	35	***
Gain on disposal of publishing businesses, net of tax	21,195	—	***
Net income	438,903	241,249	81.9
Net income attributable to noncontrolling interests	(24,837)	(19,581)	26.8
Net income attributable to Gannett Co., Inc.	$ 414,066	$ 221,668	86.8
Income from continuing operations attributable to Gannett Co., Inc.	$ 393,193	$ 221,633	77.4
(Loss) income from the operation of discontinued operations, net of tax	(322)	35	***
Gain on disposal of publishing businesses, net of tax	21,195	—	***
Net income attributable to Gannett Co., Inc.	$ 414,066	$ 221,668	86.8
Earnings from continuing operations per share — basic	$ 1.65	$ 0.95	73.7
Earnings from discontinued operations			
Discontinued operations per share — basic	—	—	***
Gain on disposal of publishing businesses per share — basic	0.09	—	***
Net income per share — basic	$ 1.74	$ 0.95	83.2
Earnings from continuing operations per share — diluted	$ 1.63	$ 0.94	73.4
Earnings from discontinued operations			
Discontinued operations per share — diluted	—	—	***
Gain on disposal of publishing businesses per share — diluted	0.09	—	***
Earnings per share — diluted	$ 1.72	$ 0.94	83.0
Dividends per share	$ 0.12	$ 0.12	—

The accompanying notes are an integral part of these condensed consolidated financial statements.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
Gannett Co., Inc. and Subsidiaries
Unaudited, in thousands of dollars

	Thirty-nine Weeks Ended September 26, 2010	Thirty-nine Weeks Ended September 27, 2009
Cash flows from operating activities:		
Net income	$ 438,903	$ 241,249
Adjustments to reconcile net income to operating cash flows:		
Debt exchange gain	—	(42,746)
Gain on sale of discontinued operations, net of tax	(21,195)	—
Depreciation and amortization	162,618	185,210
Facility consolidation and asset impairment charges	23,045	114,674
Pension expense, net of pension contributions	(10,114)	(14,289)
Equity income in unconsolidated investees, net	(15,077)	223
Stock-based compensation — equity awards	21,528	15,867
Change in other assets and liabilities, net	83,975	117,646
Net cash flow from operating activities	683,683	617,834
Cash flows from investing activities:		
Purchase of property, plant and equipment	(36,873)	(45,752)
Payments for acquisitions, net of cash acquired	(15,164)	(6,698)
Payments for investments	(5,316)	(8,274)
Proceeds from investments	16,387	15,404
Proceeds from sale of assets	105,551	22,156
Net cash provided by (used for) investing activities	64,585	(23,164)
Cash flows from financing activities:		
(Payments of) proceeds from borrowings under revolving credit agreements	(647,000)	169,000
Payments of unsecured floating rate notes	—	(630,501)
Dividends paid	(28,561)	(109,886)
Proceeds from issuance of common stock upon exercise of stock options	1,004	—
Net cash used for financing activities	(674,557)	(571,387)
Effect of currency exchange rate change	(74)	1,537
Net increase in cash and cash equivalents	73,637	24,820
Balance of cash and cash equivalents at beginning of period	98,795	98,949
Balance of cash and cash equivalents at end of period	$ 172,432	$ 123,769

The accompanying notes are an integral part of these condensed consolidated financial statements.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

September 26, 2010

NOTE 1 — Basis of presentation

The accompanying unaudited Condensed Consolidated Financial Statements of Gannett Co., Inc. (the Company) have been prepared in accordance with the instructions for Form 10-Q and, therefore, do not include all information and footnotes, which are normally included in the Form 10-K and annual report to shareholders. The financial statements covering the thirteen week and year-to-date periods ended September 26, 2010, and the comparable periods of 2009, reflect all adjustments which, in the opinion of the Company, are necessary for a fair statement of results for the interim periods and reflect all normal and recurring adjustments which are necessary for a fair presentation of the Company's financial position, results of operations and cash flows as of the dates and for the periods presented.

During the thirteen week period ended June 27, 2010, the company completed the sale of The Honolulu Advertiser as well as a small directory publishing operation in Michigan. Income from continuing operations for the third quarter and year-to-date periods exclude the disposition gains and operating results from these former properties which have been reclassified to discontinued operations. Amounts applicable to discontinued operations, which have been reclassified in the Statements of Income for the thirteen week and thirty-nine periods ended September 27, 2009 and thirty-nine week period ended September 26, 2010, are as follows:

(in thousands of dollars)	Thirteen Weeks Ended September 27, 2009
Revenues	$ 24,447
Pretax income	$ 1,259
Net income	$ 766

(in thousands of dollars)	Thirty-nine Weeks Ended September 26, 2010	Thirty-nine Weeks Ended September 27, 2009
Revenues	$ 32,710	$ 73,789
Pretax (loss)/Income	$ (758)	$ 100
Net (loss)/Income	$ (322)	$ 35
Gains (after tax)	$ 21,195	$ —

NOTE 2 — Facility consolidation and asset impairment charges

Difficult business conditions required the Company to perform impairment tests on certain assets including goodwill, other intangible assets, other long lived assets, investments accounted for under the equity method and property, plant and equipment during 2010 and 2009. As a result, the Company recorded non-cash impairment charges to reduce the book value of certain of those assets. In addition, an impairment charge was taken to reduce the value of certain publishing assets sold in 2009 to fair value less costs to sell.

A summary of these charges is presented below:

(in millions, except per share amounts)	Pre Tax Amount (a) Thirteen Weeks Ended Sept. 26, 2010	Pre Tax Amount (a) Thirteen Weeks Ended Sept. 27, 2009	After Tax Amount (a) Thirteen Weeks Ended Sept. 26, 2010	After Tax Amount (a) Thirteen Weeks Ended Sept. 27, 2009	Per Diluted Share Amount (a) Thirteen Weeks Ended Sept. 26, 2010	Per Diluted Share Amount (a) Thirteen Weeks Ended Sept. 27, 2009
Goodwill:						
Digital	$ 11	$ —	$ 11	$ —	$ 0.04	$ —
Other intangible assets:						
Digital	2	—	1	—	—	—
Property, plant and equipment:						
Publishing	2	31	1	20	—	0.08
Broadcasting	4	3	3	2	0.01	0.01
Total property, plant and equipment	6	35	3	22	0.01	0.09
Other:						
Publishing	1	1	—	—	—	—
Broadcasting	4	4	3	2	0.01	0.01
Total other	5	4	3	3	0.01	0.01
Total facility consolidation and asset impairment charges	23	39	18	24	0.08	0.10
Equity method investment	—	5	—	4	—	0.02
Total charges	$ 23	$ 45	$ 18	$ 29	$ 0.08	$ 0.12

(a) Total amounts may not sum due to rounding.

(in millions, except per share amounts)	Pre Tax Amount (a) Thirty-nine Weeks Ended Sept. 26, 2010	Pre Tax Amount (a) Thirty-nine Weeks Ended Sept. 27, 2009	After Tax Amount (a) Thirty-nine Weeks Ended Sept. 26, 2010	After Tax Amount (a) Thirty-nine Weeks Ended Sept. 27, 2009	Per Diluted Share Amount (a) Thirty-nine Weeks Ended Sept. 26, 2010	Per Diluted Share Amount (a) Thirty-nine Weeks Ended Sept. 27, 2009
Goodwill:						
Digital	$ 11	$ —	$ 11	$ —	$ 0.04	$ —
Publishing	—	17	—	10	—	0.04
Other intangible assets:						
Digital	2	—	1	—	—	—
Property, plant and equipment:						
Publishing	2	56	1	35	—	0.15
Broadcasting	4	3	3	2	0.01	0.01
Total property, plant and equipment	6	59	3	37	0.01	0.16
Other:						
Publishing	1	5	—	3	—	0.01
Broadcasting	4	5	3	3	0.01	0.01
Total other	5	10	3	6	0.01	0.03
Total facility consolidation and asset impairment charges	23	87	18	54	0.08	0.23
Impairment of publishing assets held for sale	—	28	—	24	—	0.10
Equity method investment	—	5	—	4	—	0.02
Total charges	$ 23	$ 120	$ 18	$ 83	$ 0.08	$ 0.35

(a) Total amounts may not sum due to rounding.

2010

The goodwill impairment charge results from the application of the impairment testing provisions included within the goodwill subtopic of Accounting Standards Codification (ASC) Topic 350. Because revenue results from the underlying business have softened from what was expected at the time the asset was last valued, testing for a certain digital reporting unit was updated during the third quarter of 2010 and an impairment was indicated. The fair value of the reporting unit was determined based on a discounted cash flow technique. The implied value of goodwill for this reporting unit was less than the carrying amount by $11 million and therefore an impairment charge in this amount was taken. No deferred tax benefits were recognized for the goodwill charge and therefore the after-tax effect of the impairment was $11 million or $0.04 per share.

The impairment charge of $2 million for other intangible assets for this same reporting unit results from carrying values being reduced for certain developed technology in accordance with ASC Topic 360. Deferred tax benefits have been recognized for this intangible asset impairment charge and therefore the total after-tax impact was $1 million or $0.00 per share.

The carrying values of property, plant and equipment at certain publishing and broadcast businesses were evaluated in the third quarter of 2010 due to facility consolidation efforts and changes in expected useful lives. The Company revised the useful lives of certain assets, which were taken out of service during the quarter or for which management has committed to a plan to discontinue use in the near future, in order to reflect the use of those assets over a shortened useful life. As a result of the evaluation, the Company recorded pre-tax charges of $6 million in the third quarter. Deferred tax benefits were recognized for these charges and, therefore, the third quarter after-tax impact was $3 million or $0.01 per share.

The charges in the third quarter of 2010 included in the “Other” category above include primarily the impairment of certain broadcast assets.

2009

The goodwill impairment charge results from the application of the impairment testing provisions included within the goodwill subtopic ASC Topic 350. Because of difficult business conditions, testing for certain reporting units was updated during the third quarter of 2009. For one of the reporting units in the publishing segment, an impairment was indicated. The fair value of the reporting unit was determined using a multiple of earnings technique. The implied value of goodwill for this reporting unit was less than the carrying amount by $17 million, and therefore an impairment charge in this amount was taken. Deferred tax benefits were recognized for this charge and therefore the after-tax effect of the goodwill impairment was $10 million or $0.04 per share.

The carrying values of property, plant and equipment at certain publishing businesses were evaluated in the second and third quarters of 2009 due to softening business conditions. The recoverability of these assets was measured in accordance with the requirements included within ASC Topic 360. This process indicated that the carrying values of certain assets were not recoverable, as the expected undiscounted future cash flows to be generated by them were less than their carrying values. The related impairment loss was measured based on the amount by which the asset carrying value exceeded fair value. Asset group fair values were determined using a discounted cash flow technique. Certain asset fair values were based on estimates of prices for similar assets. As a result of the application of the requirements of ASC Topic 360, the Company recorded third quarter and year-to-date pre-tax charges of $35 million and $59 million, respectively. Deferred tax benefits were recognized for these charges and therefore the third quarter and year-to-date after-tax impact was $22 million or $0.09 per share and $37 million or $0.16 per share, respectively.

The charges in the third quarter of 2009 included in the “Other” category above include shut down costs as well as the impairment of certain broadcast assets.

In the second quarter of 2009, in accordance with ASC Topic 360, the Company recorded an impairment charge to reduce the value of certain publishing assets sold in 2009 to fair value less costs to sell. Fair value was determined using a discounted cash flow technique that included the cash flows associated with the expected disposition. This impairment charge was $28 million pre-tax and $24 million after-tax, or $0.10 per share. The charge is reflected in “Other non-operating items” in the Condensed Consolidated Statements of Income.

In the third quarter of 2009, for an investment in which the Company owns a noncontrolling interest, carrying value was written down to fair value because the business underlying the investment had experienced significant and sustained operating losses, leading the Company to conclude that it was other than temporarily impaired. This investment carrying value adjustment was $5 million pre-tax and $4 million on an after-tax basis, or $0.02 per share.

NOTE 3 — Goodwill and other intangible assets

The following table displays goodwill, indefinite-lived intangible assets, and amortizable intangible assets at September 26, 2010 and December 27, 2009.

	September 26, 2010		December 27, 2009	
(in thousands of dollars)	Gross	Accumulated Amortization	Gross	Accumulated Amortization
Goodwill	$ 2,842,250	$ —	$ 2,854,247	$ —
Indefinite-lived intangibles:				
Mastheads and trade names	110,003	—	110,319	—
Television station FCC licenses	255,304	—	255,304	—
Amortizable intangible assets:				
Customer relationships	312,840	160,083	311,840	141,902
Other	56,927	30,034	58,329	28,280

Amortization expense was $7.7 million in the quarter ended September 26, 2010 and $23.7 million year-to-date. For the third quarter and year-to-date of 2009, amortization expense was $8.4 million and $24.8 million, respectively. Customer relationships, which include subscriber lists and advertiser relationships, are amortized on a straight-line basis over three to 25 years. Other intangibles primarily include commercial printing relationships, internally developed technology, patents and amortizable trade names. These assets were assigned lives of between three and 21 years and are amortized on a straight-line basis.

The following table summarizes the changes in the Company's net goodwill balance through September 26, 2010.

(in thousands of dollars)	Publishing	Digital	Broadcasting	Total
Balance at December 27, 2009				
Goodwill	$ 7,677,800	$ 670,976	$ 1,618,429	$ 9,967,205
Accumulated impairment losses	(7,086,958)	(26,000)	—	(7,112,958)
Total	590,842	644,976	1,618,429	2,854,247
Activity during the period				
Acquisitions and adjustments	1,476	8,387	—	9,863
Dispositions	(5,927)	—	—	(5,927)
Impairment	—	(10,603)	—	(10,603)
Foreign currency exchange rate changes	(2,258)	(3,153)	81	(5,330)
Total	(6,709)	(5,369)	81	(11,997)
Balance at September 26, 2010				
Goodwill	7,644,315	676,210	1,618,510	9,939,035
Accumulated impairment losses	(7,060,182)	(36,603)	—	(7,096,785)
Total	$ 584,133	$ 639,607	$ 1,618,510	$ 2,842,250

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NOTE 4 — Long-term debt

The long-term debt of the Company is summarized below:

In thousands of dollars	September 26, 2010	December 27, 2009
Unsecured notes bearing fixed rate interest at 5.75% due June 2011	$ 433,059	$ 432,648
Unsecured floating rate term loan due July 2011	230,000(1)	230,000
Borrowings under revolving credit agreements expiring March 2012	734,000(1)	1,381,000
Unsecured notes bearing fixed rate interest at 6.375% due April 2012	306,363	306,260
Unsecured notes bearing fixed rate interest at 8.75% due November 2014	246,763	246,304
Unsecured notes bearing fixed rate interest at 10% due June 2015	57,661	56,684
Unsecured notes bearing fixed rate interest at 10% due April 2016	165,037	162,531
Unsecured notes bearing fixed rate interest at 9.375% due November 2017	246,750	246,524
Total long-term debt	$ 2,419,633	$ 3,061,951

(1) On Sept. 27, 2010, subsequent to the close of the third quarter, the Company completed the private placement of unsecured senior notes totaling $500 million. Net proceeds from this were used to reduce borrowings under the term loan by $48 million and the revolving credit agreements by $435 million. On Sept. 30, 2010, the revolving credit agreements were amended to extend their expiration dates to Sept. 30, 2014 for the majority of its lenders.

For the first nine months of 2010, the Company's long-term debt was reduced by $642 million reflecting repayments of borrowings under the revolving credit agreements of $647 million partially offset by debt discount amortization.

As more fully described in "Note 15 — Subsequent events", the Company completed the private placement of unsecured senior notes totaling $500 million and amended its revolving credit agreements.

NOTE 5 — Retirement plans

The Company and its subsidiaries have various retirement plans, including plans established under collective bargaining agreements. The Gannett Retirement Plan is the Company's principal retirement plan. The Company's pension costs, which include costs for qualified, nonqualified and union plans are presented in the following table:

	Thirteen Weeks Ended		Thirty-nine Weeks Ended	
(in millions of dollars)	Sept. 26, 2010	Sept. 27, 2009	Sept. 26, 2010	Sept. 27, 2009
Service cost-benefits earned during the period	$ 3.4	$ 2.8	$ 11.0	$ 11.0
Interest cost on benefit obligation	41.4	42.8	132.9	132.5
Expected return on plan assets	(44.8)	(40.8)	(144.2)	(127.1)
Amortization of prior service cost	1.6	0.6	5.1	1.7
Amortization of actuarial loss	11.6	11.6	36.3	35.8
Pension expense for Company-sponsored retirement plans	13.2	17.0	41.1	53.9
Curtailment gain	—	—	(0.6)	—
Settlement gain	—	—	—	(39.8)
Union and other pension cost	1.3	1.3	3.9	3.8
Pension cost	$ 14.5	$ 18.3	$ 44.4	$ 17.9

During 2010, the Company made voluntary contributions of $30 million to the Gannett Retirement Plan.

During the first quarter of 2009, the Company reached an agreement with one of its unions for a complete withdrawal from the union's underfunded pension plan and release from any future obligations with respect thereto. Under the agreement, the Company made final settlement payments of $7.3 million and $7.7 million in May 2009 and May 2010, respectively. As a result of this agreement, the Company recognized a pre-tax pension settlement gain of $39.8 million in the first quarter of 2009.

NOTE 6 — Postretirement benefits other than pension

The Company provides health care and life insurance benefits to certain retired employees who meet age and service requirements. Most of the Company's retirees contribute to the cost of these benefits and retiree contributions are increased as actual benefit costs increase. The Company's policy is to fund benefits as claims and premiums are paid. Postretirement benefit costs for health care and life insurance are presented in the following table:

	Thirteen Weeks Ended		Thirty-nine Weeks Ended	
(in millions of dollars)	Sept. 26, 2010	Sept. 27, 2009	Sept. 26, 2010	Sept. 27, 2009
Service cost-benefits earned during the period	$ 0.2	$ 0.4	$ 0.6	$ 1.2
Interest cost on net benefit obligation	2.6	3.5	7.9	10.5
Amortization of prior service credit	(4.8)	(3.9)	(14.5)	(11.7)
Amortization of actuarial loss	1.2	1.4	3.6	4.2
Net periodic postretirement benefit (credit) cost	$ (0.8)	$ 1.4	$ (2.4)	$ 4.2

NOTE 7 — Income taxes

The total amount of unrecognized tax benefits that, if recognized, would impact the effective tax rate was approximately $125.7 million as of December 27, 2009 and $122.6 million as of the end of the third quarter of 2010. These amounts reflect the federal tax benefit of state tax deductions. Excluding the federal tax benefit of state tax deductions, the total amount of unrecognized tax benefits as of December 27, 2009 was $191.7 million and as of September 26, 2010 was $179.9 million. The $11.8 million decrease reflects a reduction for the lapse of statutes of limitations of $33.6 million, of which $31.9 million is related to the sale of a business in a prior year, reductions for tax positions of prior years of $15.3 million and settlements of $1.7 million related to state audit agreements. The decline from these factors is partially offset by an increase for prior year tax positions of $26.6 million and additions in the current year of $12.2 million.

The Company recognizes interest and penalties related to unrecognized tax benefits as a component of income tax expense. The Company also recognizes interest income attributable to overpayment of income taxes as a component of income tax expense and it recognizes interest credits for the reversal of interest expense previously recorded for uncertain tax positions which are subsequently released. The Company recognized interest and penalty expense (income), net, of $0.2 million and $1.3 million during the third quarters of 2010 and 2009, respectively, and $(37.0) million and $(1.0) million for the year-to-date 2010 and 2009 periods, respectively. The amount of net accrued interest and penalties related to uncertain tax benefits as of December 27, 2009 was approximately $73.7 million and as of September 26, 2010, was approximately $39.4 million. The net decline relates to the matters affecting unrecognized tax benefits as discussed in the preceding paragraph.

The Company files income tax returns in the U.S. and various state and foreign jurisdictions. The 2005 through 2009 tax years remain subject to examination by the IRS. The 2005 through 2009 tax years generally remain subject to examination by state authorities, and the years 2003-2009 are subject to examination in the UK. In addition, tax years prior to 2005 remain subject to examination by certain states primarily due to the filing of amended tax returns upon settlement of the IRS examination for those years and due to ongoing audits.

It is reasonably possible that the amount of unrecognized benefits with respect to certain of the Company's unrecognized tax positions will significantly increase or decrease within the next 12 months. These changes may be the result of settlement of ongoing audits, lapses of statutes of limitations or other regulatory developments. At this time, the Company estimates that the amount of its gross unrecognized tax positions may decrease by up to approximately $35 million within the next 12 months.

NOTE 8 — Supplemental shareholders' equity information

The following table summarizes the shareholders' equity for the thirty-nine weeks ended September 26, 2010 and September 27, 2009. The redeemable noncontrolling interest accretion relates to redeemable stock held by a noncontrolling owner of CareerBuilder that provides a fixed return on the noncontrolling owner's investment.

(in thousands of dollars)	Gannett Co., Inc. Shareholders' Equity	Noncontrolling Interest	Total Equity
Balance at Dec. 27, 2009	$ 1,603,925	$ 143,550	$ 1,747,475
Comprehensive income:			
Net income	414,066	24,837	438,903
Less: Redeemable noncontrolling interest accretion (income not available to shareholders)	—	(4,355)	(4,355)
Other comprehensive loss	(6,176)	(2,015)	(8,191)
Dividends declared	(28,590)	—	(28,590)
Stock option and restricted stock compensation	21,528	—	21,528
401(k) match	17,456	—	17,456
Dispositions	—	378	378
Other activity	1,391	—	1,391
Balance at September 26, 2010	$ 2,023,600	$ 162,395	$ 2,185,995

(in thousands of dollars)	Gannett Co., Inc. Shareholders' Equity	Noncontrolling Interest	Total Equity
Balance at Dec. 28, 2008	$ 1,055,882	$ 118,806	$ 1,174,688
Comprehensive income:			
Net income	221,668	19,581	241,249
Less: Redeemable noncontrolling interest accretion (income not available to shareholders)	—	(4,052)	(4,052)
Other comprehensive income	65,852	3,118	68,970
Dividends declared	(27,944)	—	(27,944)
Stock option and restricted stock compensation	15,867	—	15,867
401(k) match	40,742	—	40,742
Other activity	6,514	—	6,514
Balance at September 27, 2009	$ 1,378,581	$ 137,453	$ 1,516,034

The table below presents the components of comprehensive income for the third quarter and year-to-date periods of 2010 and 2009. Other comprehensive income (loss) consists primarily of foreign currency translation, pension liability adjustments and interest rate swap mark-to-market adjustments.

	Thirteen Weeks Ended		Thirty-nine Weeks Ended	
(in thousands of dollars)	Sept. 26, 2010	Sept. 27, 2009	Sept. 26, 2010	Sept. 27, 2009
Net income	$ 113,688	$ 85,193	$ 438,903	$ 241,249
Less: Redeemable noncontrolling interest accretion (income not available to shareholders)	(1,517)	(1,411)	(4,355)	(4,052)
Other comprehensive income (loss):				
Foreign currency translation adjustment	36,916	(16,202)	(9,695)	58,909
Other	(7,576)	5,639	1,504	10,061
Total other comprehensive income (loss)	29,340	(10,563)	(8,191)	68,970
Total comprehensive income	141,511	73,219	426,357	306,167
Comprehensive income attributable to the noncontrolling interest	16,423	12,752	18,467	18,647
Comprehensive income attributable to Gannett Co., Inc.	$ 125,088	$ 60,467	$ 407,890	$ 287,520

NOTE 9 — Fair value measurement

The Company measures and records in the accompanying condensed consolidated financial statements certain assets at fair value. ASC Topic 820, “Fair Value Measurements and Disclosures,” establishes a fair value hierarchy for those instruments measured at fair value that distinguishes between assumptions based on market data (observable inputs) and the company’s own assumptions (unobservable inputs). The hierarchy consists of three levels:

Level 1 — Quoted market prices in active markets for identical assets or liabilities;

Level 2 — Inputs other than Level 1 inputs that are either directly or indirectly observable; and

Level 3 — Unobservable inputs developed using estimates and assumptions developed by the Company, which reflect those that a market participant would use.

The following table summarizes the financial instruments measured at fair value in the accompanying condensed consolidated balance sheet as of September 26, 2010 (in thousands):

	Fair Value Measurements as of September 26, 2010			
	Level 1	Level 2	Level 3	Total
Employee compensation related investments	$ 14,690	$ —	$ —	$ 14,690
Rabbi trust investments	$ 25,668	$ —	$ —	$ 25,668

During the twenty-six weeks ending June 27, 2010, the Company sold auction rate securities held by CareerBuilder, receiving proceeds of $28.4 million and recording a gain of $2.1 million.

The fair value of the Company’s total long-term debt, determined based on quoted market prices for the individual tranches of debt, totaled $2.5 billion at September 26, 2010.

In addition, the Company holds investments in non-public businesses in which the Company does not have control and does not exert significant influence. Such investments are carried at cost and are reduced for any impairment losses resulting from periodic evaluations of the carrying value of the investment. At September 26, 2010 and December 27, 2009, the aggregate carrying amount of such investments was $12 million and $16 million, respectively. At June 27, 2010, the Company concluded that one of its investments had an other-than-temporary impairment. Therefore, the carrying value of this investment was written down to fair value. No events or changes in circumstances have occurred since December 27, 2009 that suggest a significant and adverse effect on the fair value of the remaining $12 million in investments. Accordingly, the Company did not evaluate such investments for impairment in 2010.

NOTE 10 — Business segment information

The Company has determined that its reportable segments based on its management and internal reporting structures are publishing, digital, and broadcasting. Publishing includes U.S. Community Publishing, Newsquest operations in the UK and the USA TODAY group. The digital segment includes CareerBuilder, ShopLocal, Schedule Star, Planet Discover, PointRoll and Ripple6. Broadcasting includes the Company's 23 television stations and Captivate.

	Thirteen weeks ended		
(unaudited, in thousands of dollars)	**Sept. 26, 2010**	**Sept. 27, 2009**	**% Inc (Dec)**
Net Operating Revenues:			
Publishing	$ 969,369	$ 1,017,723	(4.8)
Digital	157,669	142,955	10.3
Broadcasting	185,297	151,458	22.3
Total	$ 1,312,335	$ 1,312,136	0.0
Operating Income (net of depreciation, amortization and facility consolidation and asset impairment charges):			
Publishing	$ 130,886	$ 101,208	29.3
Digital	15,728	24,646	(36.2)
Broadcasting	66,606	43,026	54.8
Corporate	(12,932)	(13,179)	(1.9)
Total	$ 200,288	$ 155,701	28.6
Depreciation, amortization and facility consolidation and asset impairment charges:			
Publishing	$ 35,137	$ 69,967	(49.8)
Digital	19,883	8,604	***
Broadcasting	16,228	15,475	4.9
Corporate	3,940	3,962	(0.6)
Total	$ 75,188	$ 98,008	(23.3)

	Thirty-Nine Weeks Ended		
	Sept. 26, 2010	Sept. 27, 2009	% Inc (Dec)
Net Operating Revenues:			
Publishing	$ 2,987,851	$ 3,177,482	(6.0)
Digital	452,411	428,469	5.6
Broadcasting	536,801	447,914	19.8
Total	$ 3,977,063	$ 4,053,865	(1.9)
Operating Income (net of depreciation, amortization and facility consolidation and asset impairment charges):			
Publishing	$ 475,649	$ 327,977	45.0
Digital	46,571	41,852	11.3
Broadcasting	213,488	137,405	55.4
Corporate	(45,781)	(41,425)	10.5
Total	$ 689,927	$ 465,809	48.1
Depreciation, amortization and facility consolidation and asset impairment charges:			
Publishing	$ 104,416	$ 197,806	(47.2)
Digital	35,924	26,534	35.4
Broadcasting	32,580	33,745	(3.5)
Corporate	11,935	12,065	(1.1)
Total	$ 184,855	$ 270,150	(31.6)

NOTE 11 — Derivative instruments and hedging activities

In August 2007, the Company entered into three interest rate swap agreements totaling a notional amount of $750 million in order to mitigate the volatility of interest rates. These agreements, which expired in May 2009, effectively fixed the interest rate on the $750 million in floating rate notes due May 2009 at 5.0125%. These instruments were designated as cash flow hedges in accordance with ASC Topic 815, “Derivatives and Hedging,” and changes in fair value were recorded through accumulated other comprehensive loss with a corresponding adjustment to other long-term liabilities. As a result of a tender offer and strategic redemptions of part of the floating rate notes during the fourth quarter of 2008 and first quarter of 2009, the cash flow hedging treatment was discontinued for interest rate swaps associated with approximately $186.6 million of notional value on the retired floating rate notes. Amounts recorded in accumulated other comprehensive income (loss) related to the discontinued cash flow hedges were reclassified into earnings and subsequent changes to the fair value of the interest rate swaps were recorded through earnings. Year-to-date 2009 expense associated with the derivatives designated as hedges under ASC Topic 815, which is classified as “Interest expense” on the Company’s Condensed Consolidated Income Statement, was $7.7 million. Year-to-date 2009 expense associated with the derivatives not designated as hedges under ASC Topic 815, which is classified as “Other non-operating items” on the Company’s Condensed Consolidated Income Statement, was $0.6 million.

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NOTE 12 — Earnings per share

The Company's earnings per share (basic and diluted) are presented below:

(in thousands except per share amounts)	Thirteen weeks ended Sept. 26, 2010	Thirteen weeks ended Sept. 27, 2009	Thirty-nine weeks ended Sept. 26, 2010	Thirty-nine weeks ended Sept. 27, 2009
Income from continuing operations attributable to Gannett Co., Inc.	$ 101,409	$ 72,986	$ 393,193	$ 221,633
(Loss) income from the operation of discontinued operations, net of tax	—	766	(322)	35
Gains on disposal of publishing businesses, net of tax	—	—	21,195	—
Net income attributable to Gannett Co., Inc.	$ 101,409	$ 73,752	$ 414,066	$ 221,668
Weighted average number of common shares outstanding — basic	238,467	235,379	238,012	232,769
Effect of dilutive securities				
Stock options	1,682	2,202	1,640	1,011
Restricted stock	1,716	1,234	1,672	1,057
Weighted average number of common shares outstanding — diluted	241,865	238,815	241,324	234,837
Earnings from continuing operations per share — basic	$ 0.43	$ 0.31	$ 1.65	$ 0.95
Earnings from discontinued operations				
Discontinued operations per share — basic	—	—	—	—
Gains on disposal of publishing businesses per share — basic	—	—	0.09	—
Net income per share — basic	$ 0.43	$ 0.31	$ 1.74	$ 0.95
Earnings from continuing operations per share — diluted	$ 0.42	$ 0.31	$ 1.63	$ 0.94
Earnings from discontinued operations				
Discontinued operations per share — diluted	—	—	—	—
Gains on disposal of publishing businesses per share — diluted	—	—	0.09	—
Net income per share — diluted	$ 0.42	$ 0.31	$ 1.72	$ 0.94

NOTE 13 — Consolidated Statement of Cash Flows

In the thirteen weeks ended June 27, 2010, the Company received a five-year amortizing secured promissory note with a present value of $29 million in connection with the disposition of publishing operations.

NOTE 14 — Litigation

The Company and a number of its subsidiaries are defendants in judicial and administrative proceedings involving matters incidental to their business. The Company’s management does not believe that any material liability will be imposed as a result of these matters.

NOTE 15 — Subsequent events

On September 27, 2010, subsequent to the close of the third quarter, the Company completed the private placement of unsecured senior notes totaling $500 million in two tranches: $250 million with a coupon of 6.375% due 2015 and $250 million with a coupon of 7.125% due 2018. The 2015 notes were priced at 98.970% of face value, resulting in a yield to maturity of 6.625%. The 2018 notes were priced at 98.527% of face value, resulting in a yield to maturity of 7.375%. The 2015 notes and 2018 notes (together, New Notes) were made available in a private offering that is exempt from the registration requirements of the Securities Act of 1933 (Securities Act). The New Notes are guaranteed on a senior basis by the subsidiaries of the Company that guarantee its revolving credit facilities, its term loan and its notes maturing in 2014 and thereafter. The Company used the net proceeds of the offering to partially repay borrowings outstanding under its revolving credit facilities and term loan. The New Notes and the subsidiary guarantees have not been registered under the Securities Act, or any state securities law and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

On September, 30, 2010, the Company amended its revolving credit agreements and extended the maturity date for the majority of its lenders from March 15, 2012 to September 30, 2014. Total commitments under the amended revolving credit agreements are $1.63 billion through March 15, 2012 and total extended commitments from March 15, 2012 to September 30, 2014 will be $1.14 billion.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

The Company believes that its market risk from financial instruments, such as accounts receivable, accounts payable and debt, is not material. The Company is exposed to foreign exchange rate risk primarily due to its operations in the United Kingdom, for which the British pound is the functional currency. If the price of the British pound against the U.S. dollar had been 10% more or less than the actual price, operating income for the third quarter and year-to-date period of 2010 would have increased or decreased approximately 1%.

At the end of the third quarter of 2010, the Company had approximately $964 million in long-term floating rate obligations outstanding. A 1/2% increase or decrease in the average interest rate for these obligations would result in an increase or decrease in annualized interest expense of $5 million.

The fair value of the Company’s long-term debt, determined based on quoted market prices for the individual tranches of debt, totaled $2.5 billion at September 26, 2010.

Item 4. Controls and Procedures

Based on their evaluation, the Company’s principal executive officer and principal financial officer have concluded that the Company’s disclosure controls and procedures are effective, as of September 26, 2010, to ensure that information required to be disclosed in the reports that the Company files or submits under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission’s rules and forms.

There have been no changes in the Company’s internal controls or in other factors during the fiscal quarter that have materially affected, or are reasonably likely to materially affect, the Company’s internal controls over financial reporting.

PART II. OTHER INFORMATION

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

There were no share repurchases in the third quarter of 2010. The approximate dollar value of shares that may yet be purchased under the program is $808.9 million. While there is no expiration date for the repurchase program, the Board of Directors reviews the authorization of the program annually.

Item 5. Other Information

On October 29, 2010, Gannett adopted the Key Executive Life Insurance Plan (the Plan). The Plan replaces the company-paid group term life insurance program for those key executive officers who participate in the Plan. Craig A. Dubow, Gracia C. Martore and other participants in Gannett's existing executive life insurance program will not participate in the Plan. Under the Plan, Gannett will make annual premium payments on individual life insurance policies owned by the participants. With continued employment, and for all vested participants, Gannett will pay premiums until the later of five years of Plan participation or age 62. If provided in his or her participation agreement, a participant will vest in his or her right to receive the premiums if the participant terminates employment after attaining both five years of service at Gannett and age 55. If a participant is not vested when the participant's employment ends, payments will cease. If an executive is not able to meet the underwriting requirements, Gannett may pay to the executive an amount comparable to the premium payments that such person would have received if he or she had been approved at standard underwriting rates in lieu of participating in the Plan. Robert J. Dickey and David L. Hunke are the only existing named executive officers who are expected to participate in the Plan. As a result of their prior service, Mr. Hunke would be vested and Mr. Dickey would be eligible for vesting if his employment continues until he reaches age 55. Mr. Dickey, Mr. Hunke and the other key executive officers who are expected to participate in the Plan were not executive officers of Gannett when individual life insurance policies were last issued under the existing executive life insurance program. Subject to completion of underwriting by the insurance carrier, the annual life insurance premiums payable by Gannett for 2011 are expected to be approximately $37,000 for Mr. Dickey and approximately $51,000 for Mr. Hunke. Executives are required to pay withholding taxes on the annual premiums or other amounts payable by Gannett in connection with the Plan.

Item 6. Exhibits

Incorporated by reference to the Exhibit Index attached hereto and made a part hereof.

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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 thereunto duly authorized.

Date: November 1, 2010

GANNETT CO., INC.

/s/ George R. Gavagan
George R. Gavagan
Vice President and Controller
(on behalf of Registrant and as Chief Accounting Officer)

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EXHIBIT INDEX

Exhibit Number	Exhibit	Location
3-1	Third Restated Certificate of Incorporation of Gannett Co., Inc.	Incorporated by reference to Exhibit 3.1 to Gannett Co., Inc.'s Form 10-Q for the fiscal quarter ended April 1, 2007.
3-2	Amended by-laws of Gannett Co., Inc.	Incorporated by reference to Exhibit 3-2 to Gannett Co., Inc.'s Form 10-Q for the fiscal quarter ended June 27, 2010.
4-1	Specimen Certificate for Gannett Co., Inc.'s common stock, par value $1.00 per share.	Incorporated by reference to Exhibit 2 to Gannett Co., Inc.'s Form 8-B filed on June 14, 1972.
10-1	Key Executive Life Insurance Plan dated October 29, 2010.*	Attached.
10-2	Form of Participation Agreement under Key Executive Life Insurance Plan.*	Attached.
10-3	Fourth Amendment, dated as of August 25, 2010, to Competitive Advance and Revolving Credit Agreement, dated as of February 27, 2004 and effective as of March 15, 2004.	Attached.
10-4	Fourth Amendment, dated as of August 25, 2010, to Competitive Advance and Revolving Credit Agreement, dated as of December 13, 2004, and effective as of January 5, 2005.	Attached.
10-5	Fourth Amendment, dated as of August 25, 2010, to Amended and Restated Competitive Advance and Revolving Credit Agreement, dated as of March 11, 2002 and effective as of March 18, 2002, as amended and restated as December 13, 2004 and effective as of January 5, 2005.	Attached.
31-1	Rule 13a-14(a) Certification of CEO.	Attached.
31-2	Rule 13a-14(a) Certification of CFO.	Attached.
32-1	Section 1350 Certification of CEO.	Attached.
32-2	Section 1350 Certification of CFO.	Attached.
101	The following financial information from Gannett Co., Inc. Quarterly Report on Form 10-Q for the quarter ended September 26, 2010, formatted in XBRL includes: (i) Condensed Consolidated Statements of Income for the fiscal quarter and year-to-date periods ended September 26, 2010 and September 27, 2009, (ii) Condensed Consolidated Balance Sheets at September 26, 2010 and December 27, 2009, (iii) Condensed Consolidated Cash Flow Statements for the fiscal year-to-date periods ended September 26, 2010 and September 27, 2009, and (iv) the Notes to Condensed Consolidated Financial Statements, tagged as blocks of text.	Attached.

* Asterisks identify management contracts and compensatory plans or arrangements.

Exhibit 10.1

GANNETT CO., INC.

KEY EXECUTIVE LIFE INSURANCE PLAN

I — Purpose

The purpose of this 2010 Key Executive Life Insurance Plan is to provide annual payments to pay premiums on life insurance contracts provided for certain key management or highly compensated employees of Gannett Co., Inc. and its affiliates. The life insurance contract will be owned by the executive. Each executive will apply for the life insurance contract, and if issued, will have full ownership rights to the life insurance contract and will be able to exercise all ownership rights without involvement by the Employer other than those rights specifically agreed to by the parties as described in this Plan. Contributions to pay premiums on the life insurance contract will be taxable income to the executive at the time the contributions are made. It is intended that this Plan will either be exempt from the application of Section 409A of the Code, or will comply with the requirements of Section 409A of the Code but only to the extent that this Plan provides for deferred compensation.

II — Definitions

For the purposes of this Plan and the Participation Agreement, the following terms will have the meanings indicated unless the context clearly indicates otherwise:

Board. "Board" means the Board of Directors of Gannett Co., Inc.

Code. "Code" means the Internal Revenue Code of 1986, as may be amended from time to time, and the regulations and guidance issued thereunder.

Committee. "Committee" means the Benefit Plans Committee.

Employer. "Employer" means **Gannett Co., Inc.**, and its affiliates.

Insurance Carrier. "Insurance Carrier" means one or more life insurance companies chosen by the Employer to provide life insurance coverage through specific life insurance policies.

Life Insurance Product. "Life Insurance Product" means the life insurance product(s) issued by an Insurance Carrier on the life of a Participant, to which the Employer will make annual premium payments on behalf of the Participant ("Annual Employer Contributions"). In addition, "Life Insurance Product" shall include any annuity product or series of annuity products issued by an Insurance Carrier on the life of a Participant, to which the Employer will make annual payments on behalf of the Participant as set forth in the Plan.

Participant. “Participant” means any employee who is eligible, under section III, below, to participate in this Plan and satisfies all requirements to commence participation in this Plan.

Participation Agreement. “Participation Agreement” means the agreement filed by a Participant and approved by the Committee pursuant to section III, below, or other writing determined by the Committee in its discretion.

Termination. “Termination”, “terminates employment” or any other similar such phrase means a Participant’s “separation from service” (from the employer who employed the Participant at the time the contributions were made and any other employer treated as the same employer pursuant to Treas. Reg. §1.409A-1(h)(3) and other applicable guidance), for any reason, within the meaning of Section 409A, and Treas. Reg. §1.409A-1(h) and other applicable guidance.

Targeted Death Benefit. “Targeted Death Benefit” is an amount of death benefits to be or which could be provided under a Life Insurance Product as described in the Participation Agreement, on which Annual Employer Contributions under this Plan are to be estimated. The Participation Agreement may provide for different Targeted Death Benefits prior to termination of employment and after.

III — Participation

Eligibility. The Committee will select those key employees of the Employer, in their sole discretion, who will be eligible to participate.

Participation. An employee’s participation in this Plan will only be effective when the Life Insurance Product becomes effective and in force. Participation in this Plan will continue until such time as the Participant terminates employment (unless otherwise specified in the Participant’s Participation Agreement), until such time as Annual Employer Contributions are no longer provided for by the terms of this Plan or until the Participant is no longer permitted to participate in this Plan.

Requirement of Cooperation. As a condition for Participation in this Plan, the Participant shall be required to comply with all normal and reasonable requests deemed necessary to apply for and obtain the Life Insurance Product.

Change in Employment Status. Unless otherwise specified in the Participant’s Participation Agreement, if the Chief Executive Officer or the Board determines that a Participant’s employment performance no longer merits participation in this Plan prior to the Participant’s termination of employment, but does not terminate the Participant’s employment with Employer, participation herein and eligibility to receive future contributions under this Plan will cease at that time.

IV — <u>Targeted Death Benefit</u>

<u>Basic Formula</u>. The contribution, as set forth in Section V, below, will be made by the Employer, based on the amount of Targeted Death Benefit for each Participant as set forth in the Participation Agreement. The Targeted Death Benefit shall provide for a different Targeted Death Benefit during employment and after employment. Unless otherwise provided in the Participation Agreement, the terms shall have the following meaning:

- Pre-Termination Death Benefit — the level of death benefit under the Life Insurance Product intended to be provided prior to termination of employment, but not beyond the Participant's sixty-fifth (65^{th}) birthday.

- Post-Termination Death Benefit — the level of death benefit under the Life Insurance Product intended to be provided after termination of employment.

V — <u>Contributions</u>

<u>Employer Contributions</u>. Unless otherwise provided in the Participation Agreement, the Employer will make a contribution on behalf of the Participant to the Life Insurance Product or will make a payment in cash to the Participant. The amount of such Annual Employer Contributions or payment will be determined using the following rules, unless otherwise specified in the Participant's Participation Agreement:

- <u>During Employment</u> — The Employer will make Annual Employer Contributions until the Participant's sixty-second (62^{nd}) birthday; provided that no less than five (5) Annual Employer Contributions will be made; and provided further that the Participant has not terminated employment and is eligible to receive benefits under this Plan.

- <u>After Termination</u> — Unless otherwise provided in the Participation Agreement, the Employer will make no further Annual Employer Contributions after termination of employment.

- <u>Method of Calculation</u> — Each Annual Employer Contribution will be calculated as the annual premium necessary to provide the Targeted Death Benefit using the illustration system maintained by the Insurance Carrier, and utilizing the assumptions fixed and set forth in Exhibit A, assuming that level premium payments are made until the Participant's sixty-second (62^{nd}) birthday, provided no less than five (5) Annual Employer Contributions are made. The determination shall be based on the underwriting determination for the Participant made by the Insurance Carrier as reflected in the Life Insurance Product issued to the Participant.

- <u>Recalculation of the Annual Employer Contribution</u> — Except as provided below and the Participation Agreement, the Annual Employer Contribution shall be re-determined annually and such re-calculation shall be made as of the anniversary of the Life Insurance Product. Such re-determination shall utilize the assumptions fixed and set forth in Exhibit A.

- Section 7702 Limitations — To the extent that any Annual Employer Contribution scheduled to be made into a Life Insurance Product other than an annuity product would exceed the limit permitted by section 7702 of the Code, such excess will be paid in cash to the Participant at the same time as the Annual Employer Contribution is made to the Life Insurance Product.

- Use of an Annuity Product — In the event that the Annual Employer Contribution is made into an annuity product or series of annuity products issued by an Insurance Carrier on the life of a Participant, the Annual Employer Contribution shall be fixed as of the date of the initial Annual Employer Contribution and shall not be resolved to accommodate changes in the assumptions set forth in Exhibit A.

Cessation of Employer Contributions. Unless otherwise provided in the Participation Agreement, Annual Employer Contributions will cease upon the earlier of:

- Death
- Participant's termination of employment;
- Participant partially or completely surrenders, attempts to take a loan from, or withdraw cash value from the Life Insurance Product, or adjusts the face amount of the Life Insurance Product prior to the completion of Annual Employer Contributions as set forth above;
- Participant makes a contribution to the Life Insurance Product prior to the completion of Annual Employer Contributions as set forth above; or
- Participant suffers a Change in Employment Status as described above.

Unless otherwise specified in the Participant's Participation Agreement, nothing contained herein shall limit the Employer's ability to terminate Annual Employer Contributions for any Participant, or for all Participants upon the termination or amendment of this Plan in the sole discretion of the Employer.

Timing of Employer Contributions. Annual Employer Contributions to the Life Insurance Product will be made on an annual mode with premiums being paid on or about the policy anniversary, except that in no event will an Annual Employer Contribution be made in a calendar year other than the calendar year in which the Annual Employer Contribution is due.

Participant Contributions. A Participant may not make additional contributions directly into the Life Insurance Product prior to the completion of Annual Employer Contributions as set forth above.

Withholding; Payroll Taxes. The amount of the Annual Employer Contributions and additional Annual Employer Contributions, if any, will be treated as current compensation, and as such, Employer shall withhold any taxes required to be withheld with respect to such amount under local, state or federal law. Such withholding will be made to the greatest extent possible from other compensation paid to the Participant, and to the extent other compensation is insufficient to cover the required withholding, the Participant shall reimburse the Employer the amount necessary to meet its withholding obligation.

VI — Benefits

Employer Contributions. The sole benefit to be provided by the Employer under this Plan is the Annual Employer Contributions described in Section V above, as determined by the Committee based on the Targeted Death Benefit, which shall be made by the Employer to the Life Insurance Product, as determined by the Employer, on behalf of the Participant. In the event such Annual Employer Contribution cannot be made to such Product due to limitations contained herein or in the Product, such excess shall be distributed to the Participant in cash to the Participant no later than the close of the calendar year in which the Annual Employer Contribution would have been made to the Product if such limitations had not existed.

Ownership Of Life Insurance Product. Each Participant shall be named as the owner of the Life Insurance Product as applicable, and shall have all rights, privileges and duties of an owner as set forth in the Product. Such rights may include, without limitation, the right to name a beneficiary to receive any death benefits due under the terms of the Product, the right to request and make withdrawals from the product, including a complete surrender of the Product. All rights as owner of the Life Insurance Product will be exercisable without the consent or involvement of the Employer, except as may be limited in this plan document.

Death. This Plan does not promise any particular level of death benefit, but only an annual contribution, as described herein, which may be based on the costs of providing certain levels of death benefit under a particular Life Insurance Product. The Employer does not guarantee any level of death benefits or that payment will be made by the Insurance Carrier. The Participant's rights to any benefits under a Product, if any, shall solely be as the owner of such Product described herein.

VII — Administration

Committee; Duties. The Plan will be administered by the Committee. The primary duty of the Committee with respect to this Plan will be to calculate and make Annual Employer Contributions into the Life Insurance Product on behalf of the Participants. The Committee, or its delegate(s), will have the full discretionary authority to make, amend, interpret, and enforce all appropriate rules and regulations for the administration of the Plan and decide or resolve any and all questions, including interpretations of the Plan, as may arise in such administration. The Employer will not have any responsibility regarding the operation of the Life Insurance Product or the exercise of any ownership rights of the Life Insurance Product, which are exercisable solely by the Participant without any involvement from the Employer, except as may be specifically agreed upon.

Binding Effect of Decisions. The decision or action of the Committee with respect to any question arising out of or in connection with the administration, interpretation and application of this Plan will be final, conclusive and binding upon all persons having any interest in this Plan.

Indemnity of Committee. The Employer will indemnify and hold harmless the members of the Committee against any and all claims, loss, damage, expense or liability arising from any action or failure to act with respect to this Plan on account of such member's service on the Committee, except in the case of gross negligence or willful misconduct.

Section 409A. The Plan is intended to comply with the requirements of Section 409A to the extent such rules apply to the Plan, and the Plan shall be interpreted and administered in accordance with that intent. If any provision of the Plan would otherwise conflict with or frustrate this intent, that provision will be interpreted and deemed amended so as to avoid the conflict. For purposes of Code Section 409A, each Annual Employer Contribution will be treated as a separate payment.

VIII — Termination, Suspension or Amendment

Termination, Suspension or Amendment of Plan. The Board expressly reserves the right, in its sole discretion, to cease or suspend Annual Employer Contributions under this Plan at any time, in whole or in part, unless otherwise specified in the Participant's Participation Agreement. The Board expressly reserves the right, in its sole discretion, to amend this Plan at any time. Any amendment may provide different amounts of Annual Employer Contributions from those herein set forth. No amendment will be valid if it would have the effect of causing a violation of Code Section 409A.

IX — Claims Procedure

Claim. Any person or entity claiming a benefit, requesting an interpretation or ruling under the Plan, or requesting information under this Plan (hereinafter referred to as "Claimant") shall present the request in writing to the Committee, which shall respond in writing as soon as practicable.

Denial of Claim. If the claim or request is denied, the written notice of denial shall state:

a) The reason for denial, with specific reference to this Plan provisions on which the denial is based;

b) A description of any additional material or information required and an explanation of why it is necessary; and

c) An explanation of this Plan's claims review procedure.

Review of Claim. Any Claimant whose claim or request is denied or who has not received a response within sixty (60) days may request a review by notice given in writing to the Committee. Such request must be made within sixty (60) days after receipt by the Claimant of the written notice of denial, or in the event Claimant has not received a response sixty (60) days after receipt by the Committee of Claimant's claim or request. The claim or request shall be reviewed by the Committee which may, but shall not be required to, grant the Claimant a hearing. On review, the Claimant may have representation, examine pertinent documents, and submit issues and comments in writing.

Final Decision. The decision on review shall normally be made within sixty (60) days after the Committee's receipt of Claimant's claim or request. If an extension of time is required for a hearing or other special circumstances, the Claimant shall be notified and the time limit shall be one hundred twenty (120) days. The decision shall be in writing and shall state the reason and the relevant Plan provisions. All Committee decisions on review shall be final and bind all parties concerned.

X — Miscellaneous

Not a Contract of Employment. This Plan will not constitute a contract of employment between Employer and the Participant. Nothing in this Plan will give a Participant the right to be retained in the service of Employer or to interfere with the right of Employer to discipline or discharge a Participant at any time.

Protective Provisions. A Participant will cooperate with Employer by furnishing any and all information requested by Employer in order to facilitate the Employer Contributions as provided for in this Plan, and by taking such physical examinations as Employer may deem necessary and by taking such other action as may be requested by Employer.

Governing Law. The provisions of this plan document shall be construed and interpreted according to the laws of the Commonwealth of Virginia, except as may be preempted by federal law.

Validity. If any provision of this plan document will be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts hereof, but this plan document shall be construed and enforced as if such illegal and invalid provision had never been inserted herein.

Notice. Any notice or filing required or permitted under this Plan will be sufficient if in writing and hand delivered or sent by registered or certified mail. Such notice will be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification. Mailed notice to the Committee will be directed to the Employer's address. Mailed notice to a Participant will be directed to the individual's last known address in Employer's records.

Successors. The provisions of this Plan shall bind and inure to the benefit of Employer and its successors and assigns. The term successors as used herein includes any corporate or other business entity which shall, whether by merger, consolidation, purchase or otherwise acquire all or substantially all of the business and assets of Employer, and successors of any such corporation or other business entity.

GANNETT CO., INC.

By: /s/ Roxanne V. Horning
NAME: Roxanne V. Horning
TITLE: Senior Vice President/Human Resources

DATE: October 29, 2010

Exhibit A
GANNETT CO., INC.

KEY EXECUTIVE LIFE INSURANCE PLAN

Cash Value Target	Projected level premiums solved at then current rates to provide enough cash value immediately after assumed termination of employment at age 65 to endow the Targeted Death Benefit at age 121. If employment extends past age 65, the Targeted Death Benefit is assumed to change to the Post-Termination Targeted Death Benefit level at age 65
Death Benefit:	Targeted Death Benefit as provided by this Plan
Cost of Insurance Charges	Actual COI charges up to date of redetermination; thereafter, insurance carrier's current COI rates for the product as of the date of resolve.
Interest Crediting Rate:	Actual policy crediting rates up to date of resolve; thereafter, insurance carrier's current general account crediting rate for the product as of the date of resolve.
Premium Duration:	Payable annually prior to the Participant's 62nd birthday but no less than 5 years.
Employer Contributions	Initial Annual Employer Contributions under this Plan determined at the outset of participation shall equal the expected amount of annual premiums needed to provide the Targeted Death Benefits, assuming a $500,000 Post Termination Death Benefit based on an underwriting classification of no greater than "standard". Subsequent redeterminations shall be based on the Targeted Death Benefit set forth in the Participation Agreement and the actual underwriting classification in force at such time.

Gannett Company, Inc.
Key Executive Life Insurance Plan
Participation Agreement

ACKNOWLEDGMENT

I, the undersigned Participant, hereby agree to be bound by the terms and conditions of the Key Employee Life Insurance Plan (“KELIP”), as effective October 29, 2010.

By signing this Participation Agreement, I agree to be bound by the terms of the KELIP as set forth in the plan document. If there is a conflict between the plan document, including this Participation Agreement, and any other communication, written or oral, including any plan summary materials, then the terms of the plan document will control.

I also understand that my benefit under the KELIP will be calculated as follows:

Targeted Death Benefit

Pre-Termination (but not beyond age 65)	<Flat Dollar Amount>
Post-Termination	<Flat Dollar Amount>

<u>Duration of Employer Contributions</u>

Annual Employer Contributions may be made, in the Employer’s sole discretion, each calendar year during my employment. No Employer Contributions will be payable after termination of employment or after your sixty-second (62nd) birthday (assuming you have received at least five Annual Employer Contributions).

OR

Annual Employer Contributions may be made, in the Employer’s sole discretion, during employment. However, if I remain employed after attaining age 55 with at least 5 years of service with the Employer (“Retirement Eligible”), additional Annual Contributions will be due as provided below.

Additional Terms

Additional Annual Employer Contributions

In the event you become Retirement Eligible, the Employer will continue to make an Annual Employer Contribution after termination of employment each year prior to your sixty-second (62nd) birthday but in no event will there be less than a total of 5 Annual Employer Contributions. The Annual Employer Contributions to be made following termination will be re-calculated only as of the time of termination and will take into consideration the then current crediting rates and the Post Termination Targeted Death Benefit commencing upon termination and shall remain fixed thereafter; provided that each Annual Employer Contribution made following your termination of employment shall not exceed the Annual Employer Contribution made immediately preceding the termination of employment.

Compliance with Section 409A of the Code

Notwithstanding anything else to the contrary and only if necessary to satisfy the requirements of Code Section 409A, contributions to be made by the Employer caused by your termination of employment (other than by reason of death) if you are determined to meet the definition of Specified Employee at the time of termination shall be payable as otherwise provided, except that the initial payment shall be made no earlier than the six (6) months following the termination of employment with the Employer. For purposes of this Agreement, the term Specified Employee means a Participant who is determined by the Committee, or its delegate(s), to be a "specified employee" under the provisions of Treas. Reg. §1.409A-1(i) and other applicable guidance, provided that the Employer (or a member of the same group of controlled entities as the company that employs the Participant) is publicly traded on an established stock exchange.

The KELIP is intended to comply with the requirements of Section 409A to the extent such rules apply to the KELIP, and the KELIP shall be interpreted and administered in accordance with that intent. If any provision of the KELIP would otherwise conflict with or frustrate this intent, that provision will be interpreted so as to avoid the conflict. For purposes of Code Section 409A, each Annual Employer Contribution will be treated as a separate payment.

Amendment

The Employer has reserved the right to amend or terminate the Plan at any time, and for any reason. Notwithstanding, any such termination or amendment to the Plan shall not reduce or eliminate the Annual Employer Contributions to be made once you have become Retirement Eligible. In addition, any determination of a Change in Employment Status after you have become Retirement Eligible shall not reduce or eliminate the Annual Employer Contributions to be made after such time.

In witness hereof, the Participant and Gannett Company, Inc. have executed this Participation Agreement in duplicate as of the date noted below:

<<EMPLOYEE NAME>>

______________________________ ______________________________

Signature of Participant Date
Employee ID No.

Gannett Company, Inc.

____

NAME
TITLE

FOURTH AMENDMENT

FOURTH AMENDMENT, dated as of August 25, 2010 (this "Amendment"), to the Competitive Advance and Revolving Credit Agreement, dated as of February 27, 2004 and effective as of March 15, 2004, as amended by the First Amendment thereto, dated as of February 28, 2007 and effective as of March 15, 2007 and as further amended by the Second Amendment thereto, dated as of October 23, 2008 and effective as of October 31, 2008 and as further amended by the Third Amendment thereto, dated as of September 28, 2009 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among GANNETT CO., INC., a Delaware corporation ("Gannett"), the several banks and other financial institutions parties to the Credit Agreement (the "Lenders"), BANK OF AMERICA, N.A., as administrative agent (in such capacity, the "Administrative Agent"), JPMORGAN CHASE BANK, N.A., as syndication agent, LLOYDS TSB BANK PLC AND SUNTRUST BANK, as Documentation Agents, and Banc of America Securities LLC and J.P.Morgan Securities Inc. as joint lead arrangers and joint bookrunners.

W I T N E S S E T H:

WHEREAS, Gannett has requested certain amendments to the Credit Agreement;

WHEREAS, the parties are willing to consent to the requested amendments on the terms and conditions contained herein;

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

2. Amendments to Section 1.1. Section 1.1 of the Credit Agreement is hereby amended by adding the following definitions, in proper alphabetical order, as follows:

"Fourth Amendment": the Fourth Amendment to the Agreement dated as of August 25, 2010, among Gannett, the Lenders and the Administrative Agent.

"Fourth Amendment Arranger": J.P. Morgan Securities Inc., solely in its capacity as arranger of the Fourth Amendment.

"Fourth Amendment Effective Date": the date on which the conditions precedent set forth in paragraph 5 of the Fourth Amendment shall have been satisfied or waived.

3. Amendment to Section 6.5 ("Indebtedness"). Clause (i) of Section 6.5(b) of the Credit Agreement is hereby amended in its entirety as follows:

"(i) permit any Guarantor to, directly or indirectly, create, issue, incur, assume, become liable in respect of or suffer to exist any Indebtedness, except (A) unsecured Indebtedness, the proceeds of which are used to refinance any of Gannett's bonds having a maturity date earlier than the Five-Year Termination Date, (B) Indebtedness among Gannett and one or more Guarantors, or among Guarantors, in each case that is contractually subordinated to the Obligations and (C) Indebtedness other than Indebtedness of a type specified in clauses (A) or (B) of this paragraph (i) in an aggregate principal not to exceed $1,443,429,000 at any one time outstanding; or"

4. Amendment to Article VIII. Article VIII ("The Administrative Agent") of the Credit Agreement is amended by adding a new Section 8.11 ("Fourth Amendment Arranger") as follows:

Section 8.11 Fourth Amendment Arranger. The rights, privileges, protections, immunities and benefits given to the Administrative Agent, including without limitation its right to be indemnified, are extended to, and shall be enforceable by, J.P. Morgan Securities Inc., solely in its capacity as Fourth Amendment Arranger, on an equivalent basis, as applicable, as the Administrative Agent.

5. Effectiveness. This Amendment shall become effective as of the date (the "Fourth Amendment Effective Date") on which J.P. Morgan Securities Inc., as arranger of this Fourth Amendment (the "Fourth Amendment Arranger") shall have received counterparts hereof duly executed by (i) Gannett, (ii) the Administrative Agent and (iii) Lenders constituting Required Lenders.

6. Representations and Warranties. Gannett hereby represents and warrants that, on and as of the Fourth Amendment Effective Date, after giving effect to this Amendment:

(a) No Default or Event of Default has occurred and is continuing; and

(b) Each of the representations and warranties of Gannett in the Credit Agreement and this Amendment is true and correct in all material respects, as if made on and as of the date hereof; and since December 27, 2009 there has been no Material change in the business or financial condition of Gannett and its Subsidiaries taken as a whole that has not been publicly disclosed.

7. Continuing Effect. Except as expressly amended hereby, the Credit Agreement shall continue to be and shall remain in full force and effect in accordance with its terms. From and after the date hereof, all references in the Credit Agreement thereto shall be to the Credit Agreement as amended hereby.

8. Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

9. Headings. Section headings used in this Amendment are for convenience of reference only, are not part of this Amendment and are not to affect the constructions of, or to be taken into consideration in interpreting, this Amendment.

10. GOVERNING LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

11. Expenses. Gannett agrees to pay or reimburse each of the Administrative Agent and the Fourth Amendment Arranger for all of their reasonable out-of-pocket costs and expenses incurred in connection with the preparation, negotiation and execution of this Amendment, including, without limitation, the reasonable fees and disbursements of counsel to the Administrative Agent and Fourth Amendment Arranger.

[Remainder of page intentionally left blank]

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

GANNETT CO., INC.

By: /s/ Michael A. Hart
Name: Michael A. Hart
Title: Vice President & Treasurer

BANK OF AMERICA, N.A., as Administrative Agent

By: /s/ Antonika Thomas
Name: Antonika (Toni) Thomas
Title: Assistant Vice President

Consented to and agreed:

J.P. MORGAN SECURITIES INC.,
as Fourth Amendment Arranger

By: /s/ David Mallett
Name: David Mallett
Title: Managing Director

Bank of America, N.A.
[NAME OF LENDER], as a Lender

By: /s/ Peter van der Horst
Name: Peter van der Horst
Title: Senior Vice President

Signature page to Fourth Amendment to Credit Agreement

Bank of Hawaii

[NAME OF LENDER], as a Lender

By: /s/ Marc Adelberger

Name: Marc Adelberger

Title: Vice President

Signature page to Fourth Amendment to Credit Agreement

The Bank of Tokyo-Mitsubishi UFJ, Ltd.
New York Branch
[NAME OF LENDER], as a Lender

By: /s/ G. Stoecklein
Name: G. Stoecklein
Title: Authorized Signatory

Signature page to Fourth Amendment to Credit Agreement

Barclays Bank PLC
[NAME OF LENDER], as a Lender

By: /s/ Noam Azachi
Name: Noam Azachi
Title: Assistant Vice President

Signature page to Fourth Amendment to Credit Agreement

Capital One, N.A.
[NAME OF LENDER], as a Lender

By: /s/ Rick Larson
Name: Rick Larson
Title: Senior Vice President

Signature page to Fourth Amendment to Credit Agreement

Citibank, N.A.
[NAME OF LENDER], as a Lender

By: /s/ Elizabeth Gonzalez
Name: Elizabeth Minnella Gonzalez
Title: Vice President and Director

Signature page to Fourth Amendment to Credit Agreement

Comerica Bank
[NAME OF LENDER], as a Lender

By: /s/ Blake Arnett
Name: Blake Arnett
Title: Vice President

Signature page to Fourth Amendment to Credit Agreement

Fifth Third Bank
[NAME OF LENDER], as a Lender

By: /s/ Randolph J. Steirer
Name: Randolph J. Steirer
Title: Vice President

Signature page to Fourth Amendment to Credit Agreement

First Hawaiian Bank
[NAME OF LENDER], as a Lender

By: /s/ Jeffrey N. Higashi
Name: Jeffrey N. Higashi
Title: Senior Vice President

Signature page to Fourth Amendment to Credit Agreement

JPMorgan Chase Bank, N.A.
[NAME OF LENDER], as a Lender

By: /s/ Peter B. Thauer
Name: Peter B. Thauer
Title: Executive Director

Signature page to Fourth Amendment to Credit Agreement

Lloyds TSB Bank, plc
[NAME OF LENDER], as a Lender

By: /s/ Windsor Davies
Name: Windsor Davies
Title: Managing Director, Corporate Banking

By: /s/ Deborah Carlson
Name: Deborah Carlson
Title: Senior vice President, Corporate Banking

Signature page to Fourth Amendment to Credit Agreement

Mizuho Corporate Bank, Ltd.
[NAME OF LENDER], as a Lender

By: /s/ Raymond Ventura
Name: Raymond Ventura
Title: Deputy General Manager

Signature page to Fourth Amendment to Credit Agreement

The Northern Trust Company
[NAME OF LENDER], as a Lender

By: /s/ Lisa McDermott
Name: Lisa McDermott
Title: Vice President

Signature page to Fourth Amendment to Credit Agreement

Suntrust Bank
[NAME OF LENDER], as a Lender

By: /s/ Michael Vegh
Name: Michael Vegh
Title: Director

Signature page to Fourth Amendment to Credit Agreement

US Bank National Association
[NAME OF LENDER], as a Lender

By: /s/ Steven L. Sawyer
Name: Steven L. Sawyer
Title: Vice President

Signature page to Fourth Amendment to Credit Agreement

FOURTH AMENDMENT

FOURTH AMENDMENT, dated as of August 25, 2010 (this "Amendment"), to the Competitive Advance and Revolving Credit Agreement, dated as of December 13, 2004 and effective as of January 5, 2005, as amended by the First Amendment thereto, dated as of February 28, 2007 and effective as of March 15, 2007, as further amended by the Second Amendment thereto, dated as of October 23, 2008 and effective as of October 31, 2008, and as further amended by the Third Amendment thereto, dated as of September 28, 2009 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among GANNETT CO., INC., a Delaware corporation ("Gannett"), the several banks and other financial institutions parties to the Credit Agreement (the "Lenders"), BANK OF AMERICA, N.A., as administrative agent (in such capacity, the "Administrative Agent"), JPMORGAN CHASE BANK, N.A., as syndication agent, and BARCLAYS BANK PLC, as documentation agent, and Banc of America Securities LLC and J.P. Morgan Securities Inc. as joint lead arrangers and joint bookrunners.

W I T N E S S E T H:

WHEREAS, Gannett has requested certain amendments to the Credit Agreement;

WHEREAS, the parties are willing to consent to the requested amendments on the terms and conditions contained herein;

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

2. Amendments to Section 1.1. Section 1.1 of the Credit Agreement is hereby amended by adding the following definitions, in proper alphabetical order, as follows:

"Fourth Amendment": the Fourth Amendment to the Agreement dated as of August 25, 2010, among Gannett, the Lenders and the Administrative Agent.

"Fourth Amendment Arranger": J.P. Morgan Securities Inc., solely in its capacity as arranger of the Fourth Amendment.

"Fourth Amendment Effective Date": the date on which the conditions precedent set forth in paragraph 5 of the Fourth Amendment shall have been satisfied or waived.

3. Amendment to Section 6.5 ("Indebtedness"). Clause (i) of Section 6.5(b) of the Credit Agreement is hereby amended in its entirety as follows:

> "(i) permit any Guarantor to, directly or indirectly, create, issue, incur, assume, become liable in respect of or suffer to exist any Indebtedness, except (A) unsecured Indebtedness, the proceeds of which are used to refinance any of Gannett's bonds having a maturity date earlier than the Five-Year Termination Date, (B) Indebtedness among Gannett and one or more Guarantors, or among Guarantors, in each case that is contractually subordinated to the Obligations and (C) Indebtedness other than Indebtedness of a type specified in clauses (A) or (B) of this paragraph (i) in an aggregate principal not to exceed $1,443,429,000 at any one time outstanding; or"

4. Amendment to Article VIII. Article VIII ("The Administrative Agent") of the Credit Agreement is amended by adding a new Section 8.11 ("Fourth Amendment Arranger") as follows:

> Section 8.11 Fourth Amendment Arranger. The rights, privileges, protections, immunities and benefits given to the Administrative Agent, including without limitation its right to be indemnified, are extended to, and shall be enforceable by, J.P. Morgan Securities Inc., solely in its capacity as Fourth Amendment Arranger, on an equivalent basis, as applicable, as the Administrative Agent.

5. Effectiveness. This Amendment shall become effective as of the date (the "Fourth Amendment Effective Date") on which J.P. Morgan Securities Inc., as arranger of this Fourth Amendment (the "Fourth Amendment Arranger"), shall have received counterparts hereof duly executed by (i) Gannett, (ii) the Administrative Agent and (iii) Lenders constituting Required Lenders.

6. Representations and Warranties. Gannett hereby represents and warrants that, on and as of the Fourth Amendment Effective Date, after giving effect to this Amendment:

(a) No Default or Event of Default has occurred and is continuing; and

(b) Each of the representations and warranties of Gannett in the Credit Agreement and this Amendment is true and correct in all material respects, as if made on and as of the date hereof; and since December 27, 2009 there has been no Material change in the business or financial condition of Gannett and its Subsidiaries taken as a whole that has not been publicly disclosed.

7. Continuing Effect. Except as expressly amended hereby, the Credit Agreement shall continue to be and shall remain in full force and effect in accordance with its terms. From and after the date hereof, all references in the Credit Agreement thereto shall be to the Credit Agreement as amended hereby.

8. Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

9. Headings. Section headings used in this Amendment are for convenience of reference only, are not part of this Amendment and are not to affect the constructions of, or to be taken into consideration in interpreting, this Amendment.

10. GOVERNING LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

11. Expenses. Gannett agrees to pay or reimburse each of the Administrative Agent and the Fourth Amendment Arranger for all of their reasonable out-of-pocket costs and expenses incurred in connection with the preparation, negotiation and execution of this Amendment, including, without limitation, the reasonable fees and disbursements of counsel to the Administrative Agent and Fourth Amendment Arranger.

[Remainder of page intentionally left blank]

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

GANNETT CO., INC.

By: /s/ Michael A. Hart
Name: Michael A. Hart
Title: Vice President & Treasurer

BANK OF AMERICA, N.A., as Administrative Agent

By: /s/ Antonika Thomas
Name: Antonika (Toni) Thomas
Title: Assistant Vice President

Consented to and agreed:

J.P. MORGAN SECURITIES INC.,
as Fourth Amendment Arranger

By: /s/ David Mallett
Name: David Mallett
Title: Managing Director

Signature page to Fourth Amendment to Credit Agreement

Bank of America, N.A.
[NAME OF LENDER], as a Lender

By: /s/ Peter van der Horst
Name: Peter van der Horst
Title: Senior Vice President

Signature page to Fourth Amendment to Credit Agreement

Bank of Hawaii
[NAME OF LENDER], as a Lender

By: /s/ Marc Adelberger
Name: Marc Adelberger
Title: Vice President

Signature page to Fourth Amendment to Credit Agreement

The Bank of Tokyo-Mitsubishi UFJ, Ltd.
New York Branch
[NAME OF LENDER], as a Lender

By: /s/ G. Stoecklein
Name: G. Stoecklein
Title: Authorized Signatory

Signature page to Fourth Amendment to Credit Agreement

Barclays Bank PLC
[NAME OF LENDER], as a Lender

By: /s/ Noam Azachi
Name: Noam Azachi
Title: Assistant Vice President

Signature page to Fourth Amendment to Credit Agreement

Citibank, N.A.
[NAME OF LENDER], as a Lender

By: /s/ Elizabeth Gonzalez
Name: Elizabeth Minnella Gonzalez
Title: Vice President and Director

Signature page to Fourth Amendment to Credit Agreement

Fifth Third Bank
[NAME OF LENDER], as a Lender

By: /s/ Randolph J. Steirer
Name: Randolph J. Steirer
Title: Vice President

Signature page to Fourth Amendment to Credit Agreement

First Hawaiian Bank
[NAME OF LENDER], as a Lender

By: /s/ Jeffrey N. Higashi
Name: Jeffrey N. Higashi
Title: Senior Vice President

Signature page to Fourth Amendment to Credit Agreement

JPMorgan Chase Bank, N.A.
[NAME OF LENDER], as a Lender

By: /s/ Peter B. Thauer
Name: Peter B. Thauer
Title: Executive Director

Signature page to Fourth Amendment to Credit Agreement

Lloyds TSB Bank, plc
[NAME OF LENDER], as a Lender

By: /s/ Windsor Davies
Name: Windsor Davies
Title: Managing Director, Corporate Banking

By: /s/ Deborah Carlson
Name: Deborah Carlson
Title: Senior vice President, Corporate Banking

Signature page to Fourth Amendment to Credit Agreement

Mizuho Corporate Bank, Ltd.
[NAME OF LENDER], as a Lender

By: /s/ Raymond Ventura
Name: Raymond Ventura
Title: Deputy General Manager

Signature page to Fourth Amendment to Credit Agreement

The Northern Trust Company
[NAME OF LENDER], as a Lender

By: /s/ Lisa McDermott
Name: Lisa McDermott
Title: Vice President

Signature page to Fourth Amendment to Credit Agreement

Suntrust Bank
[NAME OF LENDER], as a Lender

By: /s/ Michael Vegh
Name: Michael Vegh
Title: Director

Signature page to Fourth Amendment to Credit Agreement

US Bank National Association
[NAME OF LENDER], as a Lender

By: /s/ Steven L. Sawyer
Name: Steven L. Sawyer
Title: Vice President

Signature page to Fourth Amendment to Credit Agreement

Exhibit 10-5

FOURTH AMENDMENT

FOURTH AMENDMENT, dated as of August 25, 2010 (this "Amendment"), to the Amended and Restated Competitive Advance and Revolving Credit Agreement, dated as of March 11, 2002 and effective as of March 18, 2002, as amended and restated as of December 13, 2004 and effective as of January 5, 2005, as amended by the First Amendment thereto, dated as of February 28, 2007 and effective as of March 15, 2007, as further amended by the Second Amendment thereto, dated as of October 23, 2008 and effective as of October 31, 2008 and as further amended by the Third Amendment thereto, dated as of September 28, 2009 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among GANNETT CO., INC., a Delaware corporation ("Gannett"), the several banks and other financial institutions parties to the Credit Agreement (the "Lenders"), BANK OF AMERICA, N.A., as administrative agent (in such capacity, the "Administrative Agent"), JPMORGAN CHASE BANK, N.A., as syndication agent, and BARCLAYS BANK PLC, as documentation agent, and Banc of America Securities LLC and J.P.Morgan Securities Inc. as joint lead arrangers and joint bookrunners.

W I T N E S S E T H:

WHEREAS, Gannett has requested certain amendments to the Credit Agreement;

WHEREAS, the parties are willing to consent to the requested amendments on the terms and conditions contained herein;

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

2. Amendments to Section 1.1. Section 1.1 of the Credit Agreement is hereby amended by adding the following definitions, in proper alphabetical order, as follows:

"Fourth Amendment": the Fourth Amendment to the Agreement dated as of August 25, 2010, among Gannett, the Lenders and the Administrative Agent.

"Fourth Amendment Arranger": J.P. Morgan Securities Inc., solely in its capacity as arranger of the Fourth Amendment.

"Fourth Amendment Effective Date": the date on which the conditions precedent set forth in paragraph 5 of the Fourth Amendment shall have been satisfied or waived.

3. Amendment to Section 6.5 ("Indebtedness"). Clause (i) of Section 6.5(b) of the Credit Agreement is hereby amended in its entirety as follows:

> "(i) permit any Guarantor to, directly or indirectly, create, issue, incur, assume, become liable in respect of or suffer to exist any Indebtedness, except (A) unsecured Indebtedness, the proceeds of which are used to refinance any of Gannett's bonds having a maturity date earlier than the Five-Year Termination Date, (B) Indebtedness among Gannett and one or more Guarantors, or among Guarantors, in each case that is contractually subordinated to the Obligations and (C) Indebtedness other than Indebtedness of a type specified in clauses (A) or (B) of this paragraph (i) in an aggregate principal not to exceed $1,443,429,000 at any one time outstanding; or"

4. Amendment to Article VIII. Article VIII ("The Administrative Agent") of the Credit Agreement is amended by adding a new Section 8.11 ("Fourth Amendment Arranger") as follows:

> Section 8.11 Fourth Amendment Arranger. The rights, privileges, protections, immunities and benefits given to the Administrative Agent, including without limitation its right to be indemnified, are extended to, and shall be enforceable by, J.P. Morgan Securities Inc., solely in its capacity as Fourth Amendment Arranger, on an equivalent basis, as applicable, as the Administrative Agent.

5. Effectiveness. This Amendment shall become effective as of the date (the "Fourth Amendment Effective Date") on which J.P. Morgan Securities Inc., as arranger of this Fourth Amendment (the "Fourth Amendment Arranger") shall have received counterparts hereof duly executed by (i) Gannett, (ii) the Administrative Agent and (iii) Lenders constituting Required Lenders.

6. Representations and Warranties. Gannett hereby represents and warrants that, on and as of the Fourth Amendment Effective Date, after giving effect to this Amendment:

(a) No Default or Event of Default has occurred and is continuing; and

(b) Each of the representations and warranties of Gannett in the Credit Agreement and this Amendment is true and correct in all material respects, as if made on and as of the date hereof; and since December 27, 2009 there has been no Material change in the business or financial condition of Gannett and its Subsidiaries taken as a whole that has not been publicly disclosed.

7. Continuing Effect. Except as expressly amended hereby, the Credit Agreement shall continue to be and shall remain in full force and effect in accordance with its terms. From and after the date hereof, all references in the Credit Agreement thereto shall be to the Credit Agreement as amended hereby.

8. Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

9. Headings. Section headings used in this Amendment are for convenience of reference only, are not part of this Amendment and are not to affect the constructions of, or to be taken into consideration in interpreting, this Amendment.

10. GOVERNING LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

11. Expenses. Gannett agrees to pay or reimburse each of the Administrative Agent and the Fourth Amendment Arranger for all of their reasonable out-of-pocket costs and expenses incurred in connection with the preparation, negotiation and execution of this Amendment, including, without limitation, the reasonable fees and disbursements of counsel to the Administrative Agent and Fourth Amendment Arranger.

[Remainder of page intentionally left blank]

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

GANNETT CO., INC.

By: /s/ Michael A. Hart
Name: Michael A. Hart
Title: Vice President & Treasurer

BANK OF AMERICA, N.A., as Administrative Agent

By: /s/ Antonika Thomas
Name: Antonika (Toni) Thomas
Title: Assistant Vice President

Consented to and agreed:

J.P. MORGAN SECURITIES INC.,
as Fourth Amendment Arranger

By: /s/ David Mallett
Name: David Mallett
Title: Managing Director

Bank of America, N.A.
[NAME OF LENDER], as a Lender

By: /s/ Peter van der Horst
Name: Peter van der Horst
Title: Senior Vice President

Signature page to Fourth Amendment to Credit Agreement

Bank of Hawaii

[NAME OF LENDER], as a Lender

By: /s/ Marc Adelberger

Name: Marc Adelberger

Title: Vice President

Signature page to Fourth Amendment to Credit Agreement

The Bank of Tokyo-Mitsubishi UFJ, Ltd.
New York Branch
[NAME OF LENDER], as a Lender

By: /s/ G. Stoecklein
Name: G. Stoecklein
Title: Authorized Signatory

Signature page to Fourth Amendment to Credit Agreement

Barclays Bank PLC
[NAME OF LENDER], as a Lender

By: /s/ Noam Azachi
Name: Noam Azachi
Title: Assistant Vice President

Signature page to Fourth Amendment to Credit Agreement

Citibank, N.A.
[NAME OF LENDER], as a Lender

By: /s/ Elizabeth Gonzalez
Name: Elizabeth Minnella Gonzalez
Title: Vice President and Director

Signature page to Fourth Amendment to Credit Agreement

Comerica Bank

[NAME OF LENDER], as a Lender

By: /s/ Blake Arnett

Name: Blake Arnett

Title: Vice President

Signature page to Fourth Amendment to Credit Agreement

Fifth Third Bank
[NAME OF LENDER], as a Lender

By: /s/ Randolph J. Steirer
Name: Randolph J. Steirer
Title: Vice President

Signature page to Fourth Amendment to Credit Agreement

First Hawaiian Bank
[NAME OF LENDER], as a Lender

By: /s/ Jeffrey N. Higashi
Name: Jeffrey N. Higashi
Title: Senior Vice President

Signature page to Fourth Amendment to Credit Agreement

JPMorgan Chase Bank, N.A.

[NAME OF LENDER], as a Lender

By: /s/ Peter B. Thauer

Name: Peter B. Thauer

Title: Executive Director

Signature page to Fourth Amendment to Credit Agreement

Lloyds TSB Bank, plc
[NAME OF LENDER], as a Lender

By: /s/ Windsor Davies
Name: Windsor Davies
Title: Managing Director, Corporate Banking

By: /s/ Deborah Carlson
Name: Deborah Carlson
Title: Senior vice President, Corporate Banking

Signature page to Fourth Amendment to Credit Agreement

Mizuho Corporate Bank, Ltd.
[NAME OF LENDER], as a Lender

By: /s/ Raymond Ventura
Name: Raymond Ventura
Title: Deputy General Manager

Signature page to Fourth Amendment to Credit Agreement

The Northern Trust Company
[NAME OF LENDER], as a Lender

By: /s/ Lisa McDermott
Name: Lisa McDermott
Title: Vice President

Signature page to Fourth Amendment to Credit Agreement

Suntrust Bank
[NAME OF LENDER], as a Lender

By: /s/ Michael Vegh
Name: Michael Vegh
Title: Director

Signature page to Fourth Amendment to Credit Agreement

US Bank National Association

[NAME OF LENDER], as a Lender

By: /s/ Steven L. Sawyer

Name: Steven L. Sawyer

Title: Vice President

Signature page to Fourth Amendment to Credit Agreement

EXHIBIT 31-1

CERTIFICATIONS

I, Craig A. Dubow, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Gannett Co., Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s third fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors:

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: November 1, 2010

/s/ Craig A. Dubow

Craig A. Dubow
Chairman and Chief Executive Officer (principal executive officer)

EXHIBIT 31-2

CERTIFICATIONS

I, Gracia C. Martore, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Gannett Co., Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s third fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors:

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: November 1, 2010

/s/ Gracia C. Martore

Gracia C. Martore
President, Chief Operating Officer and Chief Financial Officer (principal financial officer)

EXHIBIT 32-1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Gannett Co., Inc. (“Gannett”) on Form 10-Q for the quarter ended September 26, 2010 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Craig A. Dubow, chairman and chief executive officer of Gannett, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) the Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Gannett.

/s/ Craig A. Dubow
Craig A. Dubow
Chairman and Chief Executive Officer (principal executive officer)

November 1, 2010

EXHIBIT 32-2

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Gannett Co., Inc. ("Gannett") on Form 10-Q for the quarter ended September 26, 2010 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Gracia C. Martore, president, chief operating officer and chief financial officer of Gannett, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) the Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Gannett.

/s/ Gracia C. Martore
Gracia C. Martore
President, Chief Operating Officer and Chief Financial Officer (principal financial officer)

November 1, 2010