

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-Q

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

For The Quarterly Period Ended December 28, 2025

OR

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

Commission File Number 1-6227

LEE ENTERPRISES, INCORPORATED

(Exact name of Registrant as specified in its Charter)

Delaware

42-0823980

(State or other jurisdiction of incorporation or organization)

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

4600 E. 53rd Street, Davenport, Iowa 52807
(Address of principal executive offices)

(563) 383-2100

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$.01 per share	LEE	The Nasdaq Global Select Market

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

Indicate by check mark whether the Registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the Registrant was required to submit such files). Yes No

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

As of February 6, 2026, 22,239,629 shares of Common Stock of the Registrant were outstanding.

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References to “we,” “our,” “us” and the like throughout this document refer to Lee Enterprises, Incorporated (the “Company”). References to “2026”, “2025” and the like refer to the fiscal years ended the last Sunday in September.

FORWARD-LOOKING STATEMENTS

The Private Securities Litigation Reform Act of 1995 provides a “safe harbor” for forward-looking statements. This report contains information that may be deemed forward-looking that is based largely on our current expectations, and is subject to certain risks, trends and uncertainties that could cause actual results to differ materially from those anticipated. Among such risks, trends and other uncertainties, which in some instances are beyond our control, are:

- Our ability to manage declining print revenue and circulation subscribers;
- The impact and duration of adverse conditions in certain aspects of the economy affecting our business;
- Changes in advertising and subscription demand;
- Changes in technology that impact our ability to deliver digital advertising;
- Potential changes in newsprint, other commodities and energy costs;
- Interest rates;
- Labor costs;
- Significant cyber security breaches or failure of our information technology systems;
- Our ability to achieve planned expense reductions;
- Our ability to maintain employee and customer relationships;
- Our ability to manage increased capital costs;
- Our ability to maintain our listing status on Nasdaq;
- Competition;
- We may be required to indemnify the previous owners of BH Media Group, Inc. and The Buffalo News, Inc. for unknown legal and other matters that may arise;
- Our liquidity position, any need to obtain additional capital and our ability to obtain additional financing; and
- Other risks detailed from time to time in our publicly filed documents.

Any statements that are not statements of historical fact (including statements containing the words “may”, “will”, “would”, “could”, “believes”, “expects”, “anticipates”, “intends”, “plans”, “projects”, “considers” and similar expressions) generally should be considered forward-looking statements. Statements regarding our plans, strategies, prospects and expectations regarding our business and industry and our responses thereto may have on our future operations, are forward-looking statements. These forward-looking statements speak only as of the date of this Quarterly Report and are subject to a number of risks, uncertainties and assumptions described in the section titled “*Risk Factors*” and elsewhere in this Quarterly Report. They reflect our expectations and are not guarantees of performance. Readers are cautioned not to place undue reliance on such forward-looking statements, which are made as of the date of this Quarterly Report. We do not undertake to publicly update or revise our forward-looking statements, except as required by law.

**PART I
FINANCIAL INFORMATION**

Item 1. Financial Statements

**LEE ENTERPRISES, INCORPORATED
CONSOLIDATED BALANCE SHEETS**

	(Unaudited)	
<i>(Thousands of Dollars)</i>	December 28, 2025	September 28, 2025
ASSETS		
Current assets:		
Cash and cash equivalents	12,625	9,989
Accounts receivable, net	51,107	54,613
Inventories	4,827	4,696
Prepaid and other current assets	14,319	20,145
Total current assets	82,878	89,443
Investments:		
Associated companies	27,208	27,070
Other	6,176	6,118
Total investments	33,384	33,188
Property and equipment:		
Land and improvements	5,782	5,782
Buildings and improvements	64,880	64,880
Equipment	195,471	191,594
Construction in process	2,349	5,530
	268,482	267,786
Less accumulated depreciation	233,967	232,225
Property and equipment, net	34,515	35,561
Operating lease right-of-use assets	23,515	25,155
Goodwill	323,858	323,858
Other intangible assets, net	50,149	51,926
Pension plan assets, net	11,316	10,828
Medical plan assets, net	22,809	22,407
Other	10,133	9,363
Total assets	592,557	601,729

The accompanying Notes are an integral part of the Consolidated Financial Statements.

	(Unaudited)	
<i>(Thousands of Dollars and Shares, Except Per Share Data)</i>	December 28, 2025	September 28, 2025
LIABILITIES AND EQUITY		
Current liabilities:		
Current portion of lease liabilities	7,222	7,301
Accounts payable	50,280	41,715
Compensation and other accrued liabilities	28,794	37,862
Unearned revenue	25,959	26,478
Total current liabilities	112,255	113,356
Long-term debt, net of current maturities	455,469	455,469
Operating lease liabilities	17,145	18,810
Pension obligations	493	508
Postretirement and postemployment benefit obligations	5,024	5,103
Deferred income taxes	22,437	22,477
Income taxes payable	3,218	3,161
Withdrawal liabilities and other	22,956	23,804
Total liabilities	638,997	642,688
Equity:		
Stockholders' equity (deficit):		
Serial convertible preferred stock, no par value; authorized 500 shares; none issued	—	—
Common Stock, \$0.01 par value; authorized 12,000 shares; issued and outstanding:	62	63
December 28, 2025; 6,244 shares; \$0.01 par value		
September 28, 2025; 6,263 shares; \$0.01 par value		
Class B Common Stock, \$2 par value; authorized 3,000 shares; none issued	—	—
Additional paid-in capital	264,067	263,812
Accumulated deficit	(335,545)	(329,934)
Accumulated other comprehensive income	22,674	22,753
Total Lee Enterprises, Inc. Stockholders' deficit	(48,742)	(43,306)
Non-controlling interests	2,302	2,347
Total deficit	(46,440)	(40,959)
Total liabilities and deficit	592,557	601,729

The accompanying Notes are an integral part of the Consolidated Financial Statements.

LEE ENTERPRISES, INCORPORATED
CONSOLIDATED STATEMENTS OF LOSS AND COMPREHENSIVE LOSS
(Unaudited)

<i>(Thousands of Dollars, Except Per Common Share Data)</i>	Three months ended	
	December 28, 2025	December 29, 2024
Operating revenue:		
Advertising and marketing services	59,986	66,590
Subscription	57,702	64,997
Other	12,374	12,975
Total operating revenue	130,062	144,562
Operating expenses:		
Compensation	49,433	60,254
Newsprint and ink	2,963	3,616
Other operating expenses	68,814	74,680
Insurance proceeds	(2,000)	—
Depreciation and amortization	3,579	6,265
Assets gain on sales, impairments and other, net	(3)	(929)
Restructuring costs and other	3,148	5,150
Total operating expenses	125,934	149,036
Equity in earnings of associated companies	1,080	1,122
Operating income (loss)	5,208	(3,352)
Non-operating (expense) income:		
Interest expense	(10,248)	(10,282)
Pension and other post employment benefits ("OPEB") related and other, net	845	653
Total non-operating expense, net	(9,403)	(9,629)
Loss before income taxes	(4,195)	(12,981)
Income tax expense	931	3,243
Net loss	(5,126)	(16,224)
Net income attributable to non-controlling interests	(485)	(524)
Loss attributable to Lee Enterprises, Incorporated	(5,611)	(16,748)
Other comprehensive loss, net of income taxes	(79)	(115)
Comprehensive loss attributable to Lee Enterprises, Incorporated	(5,690)	(16,863)
Loss per common share:		
Basic:	(0.92)	(2.80)
Diluted:	(0.92)	(2.80)

The accompanying Notes are an integral part of the Consolidated Financial Statements.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)
(Unaudited)

<i>(Thousands of Dollars)</i>	Accumulated Deficit	Common Stock	Additional paid-in capital	Accumulated Other Comprehensive Income	Non-Controlling Interests:	Total
September 28, 2025	(329,934)	63	263,812	22,753	2,347	(40,959)
Shares redeemed	—	(1)	(73)	—	—	(74)
Loss attributable to Lee Enterprises, Incorporated	(5,611)	—	—	—	485	(5,126)
Stock compensation	—	—	328	—	—	328
Other comprehensive loss	—	—	—	(104)	—	(104)
Deferred income taxes, net	—	—	—	25	—	25
Distributions to minority owners	—	—	—	—	(530)	(530)
December 28, 2025	(335,545)	62	264,067	22,674	2,302	(46,440)

<i>(Thousands of Dollars)</i>	Accumulated Deficit	Common Stock	Additional paid-in capital	Accumulated Other Comprehensive Income	Non-Controlling Interests:	Total
September 29, 2024	(292,341)	62	262,470	19,920	2,555	(7,334)
Shares redeemed	—	—	(331)	—	—	(331)
Loss attributable to Lee Enterprises, Incorporated	(16,748)	—	—	—	524	(16,224)
Stock compensation	—	—	430	—	—	430
Other comprehensive loss	—	—	—	(151)	—	(151)
Deferred income taxes, net	—	—	—	36	—	36
Distributions to minority owners	—	—	—	—	(603)	(603)
December 29, 2024	(309,089)	62	262,569	19,805	2,476	(24,177)

The accompanying Notes are an integral part of the Consolidated Financial Statements.

LEE ENTERPRISES, INCORPORATED
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

(Thousands of Dollars)	Three months ended	
	December 28, 2025	December 29, 2024
Cash (required for) provided by operating activities:		
Net loss	(5,126)	(16,224)
Adjustments to reconcile net loss to net cash provided by (required for) operating activities:		
Depreciation and amortization	3,579	6,265
Bad debt expense	2,585	3,474
Stock compensation expense	328	430
Assets gain on sales, impairments and other, net	(3)	(929)
Earnings, net of distributions, deemed returns on investment of TNI and MNI	(6)	228
Deferred income taxes	(15)	(131)
Other, net	(530)	(603)
Changes in operating assets and liabilities:		
Decrease (increase) in receivables	921	(2,682)
Decrease (increase) in inventories and other	463	(406)
Increase in accounts payable, unearned revenue, other accrued liabilities and other working capital items	4,469	4,197
Decrease in pension and other postretirement and postemployment benefit obligations	(1,087)	(893)
Change in income taxes payable	57	52
Other	(1,164)	(115)
Net cash provided by (required for) operating activities	4,471	(7,337)
Cash provided by (required for) investing activities:		
Purchases of property and equipment	(758)	(1,553)
Proceeds from sales of assets	3	5,414
Net cash (required for) provided by investing activities	(755)	3,861
Cash required for financing activities:		
Deferred offering costs	(1,080)	—
Net cash required for financing activities	(1,080)	—
Net increase (decrease) in cash and cash equivalents	2,636	(3,476)
Cash and cash equivalents:		
Beginning of period	9,989	9,598
End of period	12,625	6,122

The accompanying Notes are an integral part of the Consolidated Financial Statements.

LEE ENTERPRISES, INCORPORATED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1 BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying unaudited interim Consolidated Financial Statements included herein have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission for quarterly reports. In the opinion of management, these financial statements contain all adjustments (consisting of only normal recurring items) necessary to present fairly the financial position of Lee Enterprises, Incorporated and its subsidiaries (the "Company") as of December 28, 2025, and our results of operations and cash flows for the periods presented. The Consolidated Financial Statements should be read in conjunction with the Consolidated Financial Statements and Notes thereto included in the Company's 2025 Annual Report on Form 10-K.

Our fiscal year ends on the last Sunday in September. Fiscal year 2026 ends September 27, 2026, and fiscal year 2025 ended September 28, 2025. Fiscal year 2026 and 2025 includes 52 weeks of operations. Because of seasonal and other factors, the results of operations for the three months ended December 28, 2025, are not necessarily indicative of the results to be expected for the full year.

The Consolidated Financial Statements include our accounts and those of our wholly owned subsidiaries, as well as our 82.5% interest in INN Partners, L.C. ("BLOX Digital" formerly "TownNews").

Our 50% interest in TNI Partners ("TNI") and our 50% interest in Madison Newspapers, Inc. ("MNI") are accounted for using the equity method and are reported at cost, plus our share of undistributed earnings since acquisition less, for TNI, amortization of intangible assets.

New accounting pronouncements not yet adopted

In December 2025, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2025-11 which focuses on various interim reporting improvements. The ASU is effective for interim periods within fiscal years beginning after December 15, 2027. We are still evaluating the guidance but we do not expect it will fundamentally change our interim reporting.

In December 2025, the Financial Accounting Standards Board FASB issued ASU 2025-12 which the FASB's "Codification Improvements" update, making various technical corrections and clarifications to existing United States Generally Accepted Accounting Principles ("GAAP"), improving consistency and usability for preparers by refining guidance and making standards easier to apply. The ASU is effective for annual periods beginning after December 15, 2026. We are currently evaluating the updated guidance and assessing the impact on the Consolidated Financial Statements.

In November 2023, the FASB issued guidance, ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures* which enhances annual income tax disclosures. ASU 2023-09 requires disaggregated information about a reporting entity's effective tax rate reconciliation as well as information on income taxes paid. ASU 2023-09 will be effective for annual periods beginning after December 15, 2024. We are currently evaluating the guidance and assessing the impact on the Consolidated Financial Statements.

In November 2024, the FASB issued ASU 2024-03, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40) - Disaggregation of Income Statement Expenses* ("ASU 2024-03"), and in January 2025, the FASB issued ASU 2025-01, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Clarifying the Effective Date* ("ASU 2025-01"). ASU 2024-03 requires additional disclosure of the nature of expenses included in the statement of operations as well as disclosures about specific types of expenses included in the expense captions presented in the statement of operations. ASU 2024-03, as clarified by ASU 2025-01, is effective for annual periods beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027. Both early adoption and retrospective

application are permitted. We expect to enhance annual expense disclosures based on the new requirements.

In May 2025, the FASB issued ASU 2025-03, *Business Combinations (Topic 805) and Consolidation (Topic 810) - Amendments to SEC Paragraphs Pursuant to Determining the Accounting Acquirer in the Acquisition of a Variable Interest Entity*. This update is effective for the annual period beginning after December 15, 2026, as well as interim periods within that period. We are currently evaluating the updated guidance and assessing the impact on the Consolidated Financial Statements.

In July 2025, the FASB issued ASU 2025-05, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets*, which provides new optional guidance relating to the estimation of expected credit losses on current accounts receivable and current contract assets. This ASU permits entities to apply a practical expedient when estimating credit losses and is effective for annual reporting periods beginning after December 15, 2025, and interim reporting periods within those annual reporting periods, with early adoption permitted, and should be applied prospectively. We are currently evaluating the provisions of the updated guidance and assessing the impact on the Consolidated Financial Statements.

2 REVENUE

The following table presents our revenue disaggregated by source:

<i>(Thousands of Dollars)</i>	Three months Ended	
	December 28, 2025	December 29, 2024
Operating revenue:		
Print advertising revenue	17,191	19,861
Digital advertising and marketing services revenue	42,795	46,729
Advertising and marketing services revenue	59,986	66,590
Print subscription revenue	34,996	43,432
Digital subscription revenue	22,706	21,565
Subscription revenue	57,702	64,997
Print other revenue	7,546	7,888
Digital other revenue	4,828	5,087
Other revenue	12,374	12,975
Total operating revenue	130,062	144,562

Recognition principles

Revenue is recognized when control of the promised goods or services is transferred to customers, in an amount that reflects the consideration we expect to be entitled to in exchange for goods or services. Revenues are recognized as performance obligations are satisfied either at a point in time, such as when an advertisement is published, or over time, such as audience subscription revenue.

Advertising and marketing services revenue

Print advertising revenue includes amounts charged to customers for retail, national, or classified advertising space purchased in our newspapers, advertising marketing services and other print advertising products such as preprint inserts and direct mail.

Digital advertising revenue includes amounts for advertisements placed on our digital platforms, amounts charged to customers for digital marketing services which include: audience extension, search

engine optimization, search engine marketing, web and mobile production, social media services and reputation monitoring and management.

Payments for print and digital advertising revenue are due upon completion of our performance obligations at previously agreed upon rates. In instances where the timing of revenue recognition differs from the timing of invoicing, such timing differences are not large. As a result, we have determined that our contracts do not include a significant financing component. Depending on the product, revenue is recognized over time or at the point in time in which performance obligations are met.

Subscription revenue

Print subscription revenue results from the sale of print editions of newspapers to individual subscribers and to sales outlets that resell the newspapers. Print subscriptions include full access to all forms of content provided. Single copy revenue is also included in subscription revenue. Subscription revenue from single copy and home delivery subscriptions are recognized at the point in time the publications are delivered.

Digital subscription revenue results from the sale of digital-only access to our content delivered via digital products purchased. Digital subscription revenue is recognized over time as performance obligations are met throughout the subscription period.

Payments for print and digital subscription revenue are typically collected in advance, or for contract periods of one year or less and result in an unearned revenue liability that is reduced when revenue is recognized.

Other revenue

Other revenue primarily consists of digital services, commercial printing and delivery of third party products. Digital services revenues, which are primarily delivered through BLOX Digital, are primarily comprised of contractual agreements to provide web hosting and content management services. As such, digital services revenue is recognized over the contract period. Prices for digital services are agreed upon in advance of the contract beginning and are typically billed in arrears on a monthly basis. Commercial printing and delivery revenue is recognized when the product is delivered to the customer or to the third party's subscriber.

Contract Liabilities

Our primary source of unearned revenue is from subscriptions paid in advance of the service provided. We expect to recognize the revenue related to unsatisfied performance obligations over the next twelve months in accordance with the terms of the subscriptions and other contracts with customers. The unearned revenue balances described herein are our only contract liability. Revenue recognized in the three months ended December 28, 2025, that was included in the contract liability as of September 28, 2025, was \$16.4 million.

Accounts receivable, excluding allowance for credit losses, was \$55.2 million and \$59.4 million as of December 28, 2025, and September 28, 2025, respectively. Allowance for credit losses was \$4.1 million and \$4.8 million as of December 28, 2025, and September 28, 2025, respectively.

Valuation and qualifying account information related to the allowance for credit losses related to continuing operations is as follows:

<i>(Thousands of Dollars)</i>	December 28, 2025	September 28, 2025
Balance, beginning of period	4,827	6,514
Additions charged to expense	2,585	15,262
Deductions from reserves	(3,326)	(16,949)
Balance, end of period	4,086	4,827

Practical expedients

Sales commissions are expensed as incurred as the associated contractual periods are one year or less. These costs are recorded within "Compensation" on our Consolidated Statements of Loss and Comprehensive Loss. The vast majority of our contracts have original expected lengths of one year or less and revenue is earned at a rate and amount that corresponds directly with the value to the customer.

3 INVESTMENTS IN ASSOCIATED COMPANIES

TNI Partners

In Tucson, Arizona, TNI, acting as agent for our subsidiary, Star Publishing Company ("Star Publishing"), and Gannett Co., Inc.'s subsidiary Citizen Publishing Company ("Citizen"), is responsible for printing, delivery, advertising, and subscription activities of the *Arizona Daily Star* as well as the related digital platforms and specialty publications. TNI collects all receipts and income and pays substantially all operating expenses incidental to the partnership's operations and publication of the newspaper and other media.

Income or loss of TNI (before income taxes) is allocated equally to Star Publishing and Citizen.

Summarized results of TNI are as follows:

<i>(Thousands of Dollars)</i>	Three months ended	
	December 28, 2025	December 29, 2024
Operating revenue	4,814	6,533
Operating expenses	3,605	5,206
Operating income	1,209	1,327
Net income	1,260	1,250
Equity in earnings of TNI	630	625

TNI makes periodic distributions of its earnings and for the three months ended December 28, 2025, and December 29, 2024, we received \$0.5 million and \$0.5 million in distributions, respectively.

Madison Newspapers, Inc.

We have a 50% ownership interest in MNI, which publishes daily and Sunday newspapers, and other publications in Madison, Wisconsin, and other Wisconsin locations, and operates their related digital platforms. Net income or loss of MNI (after income taxes) is allocated equally to us and The Capital Times Company ("TCT"). MNI conducts its business under the trade name Capital Newspapers.

Summarized results of MNI are as follows:

<i>(Thousands of Dollars)</i>	Three months ended	
	December 28, 2025	December 29, 2024
Operating revenue	9,470	9,759
Operating expenses, excluding restructuring costs, depreciation and amortization	7,233	7,455
Restructuring costs	34	—
Depreciation and amortization	60	90
Operating income	2,143	2,214
Net income	900	994
Equity in earnings of MNI	450	497

MNI makes periodic distributions of its earnings and in the three months ended December 28, 2025, and December 29, 2024, we received \$0.4 million and \$0.9 million in distributions, respectively.

4 GOODWILL AND OTHER INTANGIBLE ASSETS

All of our goodwill is attributed to a single reporting unit. Goodwill and identified intangible assets consist of the following:

<i>(Thousands of Dollars)</i>	December 28, 2025	September 28, 2025
Goodwill, beginning of period	323,858	328,040
Allocated to sold operations	—	(4,182)
Goodwill, end of period	323,858	323,858
Non-amortized intangible assets:		
Mastheads	3,946	3,946
Amortizable intangible assets:		
Customer and newspaper subscriber lists	262,146	262,146
Less accumulated amortization	(215,943)	(214,166)
	46,203	47,980
Total intangibles, net	374,007	375,784

The weighted average amortization period for amortizable assets is approximately nine years.

5 SEGMENTS

We operate as a single operating and reportable segment. The Chief Executive Officer (“CEO”) serves as our Chief Operating Decision Maker (“CODM”) and is responsible for evaluating financial performance and allocating resources. The CODM reviews financial information and makes operating decisions on a consolidated basis.

Our operations are organized into Strategic Business Units (“SBUs”) based on market. The SBU’s generally include one or more daily newspapers, several nondaily publications as well as the related digital operations. SBUs are internal, location-based operating components used for management purposes and do not represent separate operating or reportable segments. Separate operating results for each SBU are not reviewed by the CODM when assessing performance or making operating decisions. The CODM reviews our consolidated statements of (loss) income and balance sheets on a monthly basis and makes key decisions regarding resource allocation, including operating expenses and capital expenditures, primarily focusing on consolidated net (loss) income and consolidated total

assets. These consolidated statements are used by the CODM to monitor budget versus actual results and evaluate the return on assets.

Significant segment expenses are separately disclosed and presented in the Consolidated Statements of Loss (Income) and Comprehensive Loss (Income). The measure of segment assets is reported on the Consolidated Balance Sheets as Total Assets. The accounting policies of our operating segment are the same as those described in Note 1.

6 DEBT

We have debt consisting of a single 25-year term loan with BH Finance LLC, with an aggregate principal balance of \$455.5 million at a 9% annual fixed rate and maturing on March 16, 2045 (referred to herein as "Credit Agreement" and "Term Loan"). On December 28, 2025, the fair value was \$387.9 million, representing a Level 2 fair value measurement, which are fair values estimated using significant other observable inputs.

During the three months ended December 28, 2025, we had no Net Cash Proceeds, as defined in our Credit Agreement, from asset sales and did not make any principal debt payments as a result of non-core asset sales. Future payments are contingent on our ability to generate future excess cash flow, as defined in the Credit Agreement. As of December 28, 2025, there was no Excess Cash payment due as we did not generate the defined level of excess cash flow.

In February 2025, in an effort to provide short-term liquidity to fund the Cyber Incident's remediation efforts and other operations, BH Finance LLC waived the interest expense payment and BH Media Group, Inc. waived the lease payment due March 1, 2025, April 1, 2025, and May 1, 2025. As of September 28, 2025, the waivers increased the outstanding debt balance by \$11.3 million and was treated as non-cash activity within the statement of cash flows. These waivers were treated as modifications to the existing Credit Agreement. In addition, the May 2025 waiver was accompanied by an amendment to the Credit Agreement which includes provisions requiring us to prepay the loan in an aggregate amount equal to 100% of net cash proceeds received by us or our subsidiaries within three days following the receipt of net cash proceeds from asset sales and allowing BH Finance to assign its rights and obligations under the Credit Agreement to any person other than a natural person. Future payments are contingent on our ability to generate future Excess Cash Flow, as defined in the Credit Agreement.

See Note 12 for changes to our Credit Agreement related to a Subsequent Event.

7 PENSION, POSTRETIREMENT AND POSTEMPLOYMENT DEFINED BENEFIT PLANS

We are the sponsor of one single-employer defined benefit pension plan, the Lee Enterprises, Incorporated Pension Plan ("the Plan"). As previously announced to participants on October 22, 2025, we are executing a strategic termination of our fully funded benefit pension Plan, eliminating the long-term volatility tied to interest rate movement, mortality assumptions and asset performance, while preserving participant benefits and improving balance sheet flexibility. We terminated the Plan on December 28, 2025 and submitted a request for a determination of the Plan's qualified status to the United States Internal Revenue Service. We expect to complete the termination process, including payout, in late 2026.

Additionally, we provide retiree medical and life insurance benefits under postretirement plans at several of our operating locations. Through December 28, 2025, our liability and related expense for benefits under the plans are recorded over the service period of employees based upon annual actuarial calculations.

The net periodic pension and postretirement cost (benefit) components for our plans are as follows:

PENSION PLAN	Three months ended	
	December 28, 2025	December 29, 2024
<i>(Thousands of Dollars)</i>		
Service cost for benefits earned during the period	1	1
Interest cost on projected benefit obligation	1,977	2,034
Expected return on plan assets	(2,467)	(2,319)
Amortization of prior service benefit	212	212
Net periodic pension benefit	(277)	(72)
<hr/>		
POSTRETIREMENT MEDICAL PLANS	Three months ended	
	December 28, 2025	December 29, 2024
<i>(Thousands of Dollars)</i>		
Service cost for benefits earned during the period	—	1
Interest cost on projected benefit obligation	83	108
Expected return on plan assets	(391)	(410)
Amortization of net gain	(245)	(292)
Amortization of prior service benefit	(71)	(71)
Net periodic postretirement benefit	(624)	(664)

In the three months ended December 28, 2025 and December 29, 2024, we made no contributions to our pension plans. We have no required contributions to our pension plans for 2026.

Multi-employer Pension Plans

In prior periods, we completed withdrawals from several multi-employer plans. As of December 28, 2025 and September 28, 2025, we had \$22.0 million and \$22.4 million of accrued withdrawal liabilities. The liabilities reflect the estimated value of payments to the funds, payable over 20 years.

8 INCOME TAXES

We recorded an income tax expense of \$0.9 million related to loss before taxes of \$4.2 million for the three months ended December 28, 2025. We recorded an income tax expense of \$3.2 million related to loss before taxes of \$13.0 million for the three months ended December 29, 2024. The effective income tax rate for the three months ended December 28, 2025, was (21.4)% . The effective income tax rate for the three months ended December 29, 2024, was (25.0)%.

The primary differences between these rates and the U.S. federal statutory rate of 21% are because of state taxes, non-deductible expenses, increase in valuation allowance, and adjustments to reserves for uncertain tax positions, including any related interest.

We are evaluating the income tax impacts of the private placement financing and Second Amendment to the Credit Agreement as related to the subsequent events disclosed in Note 12.

9 LOSS PER COMMON SHARE

The following table sets forth the computation of basic and diluted earnings per common share:

(Thousands of Dollars and Shares, Except Per Share Data)	Three months ended	
	December 28, 2025	December 29, 2024
Loss attributable to Lee Enterprises, Incorporated:	(5,611)	(16,748)
Weighted average common shares	6,258	6,192
Less weighted average restricted Common Stock	(139)	(204)
Basic average common shares	6,119	5,988
Dilutive restricted Common Stock	—	—
Diluted average common shares	6,119	5,988
Loss per common share:		
Basic	(0.92)	(2.80)
Diluted	(0.92)	(2.80)

For the three months ended December 28, 2025 and December 29, 2024, no shares were considered in the computation of diluted earnings per common share because we recorded net losses.

Rights Agreement

On March 28, 2024, our Board of Directors adopted a stockholder rights plan (the "Rights Agreement"). Pursuant to the Rights Agreement, on March 28, 2024, our Board of Directors declared a dividend of one preferred share purchase right (a "Right"), payable on April 8, 2024, for each share of our Common Stock outstanding to the stockholders of record on that date. Each Right entitles the registered holder to purchase from the Company one one-thousandth of a share of Series C Participating Convertible Preferred Stock, without par value (the "Preferred Shares"), of the Company at a price of \$90.00 per one one-thousandth of a Preferred Share represented by a Right, subject to adjustment.

The Rights will initially trade with our Common Stock and will generally become exercisable only if any person or group, other than certain exempt persons, acquires beneficial ownership of 15% or more of our Common Stock outstanding. In the event the Rights become exercisable, each holder of a Right, other than the triggering person(s), will be entitled to purchase additional shares of our Common Stock at a 50% discount or the Company may exchange each Right held by such holders for one share of our Common Stock. The Rights Agreement was to continue in effect until March 27, 2025, or unless earlier redeemed or terminated by the Company, as provided in the Rights Agreement. On March 27, 2025, the Board of Directors extended the termination date of the Rights Agreement to March 27, 2026. The Rights have no voting or dividend privileges, and, unless and until they become exercisable, have no dilutive effect on the earnings of the Company.

The Rights Agreement applies equally to all current and future stockholders and is not intended to deter offers or preclude our Board of Directors from considering acquisition proposals that are fair and otherwise in the best interest of our stockholders. However, the overall effect of the Rights Agreement may render it more difficult or discourage a merger, tender offer, or other business combination involving us that is not supported by our Board of Directors.

On February 4, 2026, in connection with the closing of the private placement, the Board of Directors amended the termination date of the Rights Agreement to February 4, 2026 causing each Right to expire and to be extinguished and for the Rights Agreement to be terminated. See Note 12 for additional information related to the private placement.

10 CYBERSECURITY INCIDENT

On February 3, 2025, we experienced a cybersecurity incident that disrupted certain IT systems and resulted in unauthorized access to certain files (the "Cyber Incident"). We activated our incident-response plan, engaged third-party cybersecurity experts, notified law enforcement, and offered identity-protection services to affected customers and subscribers. The Cyber Incident adversely affected fiscal 2025 operating results; however, the incremental impact on revenues and certain operating expenses is not reasonably separable from other business factors. The incident remains under legal and forensic review, and we continue to implement security enhancements.

Since the incident occurred, we have incurred \$10.5 million loss of cash flows related to the Cyber Incident. Approximately \$3.7 million of this was incurred expenses, which were recognized in "Restructuring and Other" in the Consolidated Statements of (Loss) Income and Comprehensive (Loss) Income during the year ended September 28, 2025. We have filed insurance claims for the remaining \$6.8 million to cover business interruption related and other expenses.

We maintain cyber insurance with a \$0.5 million deductible. For the year ended September 28, 2025, we had submitted \$10.0 million of claims and received \$2.0 million of reimbursements, which are presented as a reduction of related costs within "Restructuring and other." For the three months ended December 28, 2025, we received an additional \$2.0 million in business interruption reimbursements that were recorded on a separate line within "Operating Expenses". The remaining business-interruption claims remain under review.

11 COMMITMENTS AND CONTINGENT LIABILITIES

Legal Proceedings

We are involved in a variety of legal actions that arise in the normal course of business. Insurance coverage mitigates potential loss for certain of these matters. While we are unable to predict the ultimate outcome of these legal actions, it is our opinion that the disposition of these matters will not have a material adverse effect on our Consolidated Financial Statements, taken as a whole.

Stoudemire et al. v. Lee Enterprises, Incorporated (Video Privacy Claim). On December 19, 2022, named Plaintiffs filed a Complaint in the U.S. District Court for the Southern District of Iowa alleging our news websites violate the Video Privacy Protection Act by disclosing to third parties certain data about users' video-watching habits. In particular, the Complaint alleged the websites use Facebook Pixel, a technology that allegedly links a user's Facebook profile to videos the user watches on our website. The claimants are asserting class action claims and allege statutory damages of \$2,500 per class member, punitive damages, and attorneys' fees. In July 2023, the Court denied our Motion to Dismiss. This claim was submitted for coverage under the our media insurance policy. The parties successfully mediated the case on November 5, 2024, and the court granted final approval of the class action settlement on August 14, 2025. The entire \$9.5 million settlement amount was paid by our insurance carriers in October 2025.

Fetes et al. v. Lee Enterprises, Incorporated (Cyber Incident). On June 12, 2025, Sarah Fetes filed a Complaint in the U.S. District Court for the Southern District of Iowa alleging claims arising out of a February 2025 cybersecurity incident, during which a third-party threat actor potentially accessed personal information of past and present Company employees existing on Company systems. Fetes and five additional named Plaintiffs filed a Consolidated Complaint on August 11, 2025. Plaintiffs allege that we failed to properly secure and safeguard personally identifiable information collected as part of our regular business practices. Plaintiffs sought damages for invasion of privacy and misuse of the compromised data, on behalf of themselves and a class consisting of approximately 39,700 individuals who received data breach notifications. This claim was submitted for coverage under our media insurance policy. The parties have reached a tentative settlement, all of which will be paid by our insurance carriers, in an amount that will be publicly disclosed through the court process. The settlement is subject to required court approval and open to objection by class members. We anticipate final approval of the settlement by August 2026. The probable settlement liability and insurance receivable are recorded within "Compensation and other accrued liabilities" and "Prepays and other" on the Consolidated Balance Sheets as of December 28, 2025.

Lineup Systems Corporation v. Lee Enterprises, Incorporated. In July 2025, Lineup filed suit against us for breach of contract, breach of the covenant of good faith and fair dealing, and quantum meruit arising from the contract between Lee and Lineup for the purchase and installation of software. The suit claims \$7.0 million in damages for failure to pay owed amounts, attorneys fees and interest. We filed a counter claim alleging breach of contract and fraudulent inducement. Trial has been set for October 18, 2027. Lineup filed a Motion for Judgment on the Pleadings for various counts and oral arguments were heard by the Court on the Motion for Judgment on the Pleadings on January 16, 2026. The Court is expected to rule in the next 90 days. Discovery is ongoing in this case and the outcome is uncertain at this time.

12 SUBSEQUENT EVENTS

PRIVATE PLACEMENT FINANCING AND RELATED AGREEMENTS

On February 5, 2026, we issued an aggregate of 16,000,000 shares of Common Stock, consisting of 15,384,615 shares of Common Stock to certain investors and 615,385 shares of Common Stock to service providers as reimbursement for certain expenses incurred by certain investors, at a price of \$3.25 per share in a private placement pursuant to the private placement agreement by and among the Company and the investors. The aggregate gross proceeds from the private placement were approximately \$50.0 million before deducting offering expenses. We expect to use the net proceeds for working capital and for other general corporate purposes.

The investors have also agreed to a lock-up with respect to the shares for a period of 180 days and standstill period of twelve months, subject to certain exceptions. With respect to the standstill, certain investors are each able to purchase up to 600,000 shares of Common Stock during the standstill period.

Further, in connection with the closing of the private placement, we amended our Certificate of Incorporation, increasing the number of authorized shares from 12,000,000 to 40,000,000.

Registration Rights Agreement

We entered into a registration rights agreement pursuant to which we will agree to provide certain customary registration rights, including the registration of the Shares for resale. We are required to use commercially reasonable efforts to file a registration statement with the Securities and Exchange Commission covering the resale by the investors of their shares within 60 days following the closing.

President and Chief Executive Officer Transition

In connection with the closing of the private placement agreement, Kevin Mowbray, our President and Chief Executive Officer, entered into an agreement to voluntarily retire from his positions at the Company and its subsidiaries and affiliates. Pursuant to this agreement, we have agreed to pay (i) a severance payment to Mr. Mowbray of \$1,500,000 payable in thirty-six installments and (ii) COBRA medical premiums for a period of 18 months for Mr. Mowbray and his spouse. In addition, Mr. Mowbray agreed to provide consultation, advice and assistance in the transition and operation of the Company's business as reasonably requested by the Company through May 31, 2026. In connection with the closing and the planned retirement of the Chief Executive Officer, Nathan Bekke, our current Chief Operating Officer, assumed the role of Interim Chief Executive Officer.

Vice President, Chief Financial Officer Transition

On November 17, 2025, Timothy R. Millage, Vice President, Chief Financial Officer informed us of his decision to resign from his positions with us to pursue an opportunity in church ministry. His resignation became effective February 3, 2026, and he has agreed to provide consulting services to the Company through May 31, 2026. In connection with Mr. Millage's resignation, we and Mr. Millage entered into a separation agreement, dated November 20, 2025 (the "Separation Agreement"). Under the terms of the Separation Agreement, Mr. Millage will receive (a) his full compensation through the end of his consulting role, (b) a severance payment equaling twenty-six weeks of his base salary, (c) the vesting of all unvested stock awards on February 3, 2026, and (d) survival of the indemnification terms under his employment agreement and indemnity agreement. The Separation Agreement also includes customary

non-compete, non-solicitation, and release of claims provisions. We have initiated a search process to identify a new Chief Financial Officer. Joshua P. Rinehults, our current Vice President of Operations and Finance, has been appointed as Vice President, Interim Chief Financial Officer, and Treasurer, effective as of February 3, 2026.

New Board Chairman

In connection with the closing of the private placement agreement, David Hoffmann was appointed to our board of directors for a term ending at our 2028 annual meeting. Additionally, pursuant to our second amended and restated bylaws, the board of directors appointed Mr. Hoffmann as Chairman, replacing Mary E. Junck, who previously served in the role. Ms. Junck is expected to remain a director on the Company's board through the expiration of her term at the Company's 2028 annual meeting.

Credit Agreement Amendment

Additionally, concurrently with the execution of the private placement agreement, we entered into the Second Amendment to Credit Agreement. The amendments became operative concurrently with the closing of the private placement agreement. The amendments include, among other things, a reduction of the applicable margin on our 25-year term loan from 9.00% to 5.00% for a period of five years following the closing and amending the definition of "Excess Cash Flow" such that the minimum amount of cash-on hand held by us before being deemed Excess Cash Flow would be equal to \$64.0 million for a five year period following the closing.

Rights Agreement Amendment

On February 4, 2026, in connection with the closing of the private placement agreement, the Board of Directors amended the termination date of the Rights Agreement to February 4, 2026, causing each Right to expire and to be extinguished and for the Rights Agreement to be terminated.

Financing costs

Costs related to the transaction are approximately \$4.7 million and will offset the financing proceeds in "Additional Paid-in Capital" on the Consolidated Balance Sheets once the private placement is completed. \$1.1 million in costs were paid by December 28, 2025 and are recorded as "Deferred Offering Costs" in the financing activity section of our Consolidated Statement of Cash Flows.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion includes comments and analysis relating to our results of operations and financial condition as of and for the three months ended December 28, 2025. This discussion should be read in conjunction with the Consolidated Financial Statements and related Notes thereto, included herein, and our 2025 Annual Report on Form 10-K.

RECENT DEVELOPMENTS

PRIVATE PLACEMENT FINANCING AND RELATED AGREEMENTS

Private Placement Agreement

At the closing of the private placement on February 5, 2026, we issued an aggregate of 16,000,000 shares of Common Stock, consisting of 15,384,615 shares of Common Stock to certain investors and 615,385 shares of Common Stock to service providers as reimbursement for certain expenses incurred by certain investors, at a price of \$3.25 per share through the private placement. The aggregate gross proceeds from the private placement were approximately \$50.0 million, before deducting offering expenses. We expect to use the net proceeds for working capital and for other general corporate purposes. Further, in connection with the closing, we amended our Certificate of Incorporation, increasing the number of authorized shares from 12,000,000 to 40,000,000.

Registration Rights Agreement

At the closing, in connection with the private placement agreement, we entered into a registration rights agreement pursuant to which we will agree to provide certain customary registration rights, including the registration of the Shares for resale. We are required to use commercially reasonable efforts to file a registration statement with the Securities and Exchange Commission covering the resale by the investors of their shares within 60 days following the closing.

Credit Agreement Amendment

Additionally, concurrently with the execution of the private placement agreement, we entered into the Second Amendment to Credit Agreement. The amendments became operative concurrently with the closing. The amendments include among other things, a reduction of the applicable margin on our 25-year term loan from 9.00% to 5.00% for a period of five years following the closing and amending the definition of "Excess Cash Flow" such that the minimum amount of cash-on-hand held by us before being deemed Excess Cash Flow would be equal to \$64.0 million for a period of five years.

Rights Agreement Amendment

On February 4, 2026, in connection with the closing of the private placement, the Board of Directors amended the termination date of the Rights Agreement to February 4, 2026, causing each Right to expire and to be extinguished and for the Rights Agreement to be terminated. See Note 12 of the unaudited condensed consolidated financial statements for additional discussion.

PRESIDENT AND CHIEF EXECUTIVE OFFICER TRANSITION

As discussed in Note 12, in connection and concurrently with the closing of the private placement, Kevin Mowbray, our President and Chief Executive Officer, entered into an agreement to voluntarily retire from his positions at the Company and its subsidiaries and affiliates. Pursuant to this agreement, we have agreed to pay (i) a severance payment to Mr. Mowbray of \$1,500,000 payable in thirty-six installments and (ii) COBRA medical premiums for a period of 18 months for Mr. Mowbray and his spouse. In addition, Mr. Mowbray agreed to provide consultation, advice and assistance in the transition and operation of our business as reasonably requested by us through May 31, 2026. In connection with the closing and the planned retirement of the Chief Executive Officer, Nathan Bekke, our current Chief Operating Officer, assumed the role of Interim Chief Executive Officer.

VICE PRESIDENT, CHIEF FINANCIAL OFFICER TRANSITION

On November 17, 2025, Timothy R. Millage, Vice President, Chief Financial Officer informed us of his decision to resign from his positions with us to pursue an opportunity in church ministry. His resignation became effective February 3, 2026, and he has agreed to provide consulting services to the Company through May 31, 2026. In connection with Mr. Millage's resignation, we and Mr. Millage entered into a separation agreement, dated November 20, 2025 (the "Separation Agreement"). Under the terms of the Separation Agreement, Mr. Millage will receive (a) his full compensation through the end of his consulting role, (b) a severance payment equaling twenty-six weeks of his base salary, (c) the vesting of all unvested stock awards on February 3, 2026, and (d) survival of the indemnification terms under his employment agreement and indemnity agreement. The Separation Agreement also includes customary non-compete, non-solicitation, and release of claims provisions. We have initiated a search process to identify a new Chief Financial Officer. Josh Rinehults, the Company's current Vice President of Operations and Finance, has been appointed as Vice President, Interim Chief Financial Officer, and Treasurer, effective as of February 3, 2026.

EXECUTIVE OVERVIEW

RESULTS OF OPERATIONS

For the three months ended December 28, 2025, our total operating revenue was \$130.1 million, down 10.0% from the three months ended December 29, 2024. Total Digital Revenue was \$70.3 million and represented 54.1% of our total operating revenue. Total Print Revenue was \$59.7 million, a 16.1% decrease to the three months ended December 29, 2024. We continued to deliver positive performance in our digital-only subscription business totaling \$22.7 million, driving year-over-year revenue growth of 5.3%. Another key piece of our digital business, Amplified Digital® agency revenue totaled \$23.6 million in the quarter.

Operating expenses totaled \$125.9 million and Cash Costs (a non-GAAP financial measure) totaled \$121.2 million, a 15.5% decrease and a 12.5% decrease, respectively, compared to the three months ended December 29, 2024 due to continued strong cost management, particularly in legacy revenue streams. Operating expenses during the quarter included \$2.0 million in business interruption insurance reimbursements related to the Cyber claim. The remaining business-interruption claims remain under review. See Note 10 for further discussion.

Net loss totaled \$5.1 million and Adjusted EBITDA (a non-GAAP financial measure) totaled \$12.3 million, a 68% and 61% increase, respectively, due primarily to the cost reduction actions noted above. Net loss for the quarter included \$2.0 million in insurance reimbursements discussed above.

Cash on the balance sheet totaled \$12.6 million. Debt, net of cash on the balance sheet, totaled \$443 million. Since May 2025, we have satisfied all principal and interest payments through organic free cash flow generation.

STRATEGY

We are a leading digital-first subscription and marketing services company committed to delivering high-quality, trusted, and deeply local news and information. Our mission is to strengthen and enrich the communities we serve by providing compelling local content, superior subscriber experiences, and innovative, data-driven advertising and marketing solutions. Through a premium, high-margin portfolio of digital products and marketing services — including owned-and-operated platforms, branded content, over-the-top advertising, AI-powered solutions, and targeted print — we enable more than 15,000 local advertisers to meaningfully engage customers, strengthen their brands, and accelerate growth.

Our core strategy is to expand audiences and deepen engagement by delivering robust, hyper-local content that informs and connects our communities. We are committed to creating, collecting, and distributing trusted local news and information across platforms designed to meet audiences wherever they are — print, web, mobile, social, and emerging channels. At the same time, we are investing in world-class digital products that elevate the subscriber experience through personalization, seamless access, and continuous innovation.

RESULTS OF OPERATIONS

Three Months Ended December 28, 2025

Operating results are summarized below.

<i>(Thousands of Dollars, Except Per Common Share Data)</i>	December 28, 2025	December 29, 2024	Percent Change
Operating revenue:			
Print advertising revenue	17,191	19,861	(13.4)%
Digital advertising revenue	42,795	46,729	(8.4)%
Advertising and marketing services revenue	59,986	66,590	(9.9)%
Print subscription revenue	34,996	43,432	(19.4)%
Digital subscription revenue	22,706	21,565	5.3 %
Subscription revenue	57,702	64,997	(11.2)%
Print other revenue	7,546	7,888	(4.3)%
Digital other revenue	4,828	5,087	(5.1)%
Other revenue	12,374	12,975	(4.6)%
Total operating revenue	130,062	144,562	(10.0)%
Operating expenses:			
Compensation	49,433	60,254	(18.0)%
Newsprint and ink	2,963	3,616	(18.1)%
Insurance proceeds	(2,000)	—	100.0 %
Other operating expenses	68,814	74,680	(7.9)%
Depreciation and amortization	3,579	6,265	(42.9)%
Assets gain on sales, impairments and other	(3)	(929)	(99.7)%
Restructuring costs and other	3,148	5,150	(38.9)%
Total operating expenses	125,934	149,036	(15.5)%
Equity in earnings of associated companies	1,080	1,122	(3.7)%
Operating income	5,208	(3,352)	***
Non-operating income (expense):			
Interest expense	(10,248)	(10,282)	(0.3)%
Pension and other post employment benefits ("OPEB") related and other, net	845	653	29.4 %
Total non-operating expense, net	(9,403)	(9,629)	(2.3)%
Loss before income taxes	(4,195)	(12,981)	(67.7)%
Income tax benefit	931	3,243	(71.3)%
Net loss	(5,126)	(16,224)	(68.4)%
Loss per common share:			
Basic	(0.92)	(2.80)	(67.2)%
Diluted	(0.92)	(2.80)	(67.2)%

*** Indicates an absolute value percentage change greater than 100.

Operating Revenue

Total operating revenue was \$130.1 million in the three months ended December 28, 2025, down \$14.5 million, or 10.0%, compared to the the three months ended December 29, 2024.

Advertising and marketing services revenue totaled \$60.0 million in the three months ended December 28, 2025, down 9.9% compared to the three months ended December 29, 2024. Print advertising revenues were \$17.2 million in the three months ended December 28, 2025, down 13.4% compared to the three months ended December 29, 2024 related to continued secular declines in demand for print advertising. Digital advertising and marketing services totaled \$42.8 million in the three months ended December 28, 2025, down 8.4% compared to the three months ended December 29, 2024. Digital advertising and marketing services represented 71.3% of the three months ended December 28, 2025 total advertising and marketing services revenue, compared to 70.2% in the same period last year.

Subscription revenue totaled \$57.7 million in the three months ended December 28, 2025, down 11.2% compared to the three months ended December 29, 2024. Declines in volumes, consistent with historical and industry trends were partially offset by strategic rate increases. Digital-only subscribers now total 609,000 as December 28, 2025. Digital-only subscription revenue grew 5.3% compared to the the three months ended December 29, 2024.

Other revenue, which primarily consists of commercial printing revenue and digital services from BLOX Digital, decreased \$0.6 million, or 4.6%, in the three months ended December 28, 2025 compared to the three months ended December 29, 2024. Digital services revenue totaled \$4.8 million in the three months ended December 28, 2025, a 5.1% decrease compared to the three months ended December 29, 2024. Commercial printing revenue totaled \$3.9 million in the three months ended December 28, 2025, a 5.7% decrease compared to the three months ended December 29, 2024, primarily driven by lower print volumes from our partners.

Total digital revenue including digital advertising revenue, digital subscription revenue and digital services revenue totaled \$70.3 million in the three months ended December 28, 2025, a decrease of 4.2% over the three months ended December 29, 2024, and represented 54.1% of our total operating revenue in the the three months ended December 28, 2025

Equity in earnings of TNI and MNI in the three months ended December 28, 2025 is essentially flat to the three months ended December 29, 2024.

Operating Expenses

Total operating expenses were \$125.9 million in the three months ended December 28, 2025, a 15.5% decrease compared to the three months ended December 29, 2024. Cash Costs, a non-GAAP financial measure used to summarize certain operating expense (see reconciliation of Non-GAAP financial measures below), were down 12.5% in the three months ended December 28, 2025. These decreases were primarily due to cost reduction actions put in place in year ended September 28, 2025.

Compensation expense decreased \$10.8 million in the three months ended December 28, 2025, or 18.0%, compared to the three months ended December 29, 2024 from reductions in full time employees due to continued business transformation efforts.

Newsprint and ink costs decreased \$0.7 million in the three months ended December 28, 2025, or 18.1%, compared to the three months ended December 29, 2024. The decrease is attributable to declines in newsprint volumes and delivery costs.

Other operating expenses decreased \$5.9 million in the three months ended December 28, 2025, or 7.9%, compared to the three months ended December 29, 2024. Other operating expenses include all operating costs not considered to be compensation, newsprint, depreciation and amortization, or restructuring costs and assets loss on sales, impairments, and other, net. The largest components are costs associated with printing and distribution of our printed products, digital cost of goods sold and facility expenses.

Restructuring costs and other decreased \$2.0 million, or 38.9% in the three months ended December 28, 2025, compared to the three months ended December 29, 2024. The prior year quarter included significant costs associated with the shutdown of one of our production facilities.

Depreciation and amortization expense decreased \$2.7 million, or 42.9%, in the three months ended December 28, 2025. The decrease in both is attributable to assets being fully depreciated or amortized.

Assets gain on sales, impairments and other, was de minimis in the three months ended December 28, 2025 (a net gain of \$0.0 million) compared to a net gain of \$0.9 million in the the three months ended December 29, 2024.

Total operating expenses during the quarter included \$2.0 million in business interruption reimbursements.

The factors noted above resulted in an operating income of \$5.2 million in the three months ended December 28, 2025 compared to an operating loss of \$3.4 million in the three months ended December 29, 2024.

Non-operating Income and Expense

Non-operating income and expense decreased by \$0.2 million, or 2.3%. The decrease is primarily driven by an increase in Pension and OPEB related benefits. Our weighted average cost of debt was 9% at the end of both the three months ended December 28, 2025 and the three months ended December 29, 2024.

Income Tax Benefit

We recorded an income tax expense of \$0.9 million, or (21.4)% of pretax loss in the three months ended December 28, 2025. In the three months ended December 29, 2024, we recorded an income tax expense of \$3.2 million, or (25.0)% of pretax loss.

Net loss and Loss Per Share

Net loss was \$5.1 million and diluted loss per share were \$0.92 for the three months ended December 28, 2025 compared to net loss of \$16.2 million and diluted losses per share of \$2.80 for the the three months ended December 29, 2024. The change reflects the various items discussed above.

NON-GAAP FINANCIAL MEASURES

We use non-GAAP financial performance measures to supplement the financial information presented on a GAAP basis. These non-GAAP financial measures should not be considered in isolation or as a substitute for the relevant GAAP measures and should be read in conjunction with information presented on a GAAP basis.

In this report, we present Adjusted EBITDA and Cash Costs which are non-GAAP financial performance measures that exclude from our reported GAAP results the impact of certain items consisting primarily of restructuring charges and non-cash charges. We believe such expenses, charges and gains are not indicative of normal, on-going operations, and their inclusion in results makes for more difficult comparisons between years and with peer group companies. In the future, however, we are likely to incur expenses, charges and gains similar to the items for which the applicable GAAP financial measures have been adjusted and to report non-GAAP financial measures excluding such items. Accordingly, exclusion of those or similar items in our non-GAAP presentations should not be interpreted as implying the items are non-recurring, infrequent, or unusual.

We define our non-GAAP measures, which may not be comparable to similarly titled measures reported by other companies, as follows:

Adjusted EBITDA is a non-GAAP financial performance measure that enhances financial statement users' overall understanding of our operating performance. The measure isolates unusual, infrequent, or non-cash transactions from the operating performance of the business. This allows users to easily compare operating performance among various fiscal periods and how management measures the performance of the business. This measure also provides users with a benchmark that can be used when forecasting our future operating performance that excludes unusual, nonrecurring or one-time transactions. Adjusted EBITDA is also a component of the calculation used by stockholders and analysts to determine the value of our business when using the market approach, which applies a market multiple to financial metrics. It is also a measure used to calculate our leverage ratio, which is a key financial ratio monitored and used by us and our investors. Adjusted EBITDA is defined as net income (loss), plus non-operating expenses, net, income tax expense (benefit), depreciation and amortization, assets loss (gain) on sales, impairments and other, restructuring costs and other, stock compensation and our 50% share of EBITDA from TNI and MNI, minus equity in earnings of TNI and MNI.

Cash Costs represent a non-GAAP financial performance measure of operating expenses which are measured on an accrual basis and settled in cash. This measure is useful to investors in understanding the components of our cash-settled operating costs. Generally, we provide forward-looking guidance of Cash Costs, which can be used by financial statement users to assess our ability to manage and control its operating cost structure. Cash Costs are defined as compensation, newsprint and ink and other operating expenses and exclude restructuring costs and other, which are typically settled in cash.

Adjusted EBITDA and Cash Costs are reconciled to net income (loss) and operating expenses, below, the closest comparable numbers under GAAP.

RECONCILIATION OF NON-GAAP FINANCIAL MEASURES

(UNAUDITED)

The table below reconciles the non-GAAP financial performance measure of Adjusted EBITDA to net income, the most directly comparable GAAP measure:

<i>(Thousands of Dollars)</i>	Three months ended	
	December 28, 2025	December 29, 2024
Net loss	(5,126)	(16,224)
Adjusted to exclude		
Income tax expense	931	3,243
Non-operating expenses, net	9,403	9,629
Equity in earnings of TNI and MNI	(1,080)	(1,122)
Depreciation and amortization	3,579	6,265
Restructuring costs and other	3,148	5,150
Assets gain on sales, impairments and other, net	(3)	(929)
Stock compensation	328	430
Add:		
Ownership share of TNI and MNI EBITDA (50%)	1,101	1,167
Adjusted EBITDA	12,281	7,609

The table below reconciles the non-GAAP financial performance measure of Cash Costs to Operating expenses, the most directly comparable GAAP measure:

<i>(Thousands of Dollars)</i>	Three months ended	
	December 28, 2025	December 29, 2024
Operating expenses	125,934	149,036
Adjustments		
Depreciation and amortization	3,579	6,265
Assets gain on sales, impairments and other, net	(3)	(929)
Restructuring costs and other	3,148	5,150
Insurance proceeds	(2,000)	—
Cash Costs	121,210	138,550

LIQUIDITY AND CAPITAL RESOURCES

A summary of our cash flows is included in the narrative below.

Operating Activities

Cash provided by operating activities totaled \$4.5 million in the three months ended December 28, 2025 compared to cash used by operating activities of \$7.3 million in the three months ended December 29, 2024, an increase of \$11.8 million. The increase was primarily driven by an increase in operating results of \$8.3 million (defined as net loss adjusted for non-working capital items) and an increase in working capital of \$3.5 million. The increase in working capital is primarily related to elevated prepaid offering costs and accrued liabilities related to the private offering transaction.

Investing Activities

Cash used in investing activities totaled \$0.8 million in the three months ended December 28, 2025 compared to cash provided by investing activities of \$3.9 million in the in the three months ended December 29, 2024. The three months ended December 29, 2024 included \$5.4 million in proceeds from the sale of assets as we divested non-core real estate.

Financing Activities

Cash required for financing activities was \$1.1 million for the three months ended December 28, 2025 due to offering costs that will offset the proceeds from the private placement.

Additional Information on Liquidity

PRIVATE PLACEMENT FINANCING AND RELATED AGREEMENTS

As discussed in Note 12, on December 30, 2025, we entered into an agreement pursuant to which we agreed to issue and sell an aggregate of 15,384,615 shares of our common stock at a purchase price of \$3.25 per share in a private placement. The aggregate gross proceeds from the private placement are expected to be approximately \$50.0 million, before deducting offering expenses. We expect to use the net proceeds for working capital and for other general corporate purposes. Our liquidity, consisting of cash on the balance sheet, totaled \$12.6 million on December 28, 2025. This liquidity amount excludes any future cash flows from operations. For the three months ending December 28, 2025, cash provided by operating activities totaled \$4.5 million. The current operating environment, business transformation spending, and impacts from the Cyber Incident have reduced net cash flows and put pressure on our liquidity. In response to the current challenges, we have implemented specific plans to maintain sufficient liquidity for the foreseeable future, including for at least the next 12 months.

Our plan includes reducing operating and capital spending and reducing outstanding accounts receivable. Reductions in operating expenses and capital spending largely impact our print businesses and future products that are not generating revenue today.

We executed our plan in the quarter ended December 28, 2025, resulting in an improvement in operating results (defined as net loss adjusted for non-working capital items). This improvement marked a significant milestone in the cyber recovery, as all mandatory and principal payments were funded through cash from operations since May 2025. We anticipate the improvement to continue into future quarters.

Please see "Recent Developments" for discussion of the Credit Agreement Amendment, which became operative upon the closing of the private placement.

CHANGES IN LAWS AND REGULATIONS

Wage Laws

The United States and various state and local governments are considering increasing their respective minimum wage rates. Most of our employees are paid more than the current United States or state minimum wage rates. However, until changes to such rates are enacted, the impact of the changes cannot be determined.

Item 3. Controls and Procedures

EVALUATION OF DISCLOSURE CONTROLS AND PROCEDURES

Under the supervision and with the participation of our senior management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, as of the end of the period covered by this Quarterly Report on Form 10-Q (the "Evaluation Date"). Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that as of the Evaluation Date, our disclosure controls and procedures were effective.

CHANGES IN INTERNAL CONTROL OVER FINANCIAL REPORTING

There have been no changes in our internal control over financial reporting that occurred during the 13 weeks ended December 28, 2025, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II OTHER INFORMATION

Item 1. Legal Proceedings

We are involved in a variety of legal actions that arise in the normal course of business. Insurance coverage mitigates potential loss for certain of these matters. While we are unable to predict the ultimate outcome of these legal actions, it is our opinion that the disposition of these matters will not have a material adverse effect on our Consolidated Financial Statements, taken as a whole.

Stoudemire et al. v. Lee Enterprises, Incorporated (Video Privacy Claim). On December 19, 2022, named Plaintiffs filed a Complaint in the U.S. District Court for the Southern District of Iowa alleging our news websites violate the Video Privacy Protection Act by disclosing to third parties certain data about users' video-watching habits. In particular, the Complaint alleged the websites use Facebook Pixel, a technology that allegedly links a user's Facebook profile to videos the user watches on our website. The claimants are asserting class action claims and allege statutory damages of \$2,500 per class member, punitive damages, and attorneys' fees. In July 2023, the Court denied our Motion to Dismiss. This claim has been submitted for coverage under the our media insurance policy. The parties successfully mediated the case on November 5, 2024, and the court granted final approval of the class action settlement on August 14, 2025. The entire \$9.5 million settlement amount was paid by our insurance carriers in October 2025.

Fetes et al. v. Lee Enterprises, Incorporated (Cyber Incident). On June 12, 2025, Sarah Fetes filed a Complaint in the U.S. District Court for the Southern District of Iowa alleging claims arising out of a February 2025 cybersecurity incident, during which a third-party threat actor potentially accessed personal information of past and present Company employees existing on Company systems. Fetes and five additional named Plaintiffs filed a Consolidated Complaint on August 11, 2025. Plaintiffs allege that we failed to properly secure and safeguard personally identifiable information collected as part of our regular business practices. Plaintiffs sought damages for invasion of privacy and misuse of the compromised data, on behalf of themselves and a class consisting of approximately 39,700 individuals who received data breach notifications. This claim was submitted for coverage under our media insurance policy. The parties have reached a tentative settlement, all of which will be paid by our insurance carriers, in an amount that will be publicly disclosed through the court process. The settlement is subject to required court approval and open to objection by class members. We anticipate final approval of the settlement by August 2026. The probable settlement liability and insurance receivable are recorded within "Compensation and other accrued liabilities" and "Prepays and other" on the Consolidated Balance Sheets as of December 28, 2025.

Lineup Systems Corporation v. Lee Enterprises, Incorporated. In July 2025, Lineup filed suit against us for breach of contract, breach of the covenant of good faith and fair dealing, and quantum meruit arising from the contract between Lee and Lineup for the purchase and installation of software. The suit claims \$7.0 million in damages for failure to pay owed amounts, attorneys fees and interest. We filed a counter claim alleging breach of contract and fraudulent inducement. Trial has been set for October 18, 2027. Lineup filed a Motion for

Judgment on the Pleadings for various counts and oral arguments were heard by the Court on the Motion for Judgment on the Pleadings on January 16, 2026. The Court is expected to rule in the next 90 days. Discovery is ongoing in this case and the outcome is uncertain at this time.

Item 1A Risk Factors

Except as otherwise described herein, there have been no material changes in the risk factors previously disclosed in “Part I, Item 1A. Risk Factors” of our 2025 Form 10-K.

Item 5. Other Information

Cybersecurity Incident

On February 3, 2025, we experienced a cybersecurity incident that disrupted certain IT systems and resulted in unauthorized access to certain files (the “Cyber Incident”). We activated our incident-response plan, engaged third-party cybersecurity experts, notified law enforcement, and offered identity-protection services to affected customers and subscribers. The Cyber Incident adversely affected fiscal 2025 operating results; however, the incremental impact on revenues and certain operating expenses is not reasonably separable from other business factors. The incident remains under legal and forensic review, and we continue to implement security enhancements.

Since the incident occurred, we have incurred \$10.5 million loss of cash flows related to the Cyber Incident. Approximately \$3.7 million of this was incurred expenses were recognized in "Restructuring and Other" in the Consolidated Statements of (Loss) Income and Comprehensive (Loss) Income during the year ended September 28, 2025. We have filed insurance claims for the remaining \$6.8 million to cover business interruption related losses and other expenses.

We maintain cyber insurance with a \$0.5 million deductible. For the year ended September 28, 2025, we had submitted \$10.0 million of claims and received \$2.0 million of reimbursements, which are presented as a reduction of related costs within “Restructuring and other.” For the three months ended December 28, 2025, we received \$2.0 million in business interruption reimbursements that were recorded on their own line in "Operating Expenses". The remaining business-interruption claims remain under review.

Item 6. Exhibits

Exhibits marked with an asterisk (*) are incorporated by reference to documents previously filed by us with the SEC, as indicated. Exhibits marked with a plus (+) are management contracts or compensatory plan contracts or arrangements filed pursuant to Item 601(b)(10)(iii)(A) of Regulation S-K. All other documents listed are filed with this Quarterly Report on Form 10-Q.

Number	Description	
3.1*	Amended and Restated Certificate of Incorporation of the Company, effective as of January 30, 2012 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on February 3, 2012).	
3.2*	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Company, effective as of March 12, 2021 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on March 12, 2021).	
3.3*	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Company, effective as of February 3, 2026 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on February 5, 2026).	
3.4*	Second Amended and Restated By-Laws of the Company, effective as of June 26, 2019 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on June 27, 2019).	
3.5*	Certificate of Elimination, effective as of February 4, 2026 (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K filed on February 5, 2026).	
4.1*	Amendment No. 2 to Rights Agreement, dated as of February 4, 2026, by and between the Company and Equiniti Trust Company, LLC (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on February 5, 2026).	
10.1*	Stock Purchase Agreement, dated as of December 30, 2025, by and among the Company, Anchor Investor and the Other Investors party thereto (incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K filed on December 30, 2025).	
10.2*	Form of Registration Rights Agreement (incorporated by reference to Exhibit 10.2 of the Company's Current Report on Form 8-K filed on December 30, 2025).	
10.3*	Executive Retirement and Transition Agreement, dated as of December 30, 2025, by and between the Company and Kevin Mowbray (incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K filed on December 30, 2025).	
10.4*	Second Amendment to Credit Agreement, dated as of December 30, 2025, by and between the Company and the Lender (incorporated by reference to Exhibit 10.5 of the Company's Current Report on Form 8-K filed on December 30, 2025).	
10.5	Executive Separation and Transition Agreement, dated as of November 21, 2025, by and between the Company and Timothy R. Millage as of November 21 2025.	Attached
31.1	Rule 13a-14(a) Certification of Chief Executive Officer	Attached
31.2	Rule 13a-14(a) Certification of Chief Financial Officer	Attached
32.1	Section 1350 Certification of Chief Executive Officer	Attached
32.2	Section 1350 Certification of Chief Financial Officer	Attached
101.INS	Inline XBRL Instance Document (the Instance Document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document)	Attached
101.SCH	Inline XBRL Taxonomy Extension Schema Document	Attached
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document	Attached
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document	Attached
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document	Attached
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document	Attached
104	Cover Page Interactive Data File (formatted as Inline XBRL and embedded within the Inline XBRL document)	Attached

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

/s/ Joshua P. Rinehults

Joshua P. Rinehults

Vice President, Interim Chief Financial Officer and Treasurer
(Principal Financial and Accounting Officer)

February 11, 2026

EXECUTIVE SEPARATION AND TRANSITION AGREEMENT

This Executive Separation and Transition Agreement (the "Agreement") is made by and between **LEE ENTERPRISES, INCORPORATED** (hereinafter "Lee" or the "Company") and **TIMOTHY R. MILLAGE** (hereinafter "Millage") as of November 21, 2025.

RECITALS:

Millage intends to resign, effective February 28, 2026 (or sooner by mutual agreement of both parties) (the "Effective Date"), from the position of Vice President, Chief Financial Officer and Treasurer of Lee, as an officer and director of any Lee subsidiary or affiliate, and as an employee of Lee;

Lee and Millage desire to set forth certain agreements with respect to Millage's resignation from employment with Lee.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Resignation.** Millage hereby resigns, effective on the Effective Date, from the position of Vice President, Chief Financial Officer and Treasurer of Lee, as an officer and director of any Lee subsidiary or affiliate, and as an employee of Lee, and Lee hereby accepts such resignation. Millage shall receive all pay and benefits thru the Effective Date. The consideration set forth in this Agreement shall be in satisfaction of, and Millage waives all rights to or in respect of, any salary or other compensation or perquisite, whether or not fully earned, accrued or vested at the Effective Date not described in paragraph 2. This includes but is not limited to accrued and unused vacation, and any claims which are capable of assertion as a consequence of or in connection with his employment or resignation from employment. Millage shall have the right to convert his status in his Lee benefits as may be provided under the benefit plan documents or by federal or state statute to a resigning executive of Lee, including COBRA.

2. **Transition.** Company agrees Millage shall be permitted to perform his services to the Company on a part-time, remote basis during the period January 1, 2026 until the Effective Date (the "Transition Period"). During the Transition Period, Millage shall continue to be, and serve as Vice President, Chief Financial Officer and Treasurer of the Company, as well as serve as officer and director of any Lee subsidiary and affiliate, and shall devote reasonably necessary time and effort to such duties and responsibilities and will cooperate with the Company to achieve an orderly transition to his successor. Millage shall receive full pay and benefits until May 31, 2026.

3. **Consulting Services Agreement.** Millage hereby agrees, commencing on the Effective Date and extending through May 31, 2026 (the "Consulting Term"), to provide such consultation, advice and assistance in the operation of Lee's business as shall be requested,

by Kevin Mowbray, President and Chief Executive Officer, his successor or his designee. Millage hereby agrees to make himself available to Lee by telephone and email for such consultation, advice and assistance as reasonably necessary to inform executives of Lee with regard to matters as to which Millage has knowledge as a consequence of and related to his employment by Lee. Reasonable out-of-pocket expenses incurred by Millage in providing such consulting services shall be paid or reimbursed by Lee.

4. **Additional Consideration.** Provided Millage has not revoked this Agreement as set forth in Exhibit "A" attached, as additional consideration for transition and consulting services, and the covenants of Millage in paragraph 6 and 7 of this Agreement, Lee agrees as follows:

- (a) The Company agrees to pay Millage a severance of \$262,500.00 upon the earlier to occur of 1) closing of Company equity raise transaction or 2) February 28, 2026.
- (b) All restricted stock awarded under Company's LTIP shall vest upon the Effective Date.
- (c) Millage shall be permitted to retain his Company issued laptop and Ipad, with appropriate deletion for protection of confidential information of the Company.

5. **Indemnification.** Provided that Millage does not breach any provisions of this Agreement, Millage will continue to be entitled to indemnification from Lee, as and to the extent provided in its Certificate of Incorporation or By-laws, or in its Indemnification Agreement with Millage dated August 1, 2018, with respect to acts occurring while he was or is an officer or employee of, or consultant to Lee, or performed services for any employee benefit plan of Lee, and Millage will continue to be entitled to coverage with respect to such acts to the extent afforded under any liability insurance maintained by Lee for the general benefit of its employees, officers and directors.

6. **Non-Competition, Non-Solicitation and Confidential Information.** In consideration of the Payments to be made hereunder:

(a) Unless approved by the President and Chief Executive Officer of the Company in advance, for a period of two years following the Effective Date, Millage shall not Compete with the Company, or any of its affiliated companies, provided Millage is permitted to own up to one percent (1%) of the outstanding capital stock or other equity interests of any publicly-traded Person that is a Competitor.

(b) Unless approved by the President and Chief Executive Officer of the Company in advance, Millage shall not, directly or indirectly, solicit the employment of, assist in the soliciting of the employment of, or hire any employee of the Company or any of its affiliated companies, or induce any Person who is an employee, agent or contractor of the Company to terminate such relationship, or to join with Millage or any other Person for the purpose of leaving

the employ or such other relationship with the Company or any of its affiliated companies and undertaking any form of business. The preceding sentence shall not prevent Millage's employer from hiring any employee of the Company who contacts Millage's employer of his or her own initiative in response to advertisements or other general solicitations of employment from Millage's employer.

(c) During the Term of this Agreement, Millage shall not, directly or indirectly, solicit Customers for any purpose related to the Restricted Business.

(d) The restrictions set forth in subparagraphs 6(b) and 6(c) shall not apply to general advertising or other general solicitations not intended to target employees or Customers of the Company.

(e) Millage shall hold in a fiduciary capacity for the benefit of the Company all secret or confidential information, knowledge or data relating to the Company or any of its affiliated companies, and their respective businesses, which shall have been obtained by Millage during Millage's employment by the Company or any of its affiliated companies and which shall not be or become public knowledge (other than by acts by Millage or representatives of Millage in violation of this Agreement). After termination of Millage's employment with the Company, Millage shall not, without the prior written consent of the Company or as may otherwise be required by law or legal process, communicate or divulge any such information, knowledge or data to anyone other than the Company and those designated by it. In no event shall an asserted violation of the provisions of this subparagraph 6(e) constitute a basis for deferring or withholding any amounts otherwise payable to the Millage under this Agreement.

(f) In the event of Millage's actual or threatened breach of this paragraph 6, the Company shall be entitled to an injunction restraining Millage therefrom, and shall not be deemed to be the exclusive remedy for any such breach, but shall be in addition to all other remedies at law or in equity. Millage agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. If, at the time of enforcement of this paragraph 6, a court holds that the restrictions stated herein are unreasonable under circumstances then existing, the parties hereto agree that the maximum period, scope or geographical area reasonable under such circumstances shall be substituted for the stated period, scope or area and that the court shall be allowed to revise the restrictions contained herein to cover the maximum period, scope and area permitted by law.

(g) For purposes of this paragraph 6, the following terms shall have the respective meanings set forth below:

(i) "Compete" means to, directly or indirectly, own, manage, control or participate in the ownership, management, or control of, or be employed or engaged by or otherwise affiliated or associated as a consultant, independent contractor or otherwise with, any Competitor, or otherwise directly or indirectly engage in any Restricted Business primarily targeted to the Restricted Area; provided that Compete shall not include providing consultative services regarding cost management or reduction strategies or initiatives.

(ii) "Competitor" means any Person (other than the Company or its affiliated companies) who undertakes any Restricted Business.

(iii) "Customer" means any Person who was a customer of, had a contractual relationship with, or was a prospective customer of the Company or its affiliated companies, at any time within the twenty-four (24) month period ending on the Effective Date.

(iv) "Person" means any individual, entity or group within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended.

(v) "Restricted Business" shall mean any multi media news and/or advertising business that competes with the Company.

7. **RELEASE.** In exchange for receiving the severance payment described in Section 4(a) above, Millage releases the Company, its directors, officers, and any affiliate or subsidiary from any and all debts, obligations, claims, losses, injuries, damages, causes of action, demands or any other rights arising out of or related to his employment with Lee, the termination of such employment, or any compensation of any nature either paid or alleged to be owing to you, including, but not limited to:

- a. Any claim relating to alleged employment discrimination, harassment, or civil rights violations whether based upon statutory or common law claims, such as, but not limited to, any possible claims arising under Title VII of the Civil Rights Act of 1964, as amended; the Family and Medical Leave Act; the Age Discrimination in Employment Act of 1967, as amended; the Older Worker Benefits Protection Act, as amended; the Americans with Disabilities act, as amended; the Civil Rights Act of 1991; the Employee Retirement Income Security Act, as amended; the Iowa Civil Rights Act, as amended, and any other federal, state, or local statute or law;
- b. Any claim under any agreement between Millage and the Company;
- c. Any other claim related to wrongful discharge, breach of any express or implied promise, misrepresentation, retaliation, whistleblower claims, breach of public policy, breach of any privacy rights, infliction of emotional distress, negligence, defamation, claims for lost wages or bonuses, claims relating to any form of employee benefits, claims for attorney fees or costs; and
- d. Any other claim, action or liability arising under any federal, state or local statute or ordinance, or common law arising out of or in connection with your employment with the Company.

This Release Agreement is intended to include all claims that may exist at the time of its execution, including claims that Millage may not know or suspect to exist. Execution of this Release Agreement shall result in the extinguishment of any such claim or claims.

By signing this Agreement, Millage also gives up any and all rights he may have for individual relief under the laws listed above, and any other laws.

In exchange for the payment made under this Agreement, Millage specifically waives any claims that he may have under the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, and any successor to either of these laws or any other similar law.

A “covenant not to sue” is a legal term, and it is different from the Release of all claims set forth above. Besides waiving and releasing the claims covered in the Release of all claims section above, to the fullest extent permitted by law, Millage agrees never to sue Lee in any forum for any reason arising out of or related in any way to his employment and/or separation of employment, including but not limited to claims, laws or theories covered by the Release of all claims language set forth above.

By signing this Agreement, Millage will not waive (a) your rights under state unemployment insurance law, (b) your rights under state workers compensation laws, (c) the right to file a charge or complaint or otherwise communicate with the EEOC or equivalent state agency or other governmental agency, although you agree that you are waiving any right you may have to obtain or receive any monetary damages or other relief of any kind directly from the Company or Lee as a result of any action or proceeding brought by you or by any other person or entity on your behalf regarding such claims; (d) any other rights or claims you may have that cannot, by law, be released by private agreement; and (e) any rights or claims that arise after the date of this Agreement. Nothing in this Agreement is intended to or will be used in any way to limit Millage rights to communicate with, participate in any investigation or proceeding conducted by, or report any allegations of unlawful conduct to a government agency, as provided for, protected under or warranted by applicable law.

By signing this Agreement, Millage represents that (a) he has disclosed to Lee any and all work-related injuries that he may have suffered; and (b) he has been paid in full all wages due and owing for any and all work performed for Lee. If there is any work-related injury that has not been reported or if have not been paid for all work performed, Millage must report this to his Human Resources representative immediately.

8. **Notices.** Any notices to be given hereunder by either party to the other shall be effective when mailed, registered or certified, postage prepaid with return receipt requested, except as otherwise noted. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change address by written notice to the other.

If to Lee: Kevin Mowbray
President and Chief Executive Officer
Lee Enterprises, Incorporated
201 N. Harrison St., Suite 600
Davenport, IA 52801
Kevin.Mowbray@lee.net

If to Millage: Timothy Millage
5718 Judge Rd.
Bettendorf, IA 52722
[ADD PERSONAL EMAIL]

9. **Independent Consultation.** Millage acknowledges that he has been advised to consult with advisors of his choice, including an attorney and a tax or financial consultant, prior to signing this Agreement; that he has been afforded an opportunity to review this Agreement with advisors of his choice, including an attorney or tax or financial consultant; that he has read and understands this Agreement; and that he has signed this Agreement freely and voluntarily.

10. **Modification.** Any modification of this Agreement will be effective only if in writing and signed by both parties.

11. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of any such provision. The rights granted each party herein are cumulative and the election of one shall not constitute a waiver of such party's right to assert all legal remedies available under the circumstances.

12. **Right to Cure.** Any material violation by either party to this Agreement shall, after notice to the violator with an opportunity to cure said violation and without the cure thereof within a reasonable period (not to exceed 10 days with respect to monetary items and 30 days otherwise), entitle the other party to proceed against the violator by all legal and equitable process available, including injunctive relief and monetary damages. In the event of violation or threatened violation of this Agreement, then in addition to any other damages or remedies available, the prevailing party shall be entitled to recover reasonable attorney's fees and all costs of suit incurred in enforcing this Agreement.

13. **Successors and Assigns.** This Agreement and all of its provisions shall be binding upon and inure to the benefit of any successors, assigns, personal representatives or heirs of the parties hereto.

14. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

15. **Prior Agreements.** This Agreement supersedes and cancels any and all other prior agreements and understandings between the parties existing at the date set forth below, including the parties' Employment Agreement dated August 1, 2018.

THIS AGREEMENT INCLUDES A RELEASE OF CLAIMS. READ CAREFULLY BEFORE SIGNING. THE PARTIES ARE ADVISED TO CONSULT WITH A LAWYER TO UNDERSTAND THE LEGAL EFFECT OF THIS RELEASE AGREEMENT. Millage has 21 days to think about whether he wants to agree.

Signature page follows

LEE ENTERPRISES, INCORPORATED

By /s/Kevin D. Mowbray /s/Timothy R. Millage

Kevin D. Mowbray Timothy R. Millage

President and Chief Executive Officer

REVOCATION

This Agreement does not take effect until the eighth day after signed by Millage. The day Millage signs the agreement is counted as the first day. You may revoke this agreement by signing on the additional space provided below and giving your original copy of this contract back to Astrid Garcia prior to 5:00 P.M. on the seventh day. If the seventh day is a Saturday, Sunday, or legal holiday, then receipt by Lee on the next business day shall be considered to be within the seven days.

I hereby revoke my agreement with Lee Enterprises, Incorporated.

Timothy R. Millage

Date: _____

*Signature Page – Millage
Executive Separation and Transition Agreement*

CERTIFICATION

I, Nathan E. Bekke, certify that:

- 1 I have reviewed this Quarterly report on Form 10-Q ("Quarterly Report") of Lee Enterprises, Incorporated ("Registrant");
- 2 Based on my knowledge, this Quarterly Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Quarterly Report;
- 3 Based on my knowledge, the Consolidated Financial Statements, and other financial information included in this Quarterly Report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this Quarterly Report;
- 4 The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this Quarterly Report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this Quarterly Report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this Quarterly Report based on such evaluation; and
 - d) disclosed in this Quarterly Report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an Annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and
- 5 The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the Audit Committee of Registrant's Board of Directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: February 11, 2026

/s/ Nathan E. Bekke
Nathan E. Bekke
Interim Chief Executive Officer

CERTIFICATION

I, Joshua P. Rinehults, certify that:

- 1 I have reviewed this Quarterly report on Form 10-Q ("Quarterly Report") of Lee Enterprises, Incorporated ("Registrant");
- 2 Based on my knowledge, this Quarterly Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Quarterly Report;
- 3 Based on my knowledge, the Consolidated Financial Statements, and other financial information included in this Quarterly Report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this Quarterly Report;
- 4 The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this Quarterly Report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this Quarterly Report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this Quarterly Report based on such evaluation; and
 - d) disclosed in this Quarterly Report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an Annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and
- 5 The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the Audit Committee of Registrant's Board of Directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: February 11, 2026

/s/ Joshua P. Rinehults

Joshua P. Rinehults

Vice President, Interim Chief Financial Officer and Treasurer

The following statement is being furnished to the Securities and Exchange Commission solely for purposes of Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350), which carries with it certain criminal penalties in the event of a knowing or willful misrepresentation.

Securities and Exchange Commission
450 Fifth Street, NW
Washington, DC 20549

Re: Lee Enterprises, Incorporated

Ladies and Gentlemen:

In accordance with the requirements of Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350), the undersigned hereby certifies that to his knowledge:

- (i) this Quarterly report on Form 10-Q for the period ended December 28, 2025 ("Quarterly Report"), fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and
- (ii) the information contained in this Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of Lee Enterprises, Incorporated for the periods presented in the Quarterly Report.

Date: February 11, 2026

/s/ Nathan E. Bekke

Nathan E. Bekke
Interim Chief Executive Officer

A signed original of this written statement required by Section 906 has been provided to Lee Enterprises, Incorporated and will be retained by Lee Enterprises, Incorporated and furnished to the Securities and Exchange Commission upon request.

The following statement is being furnished to the Securities and Exchange Commission solely for purposes of Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350), which carries with it certain criminal penalties in the event of a knowing or willful misrepresentation.

Securities and Exchange Commission
450 Fifth Street, NW
Washington, DC 20549

Re: Lee Enterprises, Incorporated

Ladies and Gentlemen:

In accordance with the requirements of Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350), the undersigned hereby certifies that to his knowledge:

- (i) this Quarterly report on Form 10-Q for the period ended December 28, 2025 ("Quarterly Report"), fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and
- (ii) the information contained in this Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of Lee Enterprises, Incorporated for the periods presented in the Quarterly Report.

Date: February 11, 2026

/s/ Joshua P. Rinehults

Joshua P. Rinehults
Vice President, Interim Chief Financial Officer and Treasurer

A signed original of this written statement required by Section 906 has been provided to Lee Enterprises, Incorporated and will be retained by Lee Enterprises, Incorporated and furnished to the Securities and Exchange Commission upon request.