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

FORM 8-K

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

Date of Report (date of earliest event reported):
May 23, 2006

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

Delaware	**1-6961**	**16-0442930**
(State or Other Jurisdiction of Incorporation or Organization of Registrant)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

7950 Jones Branch Drive, McLean, Virginia	**22107-0910**
(Address of principal executive offices)	**(Zip Code)**

(703) 854-6000
(Registrant's telephone number, including area code)

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

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 8.01. Other Events.

On May 23, 2006, Gannett Co., Inc. (the "Company") entered into an underwriting agreement with Banc of America Securities LLC, Barclays Capital Inc. and J. P. Morgan Securities Inc., as representatives of the several underwriters, in connection with a proposed public offering of $750,000,000 of the Company's floating rate notes due May 26, 2009 and $500,000,000 of the Company's 5.75% notes due June 1, 2011. The closing of the offering is expected to occur on May 26, 2006. A copy of the underwriting agreement is filed as an exhibit to this report.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits

See Index to Exhibits attached hereto.

SIGNATURE

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

Gannett Co., Inc.

Date: May 25, 2006

By: /s/ Todd A. Mayman
Todd A. Mayman
Vice President, Associate General Counsel and Secretary

INDEX TO EXHIBITS

Exhibit No.	Description
1.1	Underwriting Agreement, dated May 23, 2006, by and among the Company and Banc of America Securities LLC, Barclays Capital Inc. and J. P. Morgan Securities Inc, as representatives of the several underwriters (the "Underwriting Agreement").
4.1	Form of Fifth Supplemental Indenture between the Company and Wells Fargo Bank, National Association, as Successor Trustee.
4.2	Form of Floating Rate Note due 2009.
4.3	Form of 5.75% Note due 2011.
5.1	Opinion of Nixon Peabody LLP regarding the legality of the Notes offered pursuant to the Underwriting Agreement.
12.1	Statement Regarding Computation of Ratio of Earnings to Fixed Charges.
23.1	Consent of Nixon Peabody LLP (included in Exhibit 5.1).

Exhibit 1.1

EXECUTION VERSION

$ 1,250,000,000

GANNETT CO., INC.

$750,000,000 Floating Rate Notes due 2009
$500,000,000 5.750% Notes due 2011

Underwriting Agreement

May 23, 2006

Banc of America Securities LLC
Barclays Capital Inc.
J.P. Morgan Securities Inc.
As Representatives of the
several Underwriters listed
in Schedule 1 hereto
c/o J.P. Morgan Securities Inc.
270 Park Avenue
New York, New York 10017

Ladies and Gentlemen:

Gannett Co., Inc., a Delaware corporation (the "Company"), proposes to issue and sell to the several Underwriters listed in Schedule 1 hereto (the "Underwriters"), for whom you are acting as representatives (the "Representatives"), $750,000,000 aggregate principal amount of its Floating Rate Notes due 2009 (the "Floating Rate Notes") and $500,000,000 aggregate principal amount of its 5.750% Notes due 2011 (the "2011 Notes," and together with the Floating Rate Notes, the "Securities"). The Securities will be issued pursuant to the Indenture dated as of March 1, 1983 between the Company and Citibank, N.A., as trustee (the "Trustee"), as amended by the First Supplemental Indenture dated as of November 5, 1986, the Second Supplemental Indenture dated as of June 1, 1995, the Third Supplemental Indenture dated as of March 14, 2002, the Fourth Supplemental Indenture dated as of June 16, 2005 and by the Fifth Supplemental Indenture to be dated as of May 26, 2006 (together, the "Indenture").

The Company hereby confirms its agreement with the several Underwriters concerning the purchase and sale of the Securities, as follows:

1. Registration Statement. The Company has prepared and filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Securities Act"), a registration statement on Form S-3 (File No. 333-85430), including a prospectus, relating to the Securities. Such registration statement, as amended to and including the date of this Agreement, including the information, if any, deemed pursuant to Rule 430A or 430B under the Securities Act to be part of the registration statement at the time of its effectiveness ("Rule 430 Information"), is referred to herein as the "Registration Statement"; and as used herein, the term "Basic Prospectus" means the base prospectus filed as part of the Registration Statement in the form in which it has most recently been filed with the Commission on or prior to the date of this Agreement, the term "Preliminary Prospectus" means the Basic Prospectus, as supplemented by any preliminary prospectus supplement used in connection with offers of the Securities and filed with the Commission pursuant to Rule 424(b) under the Securities Act, and the term "Prospectus" means the prospectus in the form first used (or made available upon request of purchasers pursuant to Rule 173 under the Securities Act) in connection with confirmation of sales of the Securities. Any reference in this Agreement to the Registration Statement, the Basic Prospectus, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act, as of the effective date of the Registration Statement or the date of such Preliminary Prospectus or the Prospectus, as the case may be, and any reference to "amend", "amendment" or "supplement" with respect to the Registration Statement, the Basic Prospectus, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents filed after such date under the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Exchange Act") that are deemed to be incorporated by reference therein. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Registration Statement and the Prospectus.

At or prior to the time when sales of the Securities were first made (the "Time of Sale"), the Company had prepared the following information (collectively, the "Time of Sale Information"): a Preliminary Prospectus dated May 23, 2006, and each "free-writing prospectus" (as defined pursuant to Rule 405 under the Securities Act) listed on Annex B hereto.

2. Purchase of the Securities by the Underwriters. (a) The Company agrees to issue and sell the Securities to the several Underwriters as provided in this Agreement, and each Underwriter, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, agrees, severally and not jointly, to purchase from the Company the respective principal amount of Securities set forth opposite such Underwriter's name in Schedule 1 hereto at a price equal to 99.750% of the principal amount thereof in the case of the Floating Rate Notes and 99.014% of the principal amount thereof in the case of the 2011 Notes, in each case plus accrued interest, if any, from May 26, 2006 to the Closing Date (as defined below). The Company will not be obligated to deliver any of the Securities except upon payment for all the Securities to be purchased as provided herein.

(b) The Company has been advised by the Underwriters that they intend to make a public offering of the Securities as soon after the effectiveness of this Agreement as in the judgment of the Representatives is advisable, and initially to offer the Securities on the terms set forth in the Time of Sale Information. The Company acknowledges and agrees that the Underwriters may offer and sell Securities to or through any affiliate of an Underwriter and that any such affiliate may offer and sell Securities purchased by it to or through any Underwriter.

(c) Payment for and delivery of the Securities will be made at the offices of Simpson Thacher & Bartlett LLP at 10:00 A.M., New York City time, on May 26, 2006, or at such other time or place on the same or such other date, not later than the fifth business day thereafter, as the Representatives and the Company may agree upon in writing. The time and date of such payment and delivery is referred to herein as the "Closing Date".

(d) Payment for the Securities shall be made by wire transfer in immediately available funds to the account(s) specified by the Company to the Representatives against delivery to the nominee of The Depository Trust Company, for the account of the Underwriters, of one or more global notes representing the Securities (collectively, the "Global Notes"). The Global Notes will be made available for inspection by the Representatives not later than 2:00 P.M., New York City time, on the business day prior to the Closing Date.

(e) The Company acknowledges and agrees that the Underwriters are acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the offering of Securities contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other person. Additionally, neither the Representatives nor any other Underwriter is advising the Company or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Underwriters shall have no responsibility or liability to the Company with respect thereto. Any review by the Underwriters of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Company.

3. Representations and Warranties of the Company. The Company represents and warrants to each Underwriter that:

(a) *Preliminary Prospectus.* Each Preliminary Prospectus, if any, filed pursuant to Rule 424 under the Securities Act complied when so filed in all material respects with

the Securities Act; provided that the Company makes no representation and warranty with respect to any statements or omissions made in reliance upon and in conformity with information furnished to the Company in writing by any Underwriter through a Representative expressly for use in any Preliminary Prospectus.

(b) *Time of Sale Information*. The Time of Sale Information, at the Time of Sale did not, and at the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation and warranty with respect to any statements or omissions made in reliance upon and in conformity with information furnished to the Company in writing by any Underwriter through a Representative expressly for use in such Time of Sale Information.

(c) *Issuer Free Writing Prospectus*. Other than the Preliminary Prospectus and the Prospectus, the Company (including its agents and representatives, other than the Underwriters in their capacity as such) has not made, used, prepared, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any "written communication" (as defined in Rule 405 under the Securities Act) that constitutes an offer to sell or solicitation of an offer to buy the Securities (each such communication by the Company or its agents and representatives (other than a communication referred to in clause (i) below) an "Issuer Free Writing Prospectus") other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the Securities Act or Rule 134 under the Securities Act or (ii) the documents listed on Annex B.

(d) *Registration Statement and Prospectus.* The Registration Statement has become effective. The Registration Statement and the Prospectus comply and, as amended or supplemented, if applicable, will comply in all material respects with the Securities Act; the Registration Statement and the Prospectus do not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit a material fact necessary to make the statements therein, in the light of the circumstances under which they were made in the case of the Prospectus, not misleading; each part of the Registration Statement (including the documents incorporated by reference therein) filed with the Commission pursuant to the Securities Act relating to the Securities, when such part became effective or was filed, did not contain any untrue statement of a material fact or omit a material fact required to be stated therein or necessary to make the statements therein not misleading; provided that the Company makes no representation and warranty with respect to statements or omissions in the Registration Statement, any Preliminary Prospectus or the Prospectus based upon information furnished to the Company in writing by any Underwriter through a Representative expressly for use therein.

(e) *Incorporated Documents.* The documents incorporated by reference in each of the Registration Statement, the Prospectus and the Time of Sale Information, when each such document became effective or was filed with the Commission, as the case

may be, complied in all material respects with the Exchange Act and, except as otherwise disclosed to the Representatives, no order directed to any document incorporated by reference in the Registration Statement, the Prospectus or the Time of Sale Information has been issued.

(f) *Financial Statements.* The financial statements filed as part of or incorporated by reference in each of the Registration Statement, the Time of Sale Information and the Prospectus present fairly, or (in the case of any amendment or supplement to any such document, or any material incorporated by reference in any such document, filed with the Commission after the date as of which this representation is being made) will present fairly, at all times during the Prospectus Delivery Period, the financial condition and results of operations of the entities purported to be shown thereby, at the dates and for the periods indicated, and have been, and (in the case of any amendment or supplement to any such document, or any material incorporated by reference in any such document, filed with the Commission after the date as of which this representation is being made) will be at all times during the Prospectus Delivery Period prepared in conformity with generally accepted accounting principles.

(g) *No Material Adverse Change.* Except as described in or contemplated by each of the Registration Statement, the Time of Sale Information and the Prospectus, there has not been any material adverse change in, or any adverse development which materially affects, the business, properties, financial condition or results of operations of the Company and its subsidiaries taken as a whole from the dates as of which information is given in each of the Registration Statement, the Time of Sale Information and the Prospectus.

(h) *Organization and Good Standing.* The Company and each of its subsidiaries have been duly incorporated, are validly existing and in good standing under the laws of their respective jurisdictions of incorporation, are duly qualified to do business and are in good standing in each jurisdiction in which their respective ownership of property or the conduct of their respective businesses requires such qualification and where the failure to be so qualified would materially adversely affect the financial condition of the Company and its subsidiaries taken as a whole, and have corporate power and authority necessary to own or hold their respective properties and to conduct the businesses in which they are engaged.

(i) *The Indenture and the Securities.* On the Closing Date, the Indenture will have been validly authorized, executed and delivered by the Company and will constitute the legally binding obligation of the Company enforceable against the Company in accordance with its terms; the Securities will have been validly authorized and, upon payment therefor as provided in this Agreement, will be validly issued and outstanding, and will constitute legally binding obligations of the Company enforceable against the Company in accordance with their terms and entitled to the benefits of the Indenture. The Indenture and the Securities will conform to the descriptions thereof contained in the Registration Statement, the Time of Sale Information and the Prospectus.

(j) *No Violation or Default.* Neither the Company nor any of its subsidiaries is (i) in violation of its corporate charter or by-laws; or (ii) in default under any agreement, indenture or instrument, the effect of which violation or default in any such case would be material to the Company and its subsidiaries taken as a whole.

(k) *No Conflicts.* The execution, delivery and performance of this Agreement and the compliance by the Company with the provisions of the Securities and the Indenture will not conflict with, result in the creation or imposition of any lien, charge or encumbrance upon any of the assets of the Company or any of its subsidiaries pursuant to the terms of, or constitute a default under, any agreement, indenture or instrument, or result in a violation of the corporate charter or by-laws of the Company or any of its subsidiaries or any order, rule or regulation of any court or governmental agency having jurisdiction over the Company, any of its subsidiaries or their respective properties.

(l) *No Consents Required*. Except as required by the Securities Act, the Trust Indenture Act of 1939, as amended, the Exchange Act and the applicable state securities or Blue Sky laws, no consent, authorization or order of, or filing or registration with, any court or governmental agency is required for the execution, delivery and performance by the Company of this Agreement and the Indenture.

(m) *Legal Proceedings.* Except as described in the Registration Statement, the Time of Sale Information and the Prospectus, there is no material litigation or governmental proceeding pending or, to the knowledge of the Company, threatened against the Company or any of its subsidiaries which might result in any material adverse change in the financial condition, results of operations or business of the Company and its subsidiaries taken as a whole or which is required to be disclosed in the Registration Statement, the Time of Sale Information or the Prospectus.

(n) *Independent Accountants.* All of the accountants whose reports are incorporated by reference in the Prospectus are independent public accountants as required by the Securities Act.

(o) *Disclosure Controls*. The Company and its subsidiaries maintain an effective system of "disclosure controls and procedures" (as defined in Rule 13a-15(e) of the Exchange Act) that is designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure. The Company and its subsidiaries have carried out evaluations of the effectiveness of their disclosure controls and procedures as required by Rule 13a-15 of the Exchange Act.

(p) *Accounting Controls.* The Company and its subsidiaries maintain systems of "internal control over financial reporting" (as defined in Rule 13a-15(f) of the Exchange Act)

that comply with the requirements of the Exchange Act and have been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons performing similar functions, 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, including, but not limited to internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as disclosed in the Registration Statement, the Time of Sale Information and the Prospectus, there are no material weaknesses in the Company's internal controls.

(q) *Status under the Securities Act*. The Company is not an ineligible issuer and is a well-known seasoned issuer, in each case as defined under the Securities Act, in each case at the times specified in the Securities Act, in connection with the offering of the Securities.

4. Further Agreements of the Company. The Company covenants and agrees with each Underwriter that:

(a) *Required Filings.* Until the termination of the offering of the Securities, the Company will file any Issuer Free Writing Prospectus to the extent required by Rule 433 under the Securities Act; and will timely file all documents, and any amendments to previously filed documents, required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act.

(b) *Delivery of Copies.* The Company will deliver, without charge, (i) to the Representatives, as many copies of the Registration Statement, only one of which need include exhibits and materials, if any, incorporated by reference therein, as the Representatives may reasonably request and (ii) during the Prospectus Delivery Period (as defined below), as many copies of the Prospectus (including all amendments and supplements thereto and documents incorporated by reference therein) and each Issuer Free Writing Prospectus as the Representatives may reasonably request. As used herein, the term "Prospectus Delivery Period" means such period of time after the commencement of the public offering of the Securities as in the opinion of counsel for the Underwriters a prospectus relating to the Securities is required by law to be delivered (or required to be delivered but for Rule 172 under the Securities Act) in connection with sales of the Securities by any Underwriter or dealer.

(c) *Amendments or Supplements; Issuer Free Writing Prospectuses.* Before using, authorizing, approving, referring to or filing any Issuer Free Writing Prospectus, and before amending or supplementing the Registration Statement, the Time of Sale Information or the Prospectus with respect to the Securities, the Company will furnish to

the Representatives and counsel for the Underwriters with copies of any such documents a reasonable amount of time prior to such proposed filing or use, as the case may be, and will not file or use any such document to which the Representatives or counsel for the Underwriters shall reasonably object in writing or orally, promptly confirmed in writing. If the Company files any Issuer Free Writing Prospectus, the Company will advise the Representatives promptly when any such Issuer Free Writing Prospectus has been filed.

(d) *Notice to the Representatives.* The Company will advise the Representatives promptly, (i) when any post-effective amendment to the Registration Statement relating to or covering the Securities becomes effective; (ii) of any request or proposed request by the Commission for any amendment or supplement to the Registration Statement or to any Prospectus (insofar as the amendment or supplement relates to or covers the Securities); (iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any order directed to any Prospectus or any document incorporated therein by reference or the initiation or threat of any stop order proceeding or pursuant to Section 8A of the Securities Act or of any challenge to the accuracy or adequacy of any document incorporated by reference in any Prospectus (insofar as any such issuance or challenge relates to or covers the Securities); (iv) of the happening of any event which makes untrue any statement of a material fact made in the Registration Statement or any Prospectus, the Time of Sale Information or any Issuer Free Writing Prospectus or which requires the making of a change in the Registration Statement or any Prospectus, the Time of Sale Information or any Issuer Free Writing Prospectus in order to make any material statement therein not misleading (insofar as the Registration Statement or Prospectus, the Time of Sale Information or any Issuer Free Writing Prospectus relates to or covers the Securities); and (v) of the receipt by the Company of any notice with respect to any suspension of the qualification of the Securities for sale in any jurisdiction or the initiation or threat of any proceeding for such purpose. If, during the Prospectus Delivery Period, the Commission shall issue a stop order suspending the effectiveness of the Registration Statement, the Company will make every reasonable effort to obtain the lifting of that order at the earliest possible time.

(e) *Ongoing Compliance.* (1) If, during the Prospectus Delivery Period (i) any event shall occur as a result of which the Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit a material fact necessary to make the statements therein, in the light of the circumstances then existing, not misleading or (ii) it is necessary to amend or supplement the Prospectus to comply with law, forthwith at its own expense, the Company will amend or supplement the Prospectus and furnish such amendment or supplement to the Underwriters, so as to correct such statement or omission or effect such compliance. If at any time prior to the Closing Date (i) any event shall occur or condition shall exist as a result of which the Time of Sale Information as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances, not misleading or (ii) it is necessary to amend or supplement the Time of Sale Information to comply with law, the

Company will immediately notify the Underwriters thereof and forthwith prepare and, subject to paragraph (c) above, file with the Commission (to the extent required) and furnish to the Underwriters and to such dealers as the Representatives may designate, such amendments or supplements to the Time of Sale Information as may be necessary so that the statements in the Time of Sale Information as so amended or supplemented will not, in the light of the circumstances, be misleading or so that the Time of Sale Information will comply with law.

(f) *Blue Sky Compliance.* The Company will qualify the Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Representatives shall reasonably request and will pay all expenses (including fees and disbursements of counsel) in connection with such qualification and in connection with the determination of the eligibility of the Securities for investment under the laws of such jurisdictions as the Representatives may designate.

(g) *Earning Statement.* The Company will make generally available to its security holders as soon as practicable an earning statement covering a twelve-month period beginning after the date of this Agreement, which shall satisfy the provisions of Section 11(a) of the Securities Act.

(h) *Clear Market.* During the period beginning on the date hereof and continuing to and including the earlier of (i) the date of notice to the Company by the Representatives of the termination of trading restrictions, if any, with respect to the Securities imposed by any agreement among Underwriters or (ii) the Closing Date, not to offer, sell, contract to sell or otherwise dispose of any debt securities of the Company substantially similar to the Securities, without the prior written consent of the Representatives.

(i) *Record Retention*. The Company will, pursuant to reasonable procedures developed in good faith, retain copies of each Issuer Free Writing Prospectus that is not filed with the Commission in accordance with Rule 433 under the Securities Act.

5. Certain Agreements of the Underwriters. Each Underwriter hereby represents, warrants, covenants and agrees that

(a) It has not and will not use, authorize use of, refer to, or participate in the planning for use of, any “free writing prospectus”, as defined in Rule 405 under the Securities Act (which term includes use of any written information furnished to the Commission by the Company and not incorporated by reference into the Registration Statement and any press release issued by the Company) other than (i) a free writing prospectus that, solely as a result of use by such Underwriter, would not trigger an obligation to file such free writing prospectus with the Commission pursuant to Rule 433, (ii) any Issuer Free Writing Prospectus listed on Annex B or prepared pursuant to Section 3(c) or Section 4(c) above, or (iii) any free writing prospectus prepared by such underwriter and approved by the Company in advance in writing (each such free writing prospectus referred to in clauses (i) or (iii), an “Underwriter Free Writing Prospectus”).

(b) It has not and will not distribute any Underwriter Free Writing Prospectus referred to in clause (a)(i) in a manner reasonably designed to lead to its broad unrestricted dissemination.

(c) It has not and will not, without the prior written consent of the Company, use any free writing prospectus that contains the final terms of the Securities unless such terms have previously been included in a free writing prospectus (i) filed with the Commission or (ii) that is a final pricing term sheet substantially in the form of Annex C-1 or C-2 hereto prepared by such Underwriter and approved verbally or in written form (including by electronic means) by the Company in advance (which approval the Company agrees to provide as soon as practically possible); *provided further* that any Underwriter using such term sheet shall notify the Company, and provide a copy of such term sheet to the Company, prior to, or substantially concurrently with, the first use of such term sheet.

(d) It will, pursuant to reasonable procedures developed in good faith, retain copies of each free writing prospectus used or referred to by it, in accordance with Rule 433 under the Securities Act.

(e) It is not subject to any pending proceeding under Section 8A of the Securities Act with respect to the offering (and will promptly notify the Company if any such proceeding against it is initiated during the Prospectus Delivery Period).

If the Securities are offered outside of the United States, each Underwriter further agrees to make the representations and warranties to the Company as set forth in Schedule 2.

6. Conditions of Underwriters' Obligations. The obligation of each Underwriter to purchase Securities on the Closing Date as provided herein is subject to the following conditions:

(a) *Registration Compliance; No Stop Order.* No stop order suspending the effectiveness of the Registration Statement shall be in effect, and no proceeding for such purpose or pursuant to Section 8A under the Securities Act shall be pending before or threatened by the Commission.

(b) *Representations and Warranties*. The representations and warranties of the Company contained herein shall be true and correct in all material respects on the Closing Date; and the Company shall have complied with its agreements hereunder.

(c) *No Downgrade.* Subsequent to the execution and delivery of this Agreement, (i) no downgrading shall have occurred in the rating accorded the Securities or any other debt securities of the Company by any "nationally recognized statistical rating organization", as such term is defined by the Commission for purposes of Rule 436(g)(2) under the Securities Act and (ii) no such organization shall have publicly

announced that it has under surveillance or review its rating of the Securities or of any other debt securities of the Company (other than an announcement with positive implications of a possible upgrading, and no implication of a possible downgrading, of such rating).

(d) *No Material Adverse Change.* There shall have been no material adverse change (not in the ordinary course of business) in the financial condition of the Company and its subsidiaries, taken as a whole, from that set forth in the Registration Statement, the Time of Sale Information (excluding any amendment or supplement thereto) and the Prospectus (excluding any amendment or supplement thereto), the effect of which in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the terms and in the manner contemplated by this Agreement, the Time of Sale Information and the Prospectus.

(e) *Officer's Certificate*. The Representatives shall have received on and as of the Closing Date a certificate of an executive officer of the Company stating that (i) such officer has carefully examined the Registration Statement, the Time of Sale Information and the Prospectus and, in his opinion (a) as of the date of the Time of Sale Information, the Registration Statement, the Time of Sale Information and the Prospectus did not include any untrue statement of a material fact and did not omit a material fact required to be stated therein or necessary to make the statements therein not misleading; and (b) since the date of the Time of Sale Information, no event has occurred which should have been set forth in a supplement to or amendment of the Basic Prospectus or Prospectus which has not been set forth in such a supplement or amendment; and (ii) the representations, warranties and agreements of the Company in this Agreement are true and correct in all material respects as of the Closing Date; the Company has complied in all material respects with its agreements contained in this Agreement; and the conditions set forth in clauses (a) and (c) above have been fulfilled.

(f) *Comfort Letters*. On the Closing Date, the Representatives shall have received a letter dated the Closing Date, in form and substance satisfactory to the Representatives, from Ernst & Young LLP, independent public accountants (and, with respect to information concerning businesses acquired or to be acquired by the Company financial statements of which must be furnished in accordance with Rule 3-05 of Regulation S-X of the Commission, from such other independent or Company accountants as may be appropriate), containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in or incorporated by reference into the Registration Statement, the Time of Sale Information and the Prospectus and with respect to certain changes since the date of such financial statements and financial information.

(g) *Opinion of Counsel for the Company.* Todd A. Mayman, Esq., Vice President, Associate General Counsel and Secretary of the Company, and Nixon Peabody LLP, special counsel for the Company and at the request of the Company,

shall have furnished to the Representatives their written opinions, each dated the Closing Date and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives, to the effect set forth in Annex A-1 and A-2, respectively, hereto. Hogan & Hartson LLP, special counsel for the Company, shall have furnished to the Representatives their written opinion and a negative assurance letter, dated the Closing Date and addressed to the Underwriters, in substantially the form set forth as Annex A-3 and A-4, respectively.

(h) *Opinion of Counsel for the Underwriters.* The Representatives shall have received on and as of the Closing Date an opinion of Simpson Thacher & Bartlett LLP, counsel for the Underwriters, with respect to such matters as the Representatives may reasonably request.

7. Indemnification and Contribution.

(a) *Indemnification of the Underwriters.* The Company agrees to indemnify and hold harmless each Underwriter, each officer and director of such Underwriter, and each person, if any, who controls such Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities caused by (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) or any untrue statement or alleged untrue statement of a material fact contained in the Basic Prospectus, Prospectus (or any amendment or supplement thereto), any Issuer Free Writing Prospectus or any Time of Sale Information, or caused by an omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, in each case except to the extent that such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information furnished in writing to the Company by any Underwriter through a Representative expressly for use therein; *provided*, *however*, that the foregoing indemnity agreement with respect to the Preliminary Prospectus shall not inure to the benefit of any Underwriter from whom the person asserting any such losses, claims, damages or liabilities purchased Securities, or each officer and director of such Underwriter or any person controlling such Underwriter where it shall have been determined by a court of competent jurisdiction by final judgment that (i) prior to the Time of Sale the Company shall have notified such Underwriter that the Preliminary Prospectus contains an untrue statement of material fact or omits to state therein a material fact required to be stated therein in order to make the statements therein not misleading, (ii) such untrue statement or omission of a material fact was corrected in an amended or supplemented Preliminary Prospectus or, where permitted by law, an Issuer Free Writing Prospectus and such corrected Preliminary Prospectus or Issuer Free Writing Prospectus was provided to such Underwriter far enough in advance of the Time of Sale so that such corrected Preliminary Prospectus or Issuer Free Writing Prospectus could have been provided to such person prior to the Time of Sale, (iii) the Underwriter did not send or

give such corrected Preliminary Prospectus or Issuer Free Writing Prospectus to such person at or prior to the Time of Sale of the Securities to such person, and (iv) such loss, claim, damage or liability would not have occurred had the Underwriter delivered the corrected Preliminary Prospectus or Issuer Free Writing Prospectus to such person as provided for in clause (iii) above.

(b) *Indemnification of the Company.* Each Underwriter agrees to indemnify and hold harmless the Company, its directors, its officers who sign the Registration Statement and any person controlling the Company to the same extent as the foregoing indemnity from the Company to each Underwriter, but only with reference to information relating to such Underwriter furnished in writing by such Underwriter through a Representative expressly for use in the Registration Statement, the Basic Prospectus, the Prospectus (or any amendment or supplement thereto), any Issuer Free Writing Prospectus or any Time of Sale Information.

(c) *Notice and Procedures.* If any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to either of the two preceding paragraphs, such person (the "indemnified party") shall promptly notify the person against whom such indemnity may be sought (the "indemnifying party") in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party (who shall not, without the consent of the indemnified party, be counsel to the indemnifying party) to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel relating to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and the representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate firm for all such indemnified parties (in addition to local counsel). Such firm shall be designated in writing by the Representatives in the case of parties indemnified pursuant to the second preceding paragraph and by the Company in the case of parties indemnified pursuant to the first preceding paragraph. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent but, if settled with such counsel or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment.

(d) *Contribution.* If the indemnification provided for in this Section 7 is unavailable to an indemnified party under the second or third paragraphs hereof or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to

the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and of the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other in connection with the offering of the Securities shall be deemed to be in the same proportion as the total net proceeds from the offering of such Securities (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters in respect thereof. The relative fault of the Company on the one hand and of the Underwriters on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. No indemnifying party may enter into a settlement without the consent of the indemnified party unless it provides for the full release of such indemnified party from any and all claims relating to the subject matter of this Agreement.

(e) *Limitation on Liability.* The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation or by any other method of allocation which does not take account of the considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 7, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten and distributed to the public by such Underwriter were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriter's obligations to contribute pursuant to this Section 7 are several, in proportion to the respective principal amounts of Securities purchased by each of such Underwriters, and not joint.

8. Effectiveness of Agreement. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

9. Termination. This Agreement may be terminated in the absolute discretion of the Representatives, by notice to the Company, if after the execution and

delivery of this Agreement and prior to the Closing Date (i) trading in securities generally shall have been suspended or materially limited on the New York Stock Exchange or the over-the-counter market; (ii) trading of any securities issued or guaranteed by the Company shall have been suspended on any exchange or in any over-the-counter market; (iii) a general moratorium on commercial banking activities shall have been declared by federal or New York State authorities or there has occurred a material disruption in commercial banking or securities settlement or clearance services; (iv) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis, either within or outside the United States, that, in the judgment of the Representatives, is material and adverse and makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the terms and in the manner contemplated by this Agreement, the Time of Sale Information and the Prospectus; or (v) the representation in Section 3(b) is incorrect in any respect.

10. Defaulting Underwriter. (a) If, on the Closing Date, any Underwriter defaults on its obligation to purchase the Securities that it has agreed to purchase hereunder, the non-defaulting Underwriters may in their discretion arrange for the purchase of such Securities by other persons satisfactory to the Company on the terms contained in this Agreement. If, within 36 hours after any such default by any Underwriter, the non-defaulting Underwriters do not arrange for the purchase of such Securities, then the Company shall be entitled to a further period of 36 hours within which to procure other persons satisfactory to the non-defaulting Underwriters to purchase such Securities on such terms. If other persons become obligated or agree to purchase the Securities of a defaulting Underwriter, either the non-defaulting Underwriters or the Company may postpone the Closing Date for up to five full business days in order to effect any changes that in the opinion of counsel for the Company or counsel for the Underwriters may be necessary in the Registration Statement and the Prospectus or in any other document or arrangement, and the Company agrees to promptly prepare any amendment or supplement to the Registration Statement and the Prospectus that effects any such changes. As used in this Agreement, the term "Underwriter" includes, for all purposes of this Agreement unless the context otherwise requires, any person not listed in Schedule 1 hereto that, pursuant to this Section 10, purchases Securities that a defaulting Underwriter agreed but failed to purchase.

(b) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Company as provided in paragraph (a) above, the aggregate principal amount of such Securities that remains unpurchased does not exceed one-tenth of the aggregate principal amount of all the Securities, then the Company shall have the right to require each non-defaulting Underwriter to purchase the principal amount of Securities that such Underwriter agreed to purchase hereunder plus such Underwriter's pro rata share (based on the principal amount of Securities that such Underwriter agreed to purchase hereunder) of the Securities of such defaulting Underwriter or Underwriters for which such arrangements have not been made.

(c) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Company as provided in paragraph (a) above, the aggregate principal amount of such Securities that remains unpurchased exceeds one-tenth of the aggregate principal amount of all the Securities, or if the Company shall not exercise the right described in paragraph (b) above, then this Agreement shall terminate without liability on the part of the non-defaulting Underwriters. Any termination of this Agreement pursuant to this Section 10 shall be without liability on the part of the Company, except that the provisions of Section 7 hereof shall not terminate and shall remain in effect.

(d) Nothing contained herein shall relieve a defaulting Underwriter of any liability it may have to the Company or any non-defaulting Underwriter for damages caused by its default.

11. Payment of Expenses. (a) The Company covenants to pay the costs of printing this Agreement, the fees paid to rating agencies in connection with the rating of the Securities and all costs and expenses incident to the performance of the Company's obligations under this Agreement; provided that, except as provided otherwise herein, the Underwriters shall pay their own costs and expenses, including the fees and expenses of their counsel, any transfer taxes on the Securities which they may sell and the expenses of advertising any offering of the Securities made by the Underwriters.

(b) If (i) this Agreement is terminated pursuant to Section 9 (other than pursuant to clause (v) of Section 9 if the Company and the Underwriters subsequently enter into another agreement for the Underwriters to underwrite the same or substantially similar securities of the Company), (ii) the Company for any reason fails to tender the Securities for delivery to the Underwriters or (iii) the Underwriters decline to purchase the Securities for any reason permitted under this Agreement relating to the failure of the Company to perform any obligation or satisfy any condition applicable to it under this Agreement, the Company agrees to reimburse the Underwriters for all out-of-pocket costs and expenses (including the fees and expenses of their counsel) reasonably incurred by the Underwriters in connection with this Agreement and the offering contemplated hereby.

12. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and, to the extent provided in Section 7 hereof, the officers and directors and any controlling persons referred to therein, and the affiliates of each Underwriter referred to in Section 7 hereof. Nothing in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. No purchaser of Securities from any Underwriter shall be deemed to be a successor merely by reason of such purchase.

13. Survival. The respective indemnities, rights of contribution, representations, warranties and agreements of the Company and the Underwriters contained in this Agreement or made by or on behalf of the Company or the Underwriters pursuant to this

Agreement or any certificate delivered pursuant hereto shall survive the delivery of and payment for the Securities and shall remain in full force and effect, regardless of any termination of this Agreement or any investigation made by or on behalf of the Company or the Underwriters.

14. Certain Defined Terms. For purposes of this Agreement, (a) except where otherwise expressly provided, the term "affiliate" has the meaning set forth in Rule 405 under the Securities Act; (b) the term "business day" means any day other than a day on which banks are permitted or required to be closed in New York City; and (c) the term "subsidiary" has the meaning set forth in Rule 405 under the Securities Act.

15. Miscellaneous. (a) *Authority of the Representatives.* Any action by the Underwriters hereunder may be taken by the Representatives on behalf of the Underwriters, and any such action taken by the Representatives shall be binding upon the Underwriters.

(b) *Notices.* All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted and confirmed by any standard form of telecommunication. Notices to the Underwriters shall be given to the Representatives c/o:

Banc of America Securities LLC
40th West 57th Street, NY1-040-27-01
New York, New York 10019
(fax: 646-313-4803)
Attention: High Grade Transactions Management/Legal

Barclays Capital Inc.
200 Park Avenue
New York, New York 10166
Attention: Fixed Income Syndicate
(fax: 212-412- 7305)
with a copy to: Office of the General Counsel
(fax: 212-412-3040)

J.P. Morgan Securities Inc.
270 Park Avenue
New York, New York 10017
(fax: 212-834-6081)
Attention: Investment Grade Syndicate Desk.

Notices to the Company shall be given to it at 7950 Jones Branch Drive, McLean, Virginia 22107 (fax: 703-854-2031); Attention: Vice President, Associate General Counsel and Secretary.

(c) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(d) *Counterparts.* This Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument.

(e) *Amendments or Waivers.* No amendment or waiver of any provision of this Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

(f) *Headings.* The headings herein are included for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Agreement by signing in the space provided below.

Very truly yours,

GANNETT CO., INC.

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

Accepted: May 23, 2006

BANC OF AMERICA SECURITIES LLC

By /s/ Peter J. Carbone
Authorized Signatory

BARCLAYS CAPITAL INC.

By /s/ Mark Bamford
Authorized Signatory

J.P. MORGAN SECURITIES INC.

By /s/ Stephen L. Sheiner
Authorized Signatory

Each for itself and on behalf of the several Underwriters listed in Schedule 1 hereto.

Underwriter	Principal Amount of Floating Rate Notes to be Purchased	Principal Amount of 2011 Notes to be Purchased
Banc of America Securities LLC	$ 187,500,000	$ 125,000,000
Barclays Capital Inc.	$ 187,500,000	$ 125,000,000
J.P. Morgan Securities Inc.	$ 187,500,000	$ 125,000,000
Mitsubishi UFJ Securities International plc	$ 31,875,000	$ 21,250,000
SunTrust Capital Markets, Inc.	$ 31,875,000	$ 21,250,000
Citigroup Global Markets Inc.	$ 22,500,000	$ 15,000,000
Wachovia Capital Markets, LLC	$ 22,500,000	$ 15,000,000
Wells Fargo Securities, LLC	$ 18,750,000	$ 12,500,000
Daiwa Securities SMBC Europe Limited	$ 15,000,000	$ 10,000,000
Comerica Securities, Inc.	$ 11,250,000	$ 7,500,000
KeyBanc Capital Markets, a division of McDonald Investments Inc.	$ 11,250,000	$ 7,500,000
BNY Capital Markets, Inc.	$ 7,500,000	$ 5,000,000
Fifth Third Securities, Inc.	$ 7,500,000	$ 5,000,000
PNC Capital Markets LLC	$ 7,500,000	$ 5,000,000
Total	$ 750,000,000	$ 500,000,000

European Community

In relation to each Member State of the European Community that has implemented the Prospectus Directive (each, a "Relevant Member State"), each Underwriter represents and agrees that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") it has not made and will not make an offer of Securities to the public in that Relevant Member State prior to the publication of a prospectus in relation to the Securities that has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to and agreed by the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that it may, with effect from and including the Relevant Implementation Date make an offer of Securities to the public in that Relevant Member State at any time:

a) to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;

b) to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than EUR43,000,000 and (3) an annual net turnover of more than EUR50,000,000, as shown in its last annual or consolidated accounts; or

c) in any other circumstances which do not require the publication by the Company of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression "an offer of Securities to the public" in relation to any Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or to subscribe the Securities, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "Prospectus Directive" means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

United Kingdom

Each Underwriter represents and agrees that:

a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to

engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the "FSMA")) received by it in connection with the issue or sale of the Securities in circumstances in which Section 21 of the FSMA does not apply to the Company; and

b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Securities in, from or otherwise involving the United Kingdom.

[Form of Opinion of Counsel Of Todd A. Mayman]

To my knowledge, there is no litigation or any governmental proceeding pending or threatened against the Company or any of its subsidiaries which would affect the subject matter of the Underwriting Agreement or is required to be disclosed in the Registration Statement, the Time of Sale Information or Prospectus which is not disclosed and correctly summarized therein.

In rendering such opinion, such counsel may rely as to matters of fact on certificates of responsible officers of the Company and public officials that are furnished to the Underwriters.

The opinion of Todd A. Mayman described above shall be rendered to the Underwriters at the request of the Company and shall so state therein.

[Form of Opinion of Counsel of Nixon Peabody LLP]

Based upon and subject to the foregoing, and the other qualifications and limitations contained herein, we are of the opinion that:

(i) the Company has been duly incorporated, is validly existing and in good standing under the laws of the State of Delaware and, to our knowledge, is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction in which its ownership of property or the conduct of its businesses requires such qualification and where the failure to be so qualified would materially adversely affect the financial condition of the Company and its subsidiaries taken as a whole;

(ii) the Amended Indenture and the Fifth Supplemental Indenture have been duly and validly authorized, executed and delivered by the Company and constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms;

(iii) the Securities have been validly authorized and, when executed and authenticated in accordance with the provisions of the Amended Indenture and the Fifth Supplemental Indenture and delivered to and paid for by the Underwriters, will constitute valid and binding obligations of the Company, entitled to the benefits of the Amended Indenture and enforceable in accordance with their terms;

(iv) the Underwriting Agreement has been validly authorized, executed and delivered by the Company;

(v) the execution and delivery of the Underwriting Agreement by the Company and sale of the Securities as provided in the Underwriting Agreement will not result in any violation of (i) any law or regulation of the State of New York or Federal law of the United States of America which, in our experience, is normally applicable to transactions of the type contemplated by the Agreement, the Fifth Supplemental Indenture or the Securities, (ii) the certificate of incorporation or bylaws of the Company or (iii) to our knowledge, any of the agreements, instruments or indentures filed as exhibits to or incorporated by reference as exhibits in the Company's Annual Report on Form 10-K for the year ended December 25, 2005 or Quarterly Report on Form 10-Q for the quarter ended March 26, 2006, and no consent, approval or authorization of any governmental agency or authority (other than in connection or in compliance with the provisions of any state securities or Blue Sky laws, as to which we express no opinion) is required for the performance by the Company of the Underwriting Agreement;

(vi) the statements in the Prospectus under the captions "Description of the Notes," "U.S. Federal Income Taxation," "Description of Debt Securities," "Description of Warrants," and "Plan of Distribution," to the extent such statements constitute a summary of the documents referred to therein, fairly summarize, in all material respects, the documents referred to therein;

(vii) the Registration Statement has been declared effective under the Securities Act of 1933, as amended, and the Indenture has been qualified under the Trust Indenture Act of 1939, as amended, and no stop order suspending the effectiveness of the Registration Statement has been issued and, to our knowledge, no proceeding for that purpose is pending or threatened by the Commission; and

(viii) Each of the Registration Statement, as of its effective date, the Preliminary Prospectus and the Prospectus as of their respective dates (except for (1) the financial statements, notes thereto, and supporting schedules and other financial and accounting information and data included therein, as to which we express no opinion and (2) the documents incorporated by reference in the Prospectus, as to which we express no opinion) appeared on its face to be appropriately responsive, in all material respects, with the requirements of the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder.

With regard to the opinions expressed in paragraphs (ii) and (iii) above, we note that enforceability may be limited by or be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application affecting creditors' rights, by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or by law) or by an implied covenant of good faith and fair dealing. We note, in addition, that the availability of specific enforcement, injunctive relief or any other equitable remedy is subject to the discretion of the court before which any proceedings therefor may be brought and that certain courts may enforce the rights of a holder of the Securities only in circumstances and in a manner in which it is equitable and commercially reasonable to do so.

In rendering such opinion, such counsel may rely as to matters of fact on certificates of responsible officers of the Company and public officials.

The opinion of Nixon Peabody LLP described above shall be rendered to the Underwriters at the request of the Company and shall so state therein.

[Form of Opinion of Counsel of Hogan & Hartson LLP]

Based upon, subject to and limited by the limitations and qualifications set forth in the opinion letter, such counsel is of the opinion that each document filed pursuant to the Exchange Act incorporated by reference into the Registration Statement, the Preliminary Prospectus and the Prospectus (except for the financial statements and supporting schedules included therein, as to which such counsel expresses no opinion), at the time they were filed with the Securities and Exchange Commission (the "Commission"), complied as to form in all material respects with the requirements of the Exchange Act.

In rendering such opinion, such counsel may rely as to matters of fact on certificates of responsible officers of the Company and public officials.

The opinion of Hogan & Hartson LLP described above shall be rendered to the Underwriters at the request of the Company and shall so state therein.

Form of Negative Assurance Letter of Hogan & Hartson LLP

Such counsel confirms to the Representatives that, on the basis of the information such counsel gained in the course of performing the services referred to in the opinion letter, no facts have come to such counsel's attention that cause such counsel to believe that (a) the Registration Statement (including the Incorporated Documents and the Prospectus deemed to be a part thereof), as of the date of the Underwriting Agreement, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading, (b) the Time of Sale Information (including the Incorporated Documents), as of [_:__] (New York City time) on May __, 2006 (which the Representatives have informed such counsel is the time of the first sale of the Securities by any Underwriter), contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (c) the Prospectus (including the Incorporated Documents), as of its date or as of the date of this letter, contained or contains an untrue statement of a material fact or omitted or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, provided that in making such statements, such counsel does not express any belief with respect to the financial statements and supporting schedules and other financial or accounting information and data derived from such financial statements and schedules or the books and records of the Company contained or incorporated by reference in or omitted from the Registration Statement, the Time of Sale Information or the Prospectus.

a. Time of Sale Information

1. Term sheet containing the terms of the securities, substantially in the form of Annex C-1 or C-2.

Gannett Co., Inc.

Form of 3-Month LIBOR Floating Rate Pricing Term Sheet

Issuer:	Gannett Co., Inc.
Size:	$_____
Maturity:	_____ __, 20__
Coupon:	3 Month LIBOR Telerate plus .__%
Price to Public:	____% of face amount
Proceeds (Before Expenses) to Issuer:	$_____ (____%)
Interest Payment and Reset Dates:	_____, _____, _____ and _____, commencing _____, 2006
Day Count Convention	Actual/360
Trade Date:	_____ __, 2006
Settlement Date:	_____ __, 2006 (T+_)
Denominations	$1,000 x $1,000
[Ratings:	]
Underwriters:	Banc of America Securities LLC Barclays Capital Inc. J.P. Morgan Securities Inc. [other underwriters]

Note: A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling collect 1-212-834-4533.

Any disclaimer or other notice that may appear below is not applicable to this communication and should be disregarded. Such disclaimer or notice was automatically generated as a result of this communication being sent by Bloomberg or another email system.

Gannett Co., Inc.

Form of Pricing Term Sheet for 20— Notes

Issuer:	Gannett Co., Inc.
Size:	$_____
Security Type:	Senior Note
Maturity:	_____ __, 20__
Coupon:	____%
Price to Public:	____% of face amount
Yield to maturity:	____%
[Spread to Benchmark Treasury:	____%]
[Benchmark Treasury:]	_____]
[Benchmark Treasury Spot and Yield:	_____ _____%]
Proceeds (Before Expenses) to Issuer:	$_____ (____%)
Interest Payment Dates:	_____ and _____, commencing _____, 2006
Day Count Convention:	____/____
Trade Date:	_____ __, 2006
Settlement Date:	_____ __, 2006 (T+_)
Denominations	$1,000 x $1,000
[Ratings:	]
Underwriters:	Banc of America Securities LLC Barclays Capital Inc. J.P. Morgan Securities Inc. [other underwriters]

Note: A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling collect 1-212-834-4533.

Any disclaimer or other notice that may appear below is not applicable to this communication and should be disregarded. Such disclaimer or notice was automatically generated as a result of this communication being sent by Bloomberg or another email system.

Exhibit 4.1

FIFTH SUPPLEMENTAL INDENTURE

between

GANNETT CO., INC., Issuer

and

WELLS FARGO BANK, NATIONAL ASSOCIATION, Trustee

Dated as of May 26, 2006

FIFTH SUPPLEMENTAL INDENTURE (this "Fifth Supplemental Indenture"), dated as of May 26, 2006, between GANNETT CO., INC., a corporation duly organized and existing under the laws of the State of Delaware (the "Issuer"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee, a national banking association duly organized and existing under the laws of the United States of America ("Wells Fargo").

W I T N E S S E T H :

WHEREAS, certain capitalized terms used in this Fifth Supplemental Indenture which are not defined herein but are defined in the Indenture (as defined below) shall have the meaning ascribed to them in the Indenture;

WHEREAS, the Issuer and Citibank, N.A. ("Citibank") have executed and delivered heretofore an Indenture, dated as of March 1, 1983 (the "Indenture"), as amended and supplemented by a First Supplemental Indenture, dated as of November 5, 1986 (the "First Supplemental Indenture"), among the Issuer, Citibank and Sovran Bank, N.A. (now known as Bank of America, N.A.), a Second Supplemental Indenture dated as of July 1, 1995 (the "Second Supplemental Indenture"), among the Issuer, NationsBank, N.A. (now known as Bank of America, N.A.) and Crestar Bank ("Crestar") (now known as SunTrust Bank), a Third Supplemental Indenture, dated as of March 14, 2002 (the "Third Supplemental Indenture"), among the Issuer, and Wells Fargo Bank Minnesota, National Association (now known as Wells Fargo Bank, National Association), and a Fourth Supplemental Indenture, dated as of June 16, 2005 (the "Fourth Supplemental Indenture"), between the Issuer and Well Fargo Bank, National Association, pursuant to which the Issuer has issued and may issue, from time to time, one or more series of debt securities. (The term "Indenture" as used hereinafter refers to the Indenture as amended and supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, and the Fourth Supplemental Indenture);

WHEREAS, the Issuer shall issue two new series of debt securities, consisting of $750,000,000 aggregate principal amount of Floating Rate Notes due 2009 (the "Floating Rate Notes") and $500,000,000 aggregate principal amount of 5.75% Notes due 2011 (the "5.75% Notes", together with the Floating Rate Notes, the "Notes").

WHEREAS, in accordance with Section 6.14 of the Indenture, the Issuer has appointed Wells Fargo as trustee under the Indenture with respect to all such Notes issued pursuant to the Indenture;

WHEREAS, in accordance with Section 6.14 of the Indenture, Wells Fargo has accepted such appointment by the Issuer;

WHEREAS, pursuant to Section 8.4 of the Indenture, the Issuer has furnished Wells Fargo with an Opinion of Counsel and an Officer's Certificate as conclusive evidence that this Fifth Supplemental Indenture complies with the applicable provisions of the Indenture; and

WHEREAS, all things necessary to make this Fifth Supplemental Indenture a valid agreement of the Issuer and Wells Fargo have been done;

NOW THEREFORE, for and in consideration of the premises, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes as follows:

SECTION 1. CONFIRMATION OF APPOINTMENT.

(a) The Issuer hereby confirms the appointment, pursuant to Section 6.14 of the Indenture, of Wells Fargo as trustee under the Indenture with respect to each of the Issuer's $750,000,000 aggregate principal amount of Floating Rate Notes and $500,000,000 aggregate principal amount of 5.75% Notes.

(b) Wells Fargo hereby confirms its acceptance, pursuant to Section 6.14 of the Indenture, as trustee under the Indenture with respect to each of the Issuer's $750,000,000 aggregate principal amount of Floating Rate Notes and $500,000,000 aggregate principal amount of 5.75% Notes.

SECTION 2. CONFIRMATION OF RIGHTS, POWERS, TRUSTS AND DUTIES.

The Issuer and Wells Fargo hereby confirm that:

(a) The rights, powers, trusts and duties of Wells Fargo Bank, National Association (successor to Wells Fargo Bank Minnesota, National Association), as Trustee, with respect to the Issuer's $700,000,000 aggregate principal amount of 5.500% Notes due April 1, 2007 and $500,000,000 aggregate principal amount of 6.375% Notes due April 1, 2012 shall continue to be vested in Wells Fargo.

(b) The rights, powers, trusts and duties of Wells Fargo, as Trustee, with respect to the Issuer's $500,000,000 aggregate principal amount of 4.125% Notes due June 15, 2008 shall continue to be vested in Wells Fargo.

(c) Wells Fargo is vested with all the rights, powers, trusts and duties of a Trustee under the Indenture with respect to each of the Issuer's $750,000,000 aggregate principal amount of Floating Rate Notes and $500,000,000 aggregate principal amount of 5.75% Notes.

SECTION 3. ADDRESS OF THE ISSUER

With respect to the Notes, the first sentence of Section 11.4 of the Indenture is hereby amended to read as follows:

> "Any notice or demand which by any provision of this Indenture is required or permitted to be given or served by the Trustee or by the Holders of Securities to or on the Issuer may be given or served by being deposited postage prepaid, first class mail (except as otherwise specifically provided herein) addressed (until another address is filed by the Issuer with the Trustee) to Gannett Co., Inc. at 7950 Jones Branch Drive, McLean, VA 22107, Attention: Chief Financial Officer."

SECTION 4. DEFINITION OF BUSINESS DAY

Solely with respect to the Issuer's $750,000,000 aggregate principal amount of Floating Rate Notes, the definition of "Business Day" in Section 1.1 of the Indenture is hereby amended to read as follows:

> ""Business Day" means, with respect to the Issuer's $750,000,000 aggregate principal amount of Floating Rate Notes due 2009, a day in the city (or in any of the cities, if more than one) in which amounts are payable, as specified in the form of such Security, is not a day on which banking institutions are authorized by law or regulation to close, and on which dealings in deposits in U.S. Dollars are transacted on the London interbank market."

SECTION 5. PAYMENTS DUE NOT ON A BUSINESS DAY

Solely with respect to the Issuer's $750,000,000 aggregate principal amount of Floating Rate Notes, Section 11.6 of the Indenture is hereby amended by replacing the final period thereof with a semi-colon and adding the following proviso at the end thereof:

> "provided, however, that if the date of maturity of interest on the Securities (other than the date of the maturity of principal of the Securities) shall not be a Business Day and the next succeeding Business Day is in the following calendar month, then payment of interest shall not be made on such date or on the next succeeding Business Day, but shall be made on the preceding Business Day with the same force and effect as if made on the date of maturity of interest."

SECTION 6. NO UNDERTAKINGS OR REPRESENTATIONS.

Wells Fargo makes no undertakings or representations in respect of, and shall not be responsible in any manner whatsoever for and in respect of the validity or sufficiency of this Fifth Supplemental Indenture as an obligation of the Issuer or the proper authorization or the due execution hereof by the Issuer or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Issuer.

SECTION 7. CONFIRMATION OF INDENTURE.

Except as expressly supplemented hereby, the Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Indenture is in all respects hereby ratified and confirmed. This Fifth Supplemental Indenture and all its provisions shall be deemed a part of the Indenture in the manner and to the extent herein and therein provided.

SECTION 8. GOVERNING LAW.

This Fifth Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 9. COUNTERPARTS.

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 10. HEADINGS.

The headings contained herein are inserted for convenience only and shall not be used to construe or otherwise interpret the provisions hereof.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Supplemental Indenture to be duly executed, and the Issuer has caused its corporate seal to be hereunto affixed and attested, all as of the date first above written.

GANNETT CO., INC.

By: _____
Name: Michael A. Hart
Title: Vice President and Treasurer

[CORPORATE SEAL]

Attest:

By: _____
Name: Todd A. Mayman
Title: Vice President, Associate General Counsel and Secretary

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: _____
Name: Curtis H. Clicquennoi
Title: Vice President

Exhibit 4.2

REGISTERED $

FR-1____ CUSIP 364725 AF 8

GANNETT CO., INC.

Floating Rate Note Due 2009

GANNETT CO., INC., a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company"), for value received, hereby promises to pay to CEDE & CO. or registered assigns, at the office or agency of the Company in the Borough of Manhattan, The City of New York, the principal sum of SEVEN HUNDRED FIFTY MILLION DOLLARS ($750,000,000) on May 26, 2009, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest, quarterly on August 26, November 26, March 26 and May 26 of each year, commencing August 26, 2006, on said principal sum at said office or agency, in like coin or currency, at a floating rate of interest determined by the calculation agent as described below, from the date hereof until payment of said principal sum has been made or duly provided for; provided that payment of interest may be made at the option of the Company by check mailed to the address of the person entitled thereto as such address shall appear on the Security Register. The interest so payable on any August 26, November 26, March 26 or May 26 will be paid to the person in whose name this Note is registered at the close of business on the fifteenth calendar day preceding the interest payment date.

Reference is made to the further provisions of this Note set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Trustee under the Indenture referred to on the reverse hereof.

WITNESS the original or facsimile seal of the Company and the original or facsimile signatures of its duly authorized officers.

Dated: May 26, 2006

GANNETT CO., INC.

By: _____
Michael A. Hart
Vice President and Treasurer

[Corporate Seal]

Attest: _____
Todd A. Mayman, Vice President,
Associate General Counsel and Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated herein and referred to in the within-mentioned Indenture.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

[REVERSE OF NOTE]

GANNETT CO., INC.

Floating Rate Note Due 2009

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED OFFICER OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO OTHER ENTITY, AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

This Note is one of a duly authorized issue of debentures, notes, bonds or other evidences of indebtedness of the Company (hereinafter called the "Securities") of the series hereinafter specified, all issued or to be issued under and pursuant to an indenture dated as of March 1, 1983 (herein called the "Indenture"), as amended and supplemented, duly executed and delivered by the Company to Citibank, N.A., as trustee. The Indenture, as amended and supplemented, provides that the Company will appoint a trustee under the Indenture with respect to each new series of securities issued under the Indenture. The appointed trustee will serve with respect to only that series, unless the Company specifically appoints them to serve as trustee with respect to any preceding or succeeding series of securities. The Company has appointed Wells Fargo Bank, National Association to serve as trustee (the "Trustee") with respect to the Securities. Reference is hereby made to the Indenture and all indentures supplemental thereto for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders of the Securities. The Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest, if any, at different rates, may be subject to different redemption provisions (if any), may be subject to different sinking or analogous funds (if any) and may otherwise vary as in the Indenture provided. This Note is designated as the Floating Rate Notes due 2009 (the "Notes") of the Company, limited in the initial aggregate principal amount to $750,000,000, except as otherwise provided in the Indenture. The Company may, without the consent of the holders of the Notes, create and issue additional notes ranking equally with the Notes and otherwise similar in all respects, except for the issue price and issue date, so that such further notes shall be consolidated and form a single series with the Notes; provided that no additional notes be issued if an Event of Default has occurred with respect to the Notes. These Notes may not be redeemed prior to maturity. No sinking or purchase fund is provided for the Notes.

The Notes will bear interest at a rate of interest determined by the calculation agent. The calculation agent for this purpose is Wells Fargo Bank, National Association until such time as

the Company appoints a successor calculation agent. The interest rate on the Notes for each interest period will be a per annum rate equal to three-month LIBOR as determined on the relevant interest determination date plus 0.20%. The interest determination date for an interest period will be the second London business day preceding such interest period. A London business day is a day on which dealings in deposits in U.S. dollars are transacted in the London interbank market. Promptly upon determination, the calculation agent will inform the Trustee and the Company of the interest rate for the next interest period. Absent manifest error, the determination of the interest rate by the calculation agent shall be conclusive and binding on the Holders, the Trustee and the Company. On any interest determination date, LIBOR will be equal to the offered rate for deposits in U.S. dollars having an index maturity of three months, in amounts of at least $1,000,000, as such rate appears on "Telerate Page 3750" at approximately 11:00 a.m., London time, on such interest determination date. If, on an interest determination date, such rate does not appear on the "Telerate Page 3750" as of 11:00 a.m., London time, or if the "Telerate Page 3750" is not available on such date, the calculation agent will obtain such rate from Bloomberg L.P. page "BBAM." If such rate does not appear on the "Telerate Page 3750" or Bloomberg L.P. page "BBAM" on an interest determination date at approximately 11:00 a.m. London time, then the calculation agent (after consultation with the Company) will select four major banks in the London interbank market and shall request each of their principal London offices to provide a quotation of the rate at which three month deposits in U.S. dollars in amounts of at least $1,000,000 are offered by it to prime banks in the London interbank market, on that date and at that time, that is representative of single transactions at that time. If at least two quotations are provided, LIBOR will be the arithmetic average of the quotations provided. Otherwise, the calculation agent will select three major banks in New York City and shall request each of them to provide a quotation of the rate offered by them at approximately 11:00 a.m., New York City time, on the interest determination date for loans in U.S. dollars to leading European banks having an index maturity of three months for the applicable interest period in an amount of at least $1,000,000 that is representative of single transactions at that time. If three quotations are provided, LIBOR will be the arithmetic average of the quotations provided. Otherwise, the rate of LIBOR for the next interest period will be set equal to the rate of LIBOR for the then current interest period. Upon request from any Holder of the Notes, the calculation agent will provide the interest rate in effect on the Notes for the current interest period and, if it has been determined, the interest rate to be in effect for the next interest period. Dollar amounts resulting from such calculation will be rounded to the nearest cent, with one-half cent being rounded upward. Interest on the Notes will be computed on the basis of the actual number of days in an interest period and a 360-day year. Interest on the Notes will accrue from May 26, 2006, or from the most recent interest payment date to which interest has been paid or provided for; *provided* that if an interest payment date for the Notes (other than the maturity date) falls on a day that is not a business day, the interest payment date shall be postponed to the next succeeding business day unless such next succeeding business day would be in the following month, in which case, the interest payment date shall be the immediately preceding business day.

In case an Event of Default with respect to the Notes, as defined in the Indenture, shall have occurred and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

The Indenture contains provisions permitting the Company and the Trustee, with the consent of the Holders of not less than a majority in aggregate principal amount of the Securities at the time Outstanding (as defined in the Indenture) of all series affected by such supplemental indenture (voting as one class), evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the Holders of the Securities of each such series to be affected; *provided* that no such supplemental indenture shall (a) extend the final maturity of any Security, or reduce the principal amount thereof or any premium thereon, or reduce the rate or extend the time of payment of any interest thereon, or reduce any amount payable on redemption thereof or impair or affect the rights of any Holder to institute suit for the payment thereof, without the consent of the Holder of each Security so affected, or (b) reduce the aforesaid percentage of Securities, the Holders of which are required to consent to any such supplemental indenture, without the consent of the Holder of each Security affected.

It is also provided in the Indenture that, with respect to certain defaults or Events of Default regarding the Securities of any series, prior to any declaration accelerating the maturity of such Securities, the Holders of a majority in aggregate principal amount Outstanding of the Securities of such series (or, in the case of certain defaults or Events of Default, all the affected series or all the Securities, as the case may be) may on behalf of the Holders of all the Securities of such series (or all the affected series or all the Securities, as the case may be) waive any such past default or Event of Default and its consequences. The preceding sentence shall not, however, apply to a default in the payment of the principal of, premium, if any, or interest on any of the Securities. Any such consent or waiver by the Holder of this Note (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Note and any Notes which may be issued in exchange or substitution herefor, irrespective of whether or not any notation thereof is made upon this Note or such other Notes.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Note at the place, at the respective times, at the rate and in the coin or currency herein prescribed.

So long as this Note is registered in the name of the Depository Trust Company (“DTC”) or its nominee (in such registered form, a “global security”), ownership of beneficial interests by participants herein will be shown on, and the transfer of that ownership interest will be effected only through records maintained by DTC or its nominee therefor. Owners of beneficial interests herein will not be entitled to have this Note, when represented by a global security registered in their names, will not receive or be entitled to receive physical delivery of Notes in definitive form and will not be considered the owners or holder thereof. A global security may not be transferred except as a whole by DTC to a nominee of DTC or by a nominee of DTC to DTC or another nominee of DTC or by DTC or any such nominee to a successor of or a nominee of such successor. If DTC is at any time unwilling or unable to continue as depositary and a successor depositary is not appointed by the Company within 90 days, Notes will be issued in definitive registered form in exchange for the global security representing such Notes. The Company may at any time and in its sole discretion determine not to have any Notes represented by one or more global securities and, in such event, will issue Notes in definitive form in exchange for all of the global securities representing such Notes.

The Notes issued in definitive form are issuable in registered form without coupons in denominations of $1,000 and any multiple of $1,000 and are exchangeable at the office or agency of the Company in the Borough of Manhattan, The City of New York, and in the manner and subject to the limitations provided in the Indenture, but without the payment of any service charge. Notes may be exchanged for a like aggregate principal amount of Notes of other authorized denominations.

Upon due presentment for registration of transfer of a Note in definitive form at the office or agency of the Company in the Borough of Manhattan, The City of New York, a new Note or Notes of authorized denominations for an equal aggregate principal amount will be issued to the transferee in exchange herefor, subject to the limitations provided in the Indenture, without charge except for any tax or other governmental charge imposed in connection therewith.

The Company, the Trustee and any authorized agent of the Company or the Trustee may deem and treat the registered Holder hereof as the absolute owner of this Note (whether or not this Note shall be overdue and notwithstanding any notation of ownership or other writing hereon), for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and subject to the provisions on the face hereof, interest hereon, and for all other purposes, and neither the Company nor the Trustee nor any authorized agent of the Company or the Trustee shall be affected by any notice to the contrary.

No recourse under or upon any obligation, covenant or agreement of the Company in the Indenture or any indenture supplemental thereto or in any Note, or because of the creation of any indebtedness represented thereby, shall be had against any incorporator, stockholder, officer or director, as such, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance hereof and as part of the consideration for the issue hereof.

Terms used herein which are defined in the Indenture shall have the respective meanings assigned thereto in the Indenture.

Exhibit 4.3

REGISTERED $500,000,000

R-1 CUSIP 364725 AE 1

GANNETT CO., INC.

5.75% Note Due 2011

GANNETT CO., INC., a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company"), for value received, hereby promises to pay to CEDE & CO. or registered assigns, at the office or agency of the Company in the Borough of Manhattan, The City of New York, the principal sum of FIVE HUNDRED MILLION DOLLARS ($500,000,000) on June 1, 2011, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest, semi-annually on June 1 and December 1 of each year, commencing December 1, 2006, on said principal sum at said office or agency, in like coin or currency, at the rate per annum specified in the title of this Note from the date hereof until payment of said principal sum has been made or duly provided for; provided that payment of interest may be made at the option of the Company by check mailed to the address of the person entitled thereto as such address shall appear on the Security Register. The interest so payable on any June 1 or December 1 will be paid to the person in whose name this Note is registered at the close of business on the May 15 or November 15, as the case may be, next preceding such June 1 or December 1.

Reference is made to the further provisions of this Note set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Trustee under the Indenture referred to on the reverse hereof.

WITNESS the original or facsimile seal of the Company and the original or facsimile signatures of its duly authorized officers.

Dated: May 26, 2006

GANNETT CO., INC.

By: _____
Michael A. Hart
Vice President and Treasurer

[Corporate Seal]

Attest: _____
Todd A. Mayman, Vice President,
Associate General Counsel and Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated herein and referred to in the within-mentioned Indenture.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

[REVERSE OF NOTE]

GANNETT CO., INC.

5.75% Note Due 2011

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED OFFICER OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO OTHER ENTITY, AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

This Note is one of a duly authorized issue of debentures, notes, bonds or other evidences of indebtedness of the Company (hereinafter called the "Securities") of the series hereinafter specified, all issued or to be issued under and pursuant to an indenture dated as of March 1, 1983 (herein called the "Indenture"), as supplemented and amended, duly executed and delivered by the Company to Citibank, N.A., as trustee. The Indenture, as supplemented and amended, provides that the Company will appoint a trustee under the Indenture with respect to each new series of securities issued under the Indenture. The appointed trustee will serve with respect to only that series, unless the Company specifically appoints them to serve as trustee with respect to any preceding or succeeding series of securities. The Company has appointed Wells Fargo Bank, National Association to serve as trustee (the "Trustee") with respect to the Securities. Reference is hereby made to the Indenture and all indentures supplemental thereto for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders of the Securities. The Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest, if any, at different rates, may be subject to different redemption provisions (if any), may be subject to different sinking or analogous funds (if any) and may otherwise vary as in the Indenture provided. This Note is designated as the 5.75% Notes Due 2011 (the "Notes") of the Company, limited in the initial aggregate principal amount to $500,000,000, except as otherwise provided in the Indenture. The Company may, without the consent of the holders of the Notes, create and issue additional notes ranking equally with the Notes and otherwise similar in all respects, except for the issue price and issue date, so that such further notes shall be consolidated and form a single series with the Notes; provided that no additional notes be issued if an Event of Default has occurred with respect to the Notes. These Notes may not be redeemed prior to maturity. No sinking or purchase fund is provided for the Notes. Interest on the Notes will be computed on the basis of a 360-day year comprised of twelve 30-day months.

In case an Event of Default with respect to the Notes, as defined in the Indenture, shall

have occurred and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

The Indenture contains provisions permitting the Company and the Trustee, with the consent of the Holders of not less than a majority in aggregate principal amount of the Securities at the time Outstanding (as defined in the Indenture) of all series affected by such supplemental indenture (voting as one class), evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the Holders of the Securities of each such series to be affected; provided that no such supplemental indenture shall (a) extend the final maturity of any Security, or reduce the principal amount thereof or any premium thereon, or reduce the rate or extend the time of payment of any interest thereon, or reduce any amount payable on redemption thereof or impair or affect the rights of any Holder to institute suit for the payment thereof, without the consent of the Holder of each Security so affected, or (b) reduce the aforesaid percentage of Securities, the Holders of which are required to consent to any such supplemental indenture, without the consent of the Holder of each Security affected.

It is also provided in the Indenture that, with respect to certain defaults or Events of Default regarding the Securities of any series, prior to any declaration accelerating the maturity of such Securities, the Holders of a majority in aggregate principal amount Outstanding of the Securities of such series (or, in the case of certain defaults or Events of Default, all the affected series or all the Securities, as the case may be) may on behalf of the Holders of all the Securities of such series (or all the affected series or all the Securities, as the case may be) waive any such past default or Event of Default and its consequences. The preceding sentence shall not, however, apply to a default in the payment of the principal of, premium, if any, or interest on any of the Securities. Any such consent or waiver by the Holder of this Note (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Note and any Notes which may be issued in exchange or substitution herefor, irrespective of whether or not any notation thereof is made upon this Note or such other Notes.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Note at the place, at the respective times, at the rate and in the coin or currency herein prescribed.

So long as this Note is registered in the name of the Depository Trust Company (“DTC”) or its nominee (in such registered form, a “global security”), ownership of beneficial interests by participants herein will be shown on, and the transfer of that ownership interest will be effected only through records maintained by DTC or its nominee therefor. Owners of beneficial interests herein will not be entitled to have this Note, when represented by a global security registered in their names, will not receive or be entitled to receive physical delivery of Notes in definitive form and will not be considered the owners or holder thereof. A global security may not be transferred except as a whole by DTC to a nominee of DTC or by a nominee of DTC to DTC or another nominee of DTC or by DTC or any such nominee to a successor of or a nominee of such

successor. If DTC is at any time unwilling or unable to continue as depositary and a successor depositary is not appointed by the Company within 90 days, Notes will be issued in definitive registered form in exchange for the global security representing such Notes. The Company may at any time and in its sole discretion determine not to have any Notes represented by one or more global securities and, in such event, will issue Notes in definitive form in exchange for all of the global securities representing such Notes.

The Notes issued in definitive form are issuable in registered form without coupons in denominations of $1,000 and any multiple of $1,000 and are exchangeable at the office or agency of the Company in the Borough of Manhattan, The City of New York, and in the manner and subject to the limitations provided in the Indenture, but without the payment of any service charge, Notes may be exchanged for a like aggregate principal amount of Notes of other authorized denominations.

Upon due presentment for registration or transfer of a Note in definitive form at the office or agency of the Company in the Borough of Manhattan, The City of New York, a new Note or Notes of authorized denominations for an equal aggregate principal amount will be issued to the transferee in exchange herefor, subject to the limitations provided in the Indenture, without charge except for any tax or other governmental charge imposed in connection therewith.

The Company, the Trustee and any authorized agent of the Company or the Trustee may deem and treat the registered Holder hereof as the absolute owner of this Note (whether or not this Note shall be overdue and notwithstanding any notation of ownership or other writing hereon), for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and subject to the provisions on the face hereof, interest hereon, and for all other purposes, and neither the Company nor the Trustee nor any authorized agent of the Company or the Trustee shall be affected by any notice to the contrary.

No recourse under or upon any obligation, covenant or agreement of the Company in the Indenture or any indenture supplemental thereto or in any Note, or because of the creation of any indebtedness represented thereby, shall be had against any incorporator, stockholder, officer or director, as such, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance hereof and as part of the consideration for the issue hereof.

Terms used herein which are defined in the Indenture shall have the respective meanings assigned thereto in the Indenture.

Exhibit 5.1

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

May 24, 2006

Gannett Co., Inc.
7950 Jones Branch Drive
McLean, Virginia 22107

Ladies and Gentlemen:

We have acted as special counsel for Gannett Co., Inc., a Delaware corporation (the "Company"), in connection with a shelf Registration Statement on Form S-3 (the "Registration Statement") filed on April 3, 2002 with the Securities and Exchange Commission (the "Commission"), and declared effective on April 10, 2002 (Registration No. 333-85430), in connection with the issuance, from time to time, of up to $2,500,000,000 aggregate principal amount of debt securities ("Debt Securities") and warrants to purchase debt securities ("Warrants") of the Company. The Company's 5.75% Notes due 2011 in the aggregate principal amount of $500,000,000 (the "5.75% Notes") and the Company's Floating Rate Notes due 2009 in the aggregate principal amount of $750,000,000 (the "Floating Rate Notes", together with the Series 2011 Notes, the "Notes") are each Debt Securities which will be issued and sold under the Registration Statement. The Notes will be issued pursuant to an Indenture dated as of March 1, 1983 between the Company and Citibank, N.A., as amended and supplemented by a First Supplemental Indenture, dated as of November 5, 1986, among the Company, Citibank, N.A. and Sovran Bank, N.A., a Second Supplemental Indenture, dated as of June 1, 1995, among the Company, NationsBank, N.A. and Crestar Bank, a Third Supplemental Indenture, dated as of March 14, 2002, between the Company and Wells Fargo Bank, National Association, a Fourth Supplemental Indenture, dated as of June 16, 2005 between the Company and Wells Fargo Bank, National Association (the "Trustee"), and a Fifth Supplemental Indenture, to be dated as of May 26, 2005 between the Company and the Trustee (as so amended and supplemented, the "Indenture").

As special counsel to the Company, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such documents, corporate records and instruments as we have deemed necessary or advisable for the purpose of this opinion. In our examination of the aforesaid documents, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the accuracy and completeness of all documents submitted to us, the authenticity of all original documents, and the conformity to authentic original documents of all documents submitted to us as copies (including telecopies and other electronic transmissions). This opinion letter is given, and all statements herein are made, in the context of the foregoing.

This opinion letter is based as to matters of law solely on (i) the Delaware General Corporation Law, as amended, and (ii) the laws of the State of New York. We express no opinion herein as to any other laws, statutes, ordinances, rules or regulations. As used herein, the terms “Delaware General Corporation Law, as amended” and “the laws of the State of New York” include the statutory provisions contained therein, all applicable provisions of the Delaware and New York Constitutions and reported judicial decisions interpreting such provisions.

For the purposes of this opinion letter, we have assumed that (i) the Trustee has all requisite power and authority under all applicable laws, regulations and governing documents to execute, deliver and perform its obligations under the Indenture and has complied with all legal requirements pertaining to its status as such status relates to the Trustee’s right to enforce the Indenture against the Company, (ii) the Trustee has duly authorized, executed and delivered the Indenture, (iii) the Trustee is validly existing and in good standing in all necessary jurisdictions, (iv) the Indenture constitutes a valid and binding obligation, enforceable against the Trustee in accordance with its terms, (v) there has been no mutual mistake of fact or misunderstanding or fraud, duress or undue influence in connection with the negotiation, execution or delivery of the Indenture, and the conduct of the Trustee has complied with any requirements of good faith, fair dealing and conscionability, and (vi) there are and have been no agreements or understandings among the parties, written or oral, and there is and has been no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement or qualify the terms of the Indenture. We also have assumed the validity and constitutionality of each relevant statute, rule, regulation and agency action covered by this opinion letter.

Based upon the foregoing, we are of the opinion that the Notes have been duly authorized on behalf of the Company and that, following (i) receipt by the Company of the consideration specified in the resolutions of the Company’s board of directors and executive committee thereof authorizing the issuance and sale of the Notes and (ii) the due execution, authentication, issuance and delivery of the Notes pursuant to the terms of the Indenture, the Notes will constitute valid and binding obligations of the Company.

In addition to the qualifications, exceptions and limitations elsewhere set forth in this opinion letter, the opinions expressed above are also subject to the effect of: (a) bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent conveyance, liquidation and other laws relating to or affecting creditors’ rights and remedies (including, without limitation, the effect of statutory and other law regarding fraudulent conveyances, fraudulent transfers and preferential transfers), (b) the exercise of judicial discretion and the application of principles of equity, good faith, fair dealing, reasonableness, conscionability and materiality (regardless of whether the applicable agreements are considered in a proceeding in equity or at law), including, without limitation, the possible unavailability of specific performance, injunctive relief or other equitable remedy and (c) public policy.

We hereby consent to the filing of this opinion as an exhibit to the Company's Current Report on Form 8-K dated May 25, 2005, which is incorporated by reference into the Registration Statement and to being named under the caption "Legal Opinions" in the prospectus included in the Registration Statement and under the caption "Legal Matters" in the prospectus supplement with respect to the matters stated herein. In giving such consent, we do not admit that any member of this firm is an "expert" within the meaning of the Securities Act of 1933, as amended, or the rules and regulations of the Commission thereunder.

This opinion is intended solely for your benefit in connection with the transaction described above and, except as provided in the immediately preceding paragraph, may not be otherwise communicated or furnished to, reproduced, filed publicly or used or relied upon by, any other person or entity for any other purpose without our express prior written consent. This opinion is limited to the matters stated herein, and no opinion or belief is implied or may be inferred beyond the matters expressly stated herein. This opinion is based upon currently existing statutes, rules, regulations and judicial decisions, and we disclaim any obligation to advise you of any change in any of these sources of law or subsequent legal or factual developments which might affect any matters or opinions set forth herein.

Very truly yours,

/s/ Nixon Peabody LLP

Exhibit 12.1

Computation of Ratios of Earnings to Fixed Charges

	Dollars in thousands					
	Quarter Ended	Fiscal Years Ended				
	3/26/06	12/25/05	12/26/04	12/28/03	12/29/02	12/30/01
Earnings Available for Fixed Charges:						
Income from continuing operations before income taxes, as adjusted	$ 360,811	$1,837,121	$1,980,161	$1,826,781	$1,730,576	$1,377,011
Add: fixed charges	71,177	235,786	165,180	161,518	167,010	250,103
Add: amortization of capitalized interest	545	2,180	2,012	2,006	1,962	1,715
Add: distributed income of equity investees	7,538	10,091	12,259	14,016	13,500	17,516
Less: interest capitalized	(956)	(3,162)	(4,802)	(3,355)	(2,074)	(8,550)
Adjusted Earnings	$ 439,115	$2,082,016	$2,154,810	$2,000,966	$1,910,974	$1,637,795
Fixed Charges:						
Interest on indebtedness, excluding capitalized interest	$ 64,721	$ 210,625	$ 140,647	$ 139,271	$ 146,359	$ 221,854
Capitalized interest	956	3,162	4,802	3,355	2,074	8,550
Portion of rents representative of interest factor	5,500	21,999	19,731	18,892	18,577	19,699
Fixed Charges	$ 71,177	$ 235,786	$ 165,180	$ 161,518	$ 167,010	$ 250,103
Ratio of Earnings to Fixed Charges	**6.2**	**8.8**	**13.0**	**12.4**	**11.4**	**6.5**