
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): January 30, 2009

LEE ENTERPRISES, INCORPORATED

(Exact name of Registrant as specified in its charter)

Commission File Number 1-6227

Delaware
(State of Incorporation)

42-0823980
(I.R.S. Employer Identification No.)

201 N. Harrison Street, Davenport, Iowa 52801
(Address of Principal Executive Offices)

(563) 383-2100
Registrant's telephone number, including area code

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))
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Item 8.01. Other Events.

On January 30, 2009 Lee Enterprises, Incorporated issued a news release. A copy of the news release is attached as Exhibit 99.1 and information from the news release is hereby incorporated by reference.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits*

- 10.1 Second Amendment to Limited Waiver to Note Agreement and Guaranty Agreement entered into as of January 30, 2009 by and among St. Louis Post-Dispatch LLC, Pulitzer Inc. and the Noteholders party thereto
- 99.1 News Release of Lee Enterprises, Incorporated dated January 30, 2009

SIGNATURES

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

LEE ENTERPRISES, INCORPORATED

Date: February 3, 2009

By:



Carl G. Schmidt
Vice President, Chief Financial Officer,
and Treasurer

SECOND AMENDMENT TO LIMITED WAIVER TO NOTE AGREEMENT AND GUARANTY AGREEMENT

THIS SECOND AMENDMENT TO LIMITED WAIVER TO NOTE AGREEMENT AND GUARANTY AGREEMENT (this "**Amendment**") is entered into as of January 30, 2009 by and among ST. LOUIS POST-DISPATCH LLC, a Delaware limited liability company (the "**Company**"), PULITZER INC., a Delaware corporation (the "**Guarantor**"), and the undersigned holders of Notes (as hereinafter defined) (the Company, the Guarantor and the undersigned holders of Notes being collectively referred to herein as the "**Parties**"). Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Waiver or the Note Agreement (as each such term is defined in Recital A below), as amended hereby.

Recitals

A. Reference is made to (i) that certain Note Agreement, dated as of May 1, 2000, among the Company and the holders of the senior notes issued thereunder, as amended prior to the date hereof (the "**Note Agreement**") and (ii) that certain Limited Waiver to Note Agreement and Guaranty Agreement, entered into as of December 26, 2008, by and among the Parties, as amended prior to the date hereof (the "**Waiver**").

B. The Company and the Guarantor have requested, and the holders of the Notes have agreed, subject to the terms and conditions of this Amendment, to extend the terms of the Waiver as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Extension of Waiver Period.** Paragraph 2 of the Waiver is hereby amended by substituting "February 6, 2009" for "January 30, 2009" in each place that the latter date appears in such paragraph.

2. **Waiver Remains in Full Force and Effect.** Except as expressly amended by this Amendment, all terms, conditions, covenants and other provisions contained in the Waiver are hereby ratified and shall be and remain in full force and effect; provided, however, that (a) the conditions to effectiveness contained herein shall supersede those contained in the Waiver, and (b) no additional Waiver Fee or other fee shall be payable in connection with this Amendment.

3. **Conditions to Effectiveness.** This Amendment shall become effective, as of the date first written above (the "**Effective Date**"), when the Company, the Guarantor and the Required Holders shall have signed a counterpart hereof (whether the same or separate counterparts) and shall have delivered (including by way of facsimile or other electronic transmission) the same to Bingham McCutchen LLP, One State Street, Hartford CT 06001, Attention: Chip Fisher (facsimile number: 860-240-2564/e-mail address: chip.fisher@bingham.com).

4. **Miscellaneous.**

(a) **Ratification and Confirmation.** Except as specifically modified herein, the Waiver shall remain in full force and effect, and is hereby ratified and confirmed.

(b) **No Waiver.** Except as expressly provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any holder of Notes, nor constitute a waiver of any provision of the Note Agreement, the Guaranty Agreement, any Note or any other instrument or agreement entered into in connection therewith or otherwise related thereto.

(c) **Representation and Warranty.** The Company and the Guarantor jointly and severally represent and warrant that (i) none of the events described in clauses (w), (x) or (y) of Section 2 of the Waiver has occurred and (ii) each is in compliance with its respective obligation under Section 3 of the Waiver.

(d) **GOVERNING LAW. THIS AMENDMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK.**

(e) **Counterparts.** This Amendment may be executed in counterparts (including those transmitted by facsimile), each of which shall be deemed an original and all of which taken together shall constitute one and the same document. Delivery of this Amendment may be made by facsimile transmission of a duly executed counterpart copy hereof.

[The remainder of this page is intentionally left blank; signature page follows]

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

ST. LOUIS POST-DISPATCH LLC

By: PULITZER INC., as Managing Member

By: /s/Carl G. Schmidt
Name: Carl G. Schmidt
Title: Treasurer

PULITZER INC.

By: /s/Carl G. Schmidt
Name: Carl G. Schmidt
Title: Treasurer

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: /s/Paul H. Procyk
Name: Paul H. Procyk
Title: Vice President

AMERICAN GENERAL LIFE INSURANCE COMPANY
AIG ANNUITY INSURANCE COMPANY

By: AIG Global Investment Corp., Investment Advisor

By: /s/Richard Conway
Name: Richard Conway
Title: Managing Director

AIG EDISON LIFE INSURANCE COMPANY

By: AIG Global Investment Corp., Investment Sub-Advisor

By: /s/ Richard Conway
Name: Richard Conway
Title: Managing Director

[Signature Page to Second Amendment to Limited Waiver]

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY
(as Successor by Merger to First Colony Insurance Company)

By: /s/John R. Endres

Name: John R. Endres

Title: Investment Officer

THE NORTHWESTERN MUTUAL LIFE INSURANCE
COMPANY

By: /s/Richard A. Strait

Name: Richard A. Strait

Its Authorized Representative

THE NORTHWESTERN MUTUAL LIFE INSURANCE
COMPANY, for its Group Annuity Separate Account

By: /s/Richard A. Strait

Name: Richard A. Strait

Its Authorized Representative

PACIFIC LIFE INSURANCE COMPANY

By: /s/ Diane W. Dales

Name: Diane W. Dales

Title: Assistant Vice President

By: /s/ Peter S. Fiek

Name: Peter S. Fiek

Title: Assistant Secretary



201 N. Harrison St.
Davenport, IA 52801
www.lee.net

NEWS RELEASE

Lee Enterprises receives extension of covenant waiver DAVENPORT, Iowa (Jan. 30, 2009) — Lee Enterprises, Incorporated (NYSE: LEE), has received an extension of a waiver of covenant conditions related to the \$306 million Pulitzer Notes debt of its subsidiary St. Louis Post-Dispatch LLC. The waiver has been extended until Feb. 6, 2009, while financing discussions continue. The Pulitzer Notes mature in April 2009.

Lee Enterprises is a premier provider of local news, information and advertising in primarily midsize markets, with 49 daily newspapers and a joint interest in four others, online sites and more than newspapers and specialty publications in 23 states. Lee's markets include St. Louis, Mo.; Lincoln, Neb.; Madison, Wis.; Davenport, Iowa; Billings, Mont.; Bloomington, Ill.; and Tucson, Ariz. Lee stock is traded on the New York Stock Exchange under the symbol LEE. For more information about Lee, please visit www.lee.net.

Contact: dan.hayes@lee.net, (563) 383-2100