



LEE ENTERPRISES, INCORPORATED  
400 Putnam Building  
215 N. Main Street  
Davenport, IA 52801-1924

NOTICE OF ANNUAL MEETING OF STOCKHOLDERS

February 1, 1996

TO THE STOCKHOLDERS:

The Annual Meeting of Stockholders of Lee Enterprises, Incorporated, a Delaware corporation (the "Company"), will be held in the second floor conference room of the offices of the Company, 215 N. Main Street, Davenport, Iowa, on February 1, 1996, at 9:00 A.M., for the following purposes:

(1) To elect three directors for terms of three years, and one director for a term of one year;

(2) To consider and act upon a proposal to establish an Annual Incentive Bonus Program for Key Executives;

(3) To consider and act upon a proposal to amend the 1990 Long Term Incentive Plan;

(4) To consider and act upon a proposal to amend and extend the 1977 Employee Stock Purchase Plan;

(5) To consider and act upon a proposal to adopt the 1996 Stock Plan for Non-Employee Directors; and

(6) To transact such other business as may properly come before the meeting or any adjournment thereof.

The Board of Directors has fixed December 8, 1995 as the record date for the determination of stockholders entitled to notice of and to vote at the meeting.

You are invited to attend this meeting; however, if you do not expect to attend in person you are urged to execute and return immediately the enclosed proxy, which is solicited by management. You may revoke your proxy and vote in person should you attend the meeting.

C. D. Waterman III, Secretary

Davenport, Iowa  
December 27, 1995

LEE ENTERPRISES, INCORPORATED  
1996 ANNUAL MEETING OF STOCKHOLDERS

PROXY STATEMENT

This Proxy Statement is furnished in connection with the solicitation of proxies by the Board of Directors of Lee Enterprises, Incorporated (the "Company"), to be voted at the annual meeting of the stockholders of the Company to be held on Thursday, February 1, 1996, or at any adjournment thereof, for the purposes set forth in the foregoing Notice of Annual Meeting.

The principal executive offices of the Company are located at 400 Putnam Building, 215 N. Main Street, Davenport, Iowa 52801. This Proxy Statement and the enclosed form of proxy are being mailed to stockholders on or about December 27, 1995, together with a copy of the Company's Annual Report for the fiscal year ended September 30, 1995.

VOTING PROCEDURES

Stockholders of record at the close of business on December 8, 1995 will be entitled to vote at the meeting or any adjournment thereof. As of December 8, 1995, there were 34,249,246 shares of Common Stock and 13,157,547 shares of Class B Common Stock outstanding. Each share of Common Stock is entitled to one vote at the meeting; each share of Class B Common Stock is entitled to ten votes at the meeting.

The presence, in person or by proxy, of a majority of the voting power of Common Stock and Class B Common Stock of the Company issued and outstanding and entitled to vote is necessary to constitute a quorum at the annual meeting. The affirmative vote of the holders of a plurality of the voting power of Common Stock and Class B Common Stock represented in person or by proxy at the annual meeting is required to elect directors, and the affirmative vote of the holders of a majority of the voting power of Common Stock and Class B Common Stock is required to act on Proposals 2, 3, 4 and 5 as more fully set forth in this Proxy Statement and on any other matter properly brought before the meeting.

Abstentions from voting will be included for purposes of determining whether the requisite number of affirmative votes are received on any matters submitted to the stockholders for vote and, accordingly, will have the same effect as a vote against such matters. If a broker indicates on the proxy that it does not have discretionary authority as to certain shares to vote on a particular matter, those shares will not be considered as present and entitled to vote, and will have no effect on the vote, in respect to that matter.

In voting by proxy with regard to the election of directors, stockholders may vote in favor of all nominees, withhold their votes as to all nominees or withhold their votes as to specific nominees. Stockholders should specify their choices on the accompanying proxy card. All properly executed proxy cards delivered by stockholders to the Company and not revoked will be voted at the annual meeting in accordance with the directions given. If no specific instructions are given with regard to the matters to be voted upon, the shares represented by a signed proxy card will be voted "FOR" the election of all directors and the approval of Proposals 2, 3, 4 and 5 as more fully set forth in this Proxy Statement. If any other matters properly come before the Annual Meeting, the persons named as proxies will vote upon such matters according to their judgment.

Any stockholder delivering a proxy has the power to revoke it at any time before it is voted by giving written notice to the Secretary of the Company, by executing and delivering to the Secretary a proxy card bearing a later date or by voting in person at the annual meeting.

PROPOSAL 1  
ELECTION OF DIRECTORS

Three directors are to be elected at the annual meeting to hold office for three year terms expiring at the annual meeting of stockholders in 1999, and one director is to be elected for a one year term expiring at the annual meeting of stockholders in 1997. Each of the individuals named below is a nominee of the Nominating Committee of the Board of Directors; each is presently a director whose current term expires February 1, 1996.

Proxies will be voted for the election of these nominees unless the stockholder giving the proxy withholds such authority. If as a result of circumstances not now known any of such nominees shall be unable to serve as a director, proxies will be voted for the election of such other person as management may select. Information about the nominees and directors continuing in office is set forth below:

NOMINEES FOR ELECTION AS DIRECTORS

Nominee .....	Principal Occupation .....	Age .....	Proposed Term .....	Director Since .....
Rance E Crain .....	President, Crain Communications (2)	57	3 years (1999)	1990
Richard D Gottlieb .....	President and Chief Executive Officer (1)	53	3 years (1999)	1986
Phyllis Sewell .....	Retired (2)(4)	65	3 years (1999)	1977
Richard W Sonnenfeldt .....	Consultant and Retired Chief Executive Officer of NAPP Systems Inc. (3)	72	1 year (1997)	1982

DIRECTORS CONTINUING IN OFFICE

Director .....	Principal Occupation .....	Age .....	Remaining Term .....	Director Since .....
Andrew E. Newman .....	Chairman and CEO, Race Rock International (2)	51	2 years (1998)	1991
Ronald L Rickman .....	Vice President-Newspapers	57	2 years (1998)	1986
Lloyd G Schermer .....	Chairman of the Board (1)	69	2 years (1998)	1959
J. P. Guerin .....	Investor (1)(3)	66	1 year (1997)	1985
Charles E Rickershauser, Jr. ....	Chairman of the Board, PS Group, Inc. (3)(4)	67	1 year (1997)	1990
Mark Vittert .....	Investor (2)(4)	47	1 year (1997)	1986

- (1) Member of Executive Committee
- (2) Member of Executive Compensation Committee
- (3) Member of Audit Committee
- (4) Member of Nominating Committee

Mr. Crain is the president and editorial director of crain communications, a diversified publishing company with its principal offices in chicago, il.

Mr. Gottlieb was elected Chief Executive Officer of the Company on May 11, 1991, and prior thereto served as President and Chief Operating Officer.

Until July, 1988, Mrs. Sewell was a Senior Vice President of Federated Department Stores. Mrs. Sewell is also a director of Pitney Bowes Inc., Stamford, CT and SYSCO Corporation, Houston, TX.

From September 1, 1987 to September 28, 1990, Mr. Sonnenfeldt held the position of Chairman of the Board and Chief Executive Officer of NAPP Systems Inc., a subsidiary of the Company. He is a director of Solar Outdoor Lighting Co., Stuart, FL and TRIDEX Corporation, Westport, CT. He is also a member of the Council on Foreign Relations, the American Council on Germany, and is a Fellow of the IEEE.

Mr. Newman is Chairman and CEO of Race Rock International, St. Louis, MO. He was Chairman of Edison Brothers Stores, Inc., until April, 1995. He is a director of Dave & Buster's Inc., Dallas, TX; and Boatmen's Bancshares, Edison Brothers Stores, and Sigma-Aldrich Corporation, all of St. Louis, MO. On November 3, 1995, Edison Brothers Stores, Inc. filed for Chapter XI reorganization under the Bankruptcy Act in Wilmington, Delaware. Further proceedings are still pending.

For more than the past 5 years, Mr. Rickman has been Vice President-Newspapers of the Company.

Mr. Schermer was Chairman and Chief Executive Officer of the Company until May 11, 1991 when, upon his recommendation, the Board of Directors elected Mr. Gottlieb as Chief Executive Officer.

Mr. Guerin is Vice-Chairman of Daily Journal Company, Los Angeles, CA and a director of PS Group, Inc., San Diego, CA and Chairman of Tapestry Films and Mitchum Securities Corp., Los Angeles, CA.

Mr. Rickershauser is Chairman of the Board of PS Group, Inc., San Diego, CA. He is also a director of City National Corporation and of The Vons Companies, Inc., Los Angeles, CA.

Mr. Vittert is a private investor and a director of Munsingwear, Inc., Minneapolis, MN and Dave and Buster's, Inc., Dallas, TX.

#### DIRECTORS' MEETINGS AND COMMITTEES OF THE BOARD OF DIRECTORS

The Company's Board of Directors met 5 times in fiscal 1995.

The Company's Audit Committee met 3 times in fiscal 1995; its functions are to review the scope, timing and other considerations relative to the independent auditors' annual examination of financial statements, and the adequacy of internal control and the internal audit functions; and to evaluate the performance of external and internal auditors and the Company's accounting and financial departments. In addition, the Committee reviews professional services provided by the Company's independent auditors, in general, prior to rendering of such services, and the possible effect of any nonaudit-related services upon the independence of the Company's independent auditors.

The Company's Nominating Committee met one time in fiscal year 1995; its functions are to consider and recommend to the Board all nominees for possible election and re-election to the Board, and to consider all matters relating to the size, composition and governance of the Board and the general subject matter, size and composition of Board committees. The Nominating Committee will consider nominees recommended by the stockholders. Recommendations should be sent to Charles E. Rickershauser, Jr., Chairman, Nominating Committee, c/o the Company, at the address shown on the cover of this Proxy Statement.

The Company's Executive Compensation Committee met 3 times in fiscal 1995; its functions are to administer the Company's 1962 Deferred Compensation Unit Plan, the Supplementary Benefit Plan, the 1982 Incentive Stock Option Plan and the 1990 Long Term Incentive Plan; to establish salary ranges and salaries, bonus formulae and bonuses, and participation in other benefit plans or programs, for elected officers; to determine employment terminations involving payment to any individual in excess of \$150,000, and to approve employment contracts for executives extending beyond one year; and to approve the position description, performance standards and Key Result Areas for Bonus Criteria for the Chief Executive Officer of the Company and to measure his performance thereunder. In addition, the Committee recommends to the Board of Directors significant employee benefit programs and bonus or other benefit plans affecting individuals on the executive payroll other than elected officers.

No incumbent director attended fewer than 75% of the aggregate of (1) the total number of meetings of the Board of Directors and (2) the total number of meetings held by all committees of the Board on which he or she served during 1995.

#### COMPENSATION OF DIRECTORS

No Company employee receives any remuneration for acting as a director. In fiscal 1995 Messrs. Newman, Vittert, Crain, Rickershauser, Guerin, Schermer and Sonnenfeldt and Mrs. Sewell were paid a \$24,400 annual retainer, \$1,000 for each Board meeting attended and \$700 for each Committee meeting attended. Committee chairmen were also paid \$3,000 extra as an annual retainer for acting as such. Mr. Schermer received an additional stipend of \$50,000 for his services as Chairman of the Board. Directors engaged to provide consultative services are compensated at the rate of \$1,500 per diem. The Company in fiscal 1995 also paid to Mr. Sonnenfeldt \$60,000 for consultative services rendered to the Company and its subsidiary, NAPP Systems Inc. No other non-employee director was paid additional compensation for consultative services in fiscal 1995.

The Board of Directors has authorized non-employee directors, prior to the beginning of any Company fiscal year, to elect to defer receipt of all or any part of compensation a director might earn during such year. Amounts so deferred will be paid to the director upon his or her ceasing to be a director or upon attaining any specified age between 60 and 70, together with interest thereon at the average rate of interest earned by the Company on its invested funds during each year. Alternatively, directors may elect to have deferred compensation credited to a "rabbi trust" established by the Company with an independent trustee, which administers the investment of amounts so credited for the benefit and at the direction of the trust beneficiaries until their accounts are distributed under the deferred compensation plan.

In November, 1995 the Board of Directors adopted the Stock Plan for Non-Employee Directors, which is more fully described in Proposal 5 in this Proxy Statement, in lieu of an increase or the annual cash retainer. Upon stockholder approval, non-employee directors will receive an annual grant of 500 shares of Common Stock, and may elect to receive all or 50% of the cash retainer and meeting fees described above in Common Stock of the Company.

The Company also matches, on a dollar-for-dollar basis up to \$5,000 annually, charitable contributions made by directors.

EQUITY SECURITIES AND PRINCIPAL HOLDERS THEREOF

The following table sets forth information as of December 8, 1995 as to each person known by the Company to own beneficially more than five (5%) percent of the Common Stock or Class B Common Stock of the Company.

Beneficial Owner -----	Common Stock -----	Percent of Class -----	Class B Common Stock -----	Percent of Class -----
Journal Limited ..... Partnership 4230 So. 33rd Street Lincoln, NE 68506	3,293,286	9.62%	--	--
Reich & Tang..... Asset Management, L.P 600 Fifth Avenue 8th Floor New York, NY 10020	2,051,200	5.99%	--	--
Lloyd G. Schermer (1) ..... c/o Lee Enterprises, Incorporated 215 N. Main Street Davenport, IA 52801	643,428	1.88%	1,183,186	8.99%
Betty A. Schermer (2) ..... c/o Lee Enterprises, Incorporated 215 N. Main Street Davenport, IA 52801	472,272	1.38%	1,079,954	8.21%

(1) Includes (i) 80,322 Common and 455,028 Class B Common shares owned by a trust as to which Lloyd G. Schermer retains sole voting and investment powers; (ii) 277,254 Common shares subject to acquisition within 60 days by the exercise of outstanding stock options; (iii) 9,924 Common and 30,210 Class B Common shares held by a charitable foundation as to which Lloyd G. Schermer has shared voting and investment power; (iv) 348,838 Class B Common shares held by a charitable trust as to which Lloyd G. Schermer has sole voting and shared investment power; and (v) 110,020 Common and 110,020 Class B Common shares held by a trust and 165,908 Common and 239,090 Class B Common shares held by a charitable trust as to which Lloyd G. Schermer shares voting and investment powers. Lloyd G. Schermer disclaims beneficial ownership of 285,852 Common and 728,158 Class B Common shares listed above, and of the Common and Class B Common shares beneficially owned by Betty A. Schermer listed above and described in footnote (2) below.

(2) Includes (i) 296,440 Common and 761,338 Class B Common shares owned by trusts under which Betty A. Schermer has sole voting and investment powers; (ii) 165,908 Common and 239,090 Class B Common shares owned by a charitable trust as to which Betty A. Schermer shares voting and investment powers, but disclaims all beneficial ownership; and (iii) 9,924 Common and 30,210 Class B Common shares held by a charitable foundation as to which Betty A. Schermer has shared voting and investment power, but disclaims all beneficial ownership. Betty A. Schermer also disclaims beneficial ownership of all Common and Class B Common shares beneficially owned by Lloyd G. Schermer listed and described in footnote (1) above.

The following table sets forth information as to the Common Stock and Class B Common Stock of the Company beneficially owned as of December 8, 1995 by each director, each of the named executive officers listed in the Summary Compensation Table below, and by all directors and executive officers as a group:

Name and Address of Beneficial Owner	Common Stock	Percent of Class	Class B Common Stock	Percent of Class
Larry L. Bloom (2) 1021 Carriage Place Drive Bettendorf, IA 52722	13,040	*	0	0
Rance E. Crain 220 E. 42nd Street Room 930 New York, NY 10017	2,000	*	0	0
Richard D. Gottlieb (1)(2) 11 Deer Hill Road Pleasant Valley, IA 52767	510,472	1.490%	124,170	*
J. P. Guerin (1) 55 S. Grand Ave 34th Floor Los Angeles, CA 90024	0	0	106,814	*
Andrew E. Newman 501 N. Broadway St. Louis, MO 63102	2,000	*	0	0
Charles E. Rickershauser, Jr 355 S. Grand Ave 34th Floor Los Angeles, CA 90071	2,000	*	0	0
Ronald L. Rickman (2) 3265 Woodcrest Drive Bettendorf, IA 52722	289,756	*	79,746	*
Lloyd G. Schermer (1)(2) c/o Lee Enterprises, Incorporated 400 Putnam Building 215 N. Main Street Davenport, IA 52801	939,868	2.744%	1,993,840	15.154%
Gary N. Schmedding (1)(2) 5743 Lewis Court Bettendorf, IA 52722	176,650	*	9,064	*
Phyllis Sewell 7716 Pinemeadow Cincinnati, OH 45224	1,900	*	2,900	*
Richard W. Sonnenfeldt 4 Secor Drive Port Washington, NY 11050	1,800	*	200	*
Mark Vittert 750 S. Price Road Ladue, MO	2,000	*	0	0
Floyd Whellan (1)(2) 6401 Utica Ridge Road Bettendorf, IA	140,766	*	0	0
All present executive officers and directors as a group (17)	2,197,983	6.333%	2,317,138	17.608%

\* Less than one (1%) percent of the class.



- (1) The following directors and officers disclaim beneficial ownership of the following shares, included above, not owned personally by them or held for their benefit: Schermer, 758,124 Common Stock, 1,808,112 Class B Common Stock; Gottlieb, 22,804 Common Stock, 32,584 Class B Common Stock; Guerin, 2,850 Class B Common Stock; and Schmedding, 40 Common Stock.
- (2) This table includes the following shares subject to acquisition within 60 days by the exercise of outstanding stock options: Schermer, 277,254 Common Stock; Gottlieb, 426,266 Common Stock; Rickman, 239,736 Common Stock; Schmedding, 147,092 Common Stock; Whellan, 119,448 Common Stock; and Bloom, 8,340 Common Stock.

#### COMPENSATION OF EXECUTIVE OFFICERS

The following tables and discussion summarize the compensation which the Company paid for services rendered in all capacities for the fiscal year ended September 30, 1995 to the chief executive officer of the Company and to each of the four other most highly compensated executive officers of the Company. All share and share price data, including stock option and restricted stock information, is stated to give effect to a two-for-one stock split declared November 9, 1995 to stockholders of record on November 20, 1995, pursuant to which shares were distributed as of December 8, 1995.

Summary Compensation Table

(a) Name and Principal Position -----	Annual Compensation			Long Term Compensation (1)					
	(b) Year ---	(c) Salary(\$) -----	(d) Bonus(\$) -----	(e) Other Annual Compen- sation(\$) -----	Awards		Payouts		(i) All Other Compen- sation(\$) -----
					(f) Restricted Stock Awards(\$) -----	(g) Stock Options(#) -----	(h) LTIP Payouts(\$) -----	(3)	
Richard D. Gottlieb .....	1995	\$460,000	\$360,000	\$ 5,000	\$112,000	47,906	541,420	\$ 94,092	
President and .....	1994	421,000	315,750	0	96,600	40,000	478,827	165,302	
Chief Executive Officer .....	1993	390,000	240,000	0	83,200	35,600	98,410	211,681	
Ronald L. Rickman .....	1995	304,400	188,728	5,000	60,000	20,000	351,948	55,194	
Vice-President-Newspapers .....	1994	289,920	176,851	0	51,750	20,000(5)	341,750	100,994	
	1993	270,400	170,352	0	56,800	31,200	64,077	154,962	
Gary N. Schmedding .....	1995	237,900	198,667	5,000	60,000	20,000	169,791	48,463	
Vice-President-Broadcast .....	1994	220,240	165,180	0	51,750	20,000(5)	242,098	107,623	
	1993	206,000	119,975	0	35,000	20,800	43,509	78,539	
Floyd Whellan .....	1995	166,200	76,480	5,000	20,000	7,770(5)	200,049	25,391	
Vice-President - .....	1994	166,200	66,480	0	17,250	6,000	170,308	51,010	
Human Resources .....	1993	160,200	52,800	0	16,000	6,800	37,972	51,734	
Larry L. Bloom (2).....	1995	216,300	141,802	2,500	40,000	15,000	0	39,126	
Vice President - Finance .....	1994	206,000	136,240	72,087	34,500	15,000	0	31,728	
and Chief Financial Officer1993 .....		73,790	65,256	0	11,200	6,400	0	0	

- (1) The Executive Compensation Committee of the Company meets each November following the conclusion of the Company's fiscal year to determine among other things, the amount of the annual bonus to be awarded and the long term compensation grants to be made, if any, for the fiscal year just concluded.

The Summary Compensation Table includes the value of shares of restricted stock and the number of stock option shares granted by the Executive Compensation Committee under the Company's 1990 Long Term Incentive Plan in each of the years indicated for the corresponding fiscal year.

- (2) Mr. Bloom joined the Company in May, 1993. Mr. Bloom was paid additional compensation in 1994 in accordance with the Company's Relocation Policy to compensate him for certain costs and expenses incurred in connection with his relocation to the Company's corporate office.

- (3) Represents matching payments made by the Company to charitable organizations designated by the executive officer.
- (4) The amounts shown represent shares of restricted stock in the following amounts granted to the named individuals in 1993, 1994 and 1995, respectively: Mr. Gottlieb, 5,200, 5,600, and 5,600 shares; Mr. Rickman, 3,550, 3,000 and 3,000 shares; Mr. Schmedding, 2,250, 3,000 and 3,000 shares; Mr. Whellan, 1,000, 1,000 and 1,000 shares; and Mr. Bloom, 2,000 and 2,000 shares. The restricted stock awarded in 1993, 1994 and 1995 will vest on the third anniversary of the grant date. Holders of restricted stock are entitled to receive all cash dividends paid in respect thereof during the restricted period. At September 30, 1995, the number and market value of shares of restricted stock (including those awarded in November, 1995 but excluding those shares described in paragraph (6)(b) below) held by each of the named executive officers were as follows: Mr. Gottlieb, 16,400 shares (\$355,675); Mr. Rickman, 9,550 shares (\$207,116); Mr. Schmedding, 8,250 shares (\$178,922); Mr. Whellan, 3,000 shares (\$65,063); and Mr. Bloom, 4,700 shares (\$101,931).
- (5) Includes replacement (reload) options awarded at exercise of non-qualified options with payment made with restricted stock; the replacement options were awarded to the following executive officers: (a) 1993 Mr. Rickman 7,000 shares; and Mr. Schmedding, 5,400 shares; (b) 1995 Mr. Gottlieb 7,906 shares; and Mr. Whellan 1,770 shares.
- (6) The amounts shown represent the aggregate of (a) cash distributions to the named individuals under the Company's 1990 Long Term Incentive Plan in 1993, 1994, and 1995 for the three year performance cycles ending in those years; (b) the value at September 30, 1995 of restricted stock awarded in November, 1992 and vesting in November, 1995 for Mr. Gottlieb (\$230,669), Mr. Rickman (\$121,714), Mr. Schmedding (\$93,492), and Mr. Whellan (\$73,100); and (c) payments in 1994 and 1995 to distribute accrued deferred compensation account balances at September 30, 1994 and 1995 payable under the phaseout of the 1962 Deferred Compensation Unit Plan (discontinued in 1989). The 1994 and 1995 deferred compensation distributions, respectively, to the named executive officers and included in column (h) were as follows: Mr. Gottlieb, \$15,270 and 310,751; Mr. Rickman, \$25,991 and 230,234; Mr. Schmedding, \$26,473 and 76,299; and Mr. Whellan, \$10,100 and 126,948.
- (7) The amounts shown represent contributions by the Company on behalf of the named individuals to the Company's Retirement Account Plan and Supplemental Retirement Account, which as to the named executive officers in 1995 were as follows: Mr. Gottlieb, \$94,092; Mr. Rickman, \$55,194; Mr. Schmedding, \$48,463; Mr. Whellan, \$25,391; and Mr. Bloom, \$39,126.

Option Grants In Last Fiscal Year

Individual Grants

(a)	(b)	(c)	(d)	(e)	(f)	
Name	Options Granted (1)	% of Total Options Granted to Employees In Fiscal Year		Exercise Price (\$/Sh)	Expiration Date	Grant Date Present Value(\$) (2)
----	-----	-----	-----	-----	-----	-----
Richard D. Gottlieb .....	40,000	17.5%		\$ 20	08-Nov-05	\$259,896
	7,906 (3)	3.5%		20	11-Nov-00	46,487
Ronald L. Rickman .....	20,000	8.7%		20	08-Nov-05	129,360
Gary N. Schmedding .....	20,000	8.7%		20	08-Nov-05	129,360
Floyd Whellan .....	6,000	2.6%		20	08-Nov-05	38,808
	1,770 (3)	.8%		21.125	07-Nov-00	10,408
Larry L. Bloom .....	15,000	6.6%		20	08-Nov-05	97,608

(1) The options granted to the named individuals were determined by the Executive Compensation Committee in November, 1995 following review of each individual's performance in fiscal year 1995, and become exercisable in installments of 30% of the original grant on each of the first and second anniversaries of the grant date and 40% on the third anniversary. All options are for Common Stock and have an exercise price equal to the closing market price of the stock on the grant date. The lesser of 25% or the maximum number of shares permitted by law are designated as incentive stock options, and the balance are non-qualified options. All options were granted under the Company's 1990 Long Term Incentive Plan, the provisions of which, among other things, allow an optionee exercising an option to satisfy the exercise price and withholding tax obligations by electing to have the Company withhold shares of stock otherwise issuable under the option with a fair market value equal to such obligations. The Plan also permits an optionee exercising an option to satisfy the exercise price by delivering previously awarded restricted stock or previously owned Common Stock. The limitations accompanying the restricted stock remain in effect and apply to the corresponding number of shares issued upon the stock option exercise until they lapse according to their original terms.

(2) The "grant date present value" is a hypothetical value determined under the Black-Scholes Option Pricing Model. It is one of the methods permitted by the Securities and Exchange Commission for estimating the present value of options. The Company's stock options are not transferrable, and the actual value of the stock options that an executive officer may realize, if any, will depend on the excess of the market price on the date of exercise over the exercise price. The Black-Scholes Option Pricing Model is based on assumptions as to certain variables such as the volatility of the Company's stock price and prevailing interest rates, so there is no assurance that an individual will actually realize the option values presented in this table.

(3) Replacement (reload) option awarded at exercise of a non-qualified option with payment made with restricted stock. The exercise price of the replacement option is the closing market price of the Company's Common Stock on the award date, and the replacement option has a term equal to the remaining term of the option exercised.

Aggregated Option Exercises In Last Fiscal Year  
and Fiscal Year End Option Values

(a)	(b)	(c)	(d)	(e)
Name	Shares Acquired On Exercise (#)	Value Realized (\$)	Number of Unexercised Options at FY End (#) Exercisable/ Unexercisable	Value of Unexercised In-the-Money Options at FY End (\$) Exercisable/ Unexercisable
----	(1)	(2)	(3)	(4)
-----	-----	-----	-----	-----
Richard D. Gottlieb	55,000	\$ 605,625	379,586 128,920	\$3,194,229 566,233
Ronald L. Rickman	40,000	335,000	214,476 68,940	1,836,037 308,596
Gary N. Schmedding	10,000	91,684	126,872 60,380	1,087,145 258,861
Floyd Whellan	13,360	86,873	113,448 24,360	923,279 115,248
Larry L. Bloom	0	0	2,520 33,880	16,733 127,730

(1) All options are for Common Stock and were granted under the Company's 1982 Incentive Stock Option Plan or the 1990 Long Term Incentive Plan.

(2) Market value of underlying securities at exercise date minus the exercise price.

(3) Options granted under the Company's 1990 Long Term Incentive Plan become exercisable in three installments over a period of three years from the date of grant. The number of unexercisable options shown includes those granted by the Executive Compensation Committee in November, 1995 for the fiscal year just concluded.

(4) Market value of underlying securities at September 30, 1995 (\$21.69), minus the exercise price.

Long Term Incentive Plans - Awards in Last Fiscal Year

The Executive Compensation Committee decided in January, 1993 to cancel, as to executive officers of the Company, outstanding performance units awarded for three year performance cycles ending in 1993 and 1994. The Committee recognized that such termination would have an adverse financial impact for the Company's executive officers, and determined in November, 1993 and 1994 to pay each executive officer, in cash, a discretionary amount equal to one-half of the value of performance units earned at the end of the 1993 and 1994 cycles. Each executive officer named in the Summary Compensation Table (except Mr. Bloom, who was not affected by the Committee's decision) received payment in cash, the amount of which is shown in column (h) of the Table.

The Committee further determined in November, 1992 not to make any performance unit awards in future fiscal years under the Company's Long Term Incentive Plan. The Committee made its decisions after careful examination of the Plan, the award of performance units thereunder, and the relationship between award performance and the compensation objectives of the Committee for executive officers of the Company. The Committee does not intend to make performance unit awards during fiscal year 1996.

## Pension Plans

Under the Company's Retirement Account and Supplementary Benefit Plans, the Company matches employee contributions up to 5% of employee compensation and, in addition, contributes 6.2% of a participant's total compensation plus an additional 5.7% of such compensation in excess of \$60,600. These retirement plans are defined contribution plans and were adopted in 1980 to replace the Company's Pension Plan, a defined benefit plan. The Company and employee contributions are invested and the total amount standing to each employee's credit is paid following his or her retirement. The amounts credited in fiscal 1995 under the Retirement Account and Supplementary Benefit Plans to the accounts of the persons listed in the Summary Compensation Table were as follows: Mr. Gottlieb, \$94,092; Mr. Rickman, \$55,194; Mr. Schmedding, \$48,463; Mr. Whellan, \$25,391; and Mr. Bloom, \$39,126.

The Company's Pension Plan was superseded in 1980 by the Retirement Account Plan. Annual benefits under the Pension Plan payable upon retirement at age 65 to the individuals listed in the Summary Compensation Table are as follows: Mr. Gottlieb, none; Mr. Rickman, \$11,574; Mr. Schmedding, \$1,376; Mr. Whellan, none; and Mr. Bloom, none.

## Executive Agreements

The Company is obliged under written agreements to pay to Messrs. Gottlieb, Rickman, Schmedding and Whellan a multiple of three times the executive officer's base salary in the event of termination of his employment without cause. The Company determined in 1991 not to enter into such agreements in the future with its executive officers.

## Performance Presentation

The graphical presentation omitted herein compares the yearly percentage change in the cumulative total shareholder return of the Company, the Standard & Poor's (S & P) 500 Stock Index, and the S & P Publishing/Newspapers Index, in each case for the five years ending September 30, 1995. Total shareholder return is measured by dividing (a) the sum of (i) the cumulative amount of dividends declared for the measurement period, assuming dividend reinvestment and (ii) the difference between the issuer's share price at the end and the beginning of the measurement period, by (b) the share price at the beginning of the measurement period.

The following data points were utilized in preparation of the omitted graph.

	1990	1991	1992	1993	1994	1995
	-----	-----	-----	-----	-----	-----
Lee .....	\$ 100.00	\$ 115.80	\$ 167.57	\$ 168.79	\$ 190.21	\$ 244.79
S&P Publishing/ Newspapers- Index .....	100.00	128.01	152.15	155.50	156.45	191.76
S&P 500 .....	100.00	131.17	145.66	164.60	170.66	221.42

The (S & P) 500 Stock Index includes 500 U.S. companies in the industrial, transportation, utilities and financial sectors and is weighted by market capitalization. The S & P Publishing/Newspapers Index, which is also weighted by market capitalization, includes the following six publishing companies: Gannett Co., Inc., Knight-Ridder, Inc., The New York Times Company, The Times Mirror Company, Dow Jones & Company, Inc. and Tribune Company.

Report of the Executive Compensation Committee of the  
Board of Directors on Executive Compensation

The Committee

The Executive Compensation Committee of the Board of Directors (the "Committee") is composed of four independent outside directors. No executive officer of the Company is a member of the Board of Directors of any company with which a member of the Committee is affiliated. The Board of Directors has delegated to the Committee the authority to review, consider and determine the compensation of the Company's executive officers and other key executive employees and, in accordance with Rule 16b-3 of the Exchange Act, make the final determination regarding awards of stock options, restricted stock, and other stock-based awards to such persons.

Compensation Policies

The Committee operates on the principle that the compensation of the Company's executive management, including its Chief Executive Officer and the other executive officers named in the Summary Compensation Table, should be competitive with compensation of executive management at comparable companies but should not be at the top of any range derived from such comparisons. The Committee also follows a policy of basing a significant portion of the cash compensation of senior executive officers on the operating performance of the Company, and of other members of the executive management team on the performance of the enterprises units or functions over which they exercise significant management responsibility. The Committee's policies are designed to assist the Company in attracting and retaining qualified executive management by providing competitive levels of compensation that integrate the Company's annual and long term performance goals, reward strong corporate performance, and recognize individual initiative and achievements. The Committee also believes that stock ownership by management and stock-based performance compensation arrangements are beneficial in the linking management's and stockholders' interests in the enhancement of stockholder value.

The Company's executive compensation program is comprised of three elements: (1) base salary; (2) annual incentive bonus; and (3) long term incentive compensation.

Base Salary

Salary levels for executive management are set so as to reflect the duties and level of responsibilities inherent in the position, and to reflect competitive conditions in the lines of business in which the Company is engaged in the geographic areas where services are being performed. Comparative salaries paid by other companies in the industries and locations where the Company does business are considered in establishing the salary for a given position. The Company participates annually in the Towers Perrin Media Industry Compensation Survey, which is widely used in its industry and gives relevant compensation information on executive positions. The Company strives to place fully competent and highly performing executives at or above the median level of compensation, as reported annually in the Towers Survey.

The Towers Survey provides annual compensation analyses for executives in the media industry based on revenues, industry segments including publishing and broadcasting, and market type and size. The statistical information, including revenues and compensation levels, provided by survey participants is utilized by the Towers Survey to develop statistical equations based on revenues, industry segments and markets. These equations, along with other data, are used by the Company to determine the median and other levels of compensation of the executive management of media companies with profiles comparable to that of the Company. Base salaries for executives named in the Summary Compensation Table are reviewed annually by the Committee taking into account the competitive level of pay as reflected in the Towers Survey. In setting base salaries, the Committee also considers a number of factors relating to the particular executive, including individual performance, level of experience, ability and knowledge of the job. Base salaries were increased in 1995 for executive management by 8.3% on a composite basis. The Committee believes the base salary levels are reasonable and necessary to retain these key employees.

## Annual Incentive Bonus Program

The purpose of the annual incentive bonus program is to motivate and reward executive management so that they consistently achieve specific financial targets, and are compensated for the accomplishment of certain non-financial objectives. These targets and objectives are reviewed and approved by the Committee annually in conjunction with its review of the Company's strategic and operating plans. A target bonus level, stated as a percent of year end salary, is established for each member of the executive management team, other than executive officers, by the executive officer exercising responsibility over an enterprise unit or function. For executive officers other than the Chief Executive Officer, the bonus level and achievement targets are determined by the Chief Executive Officer and approved by the Committee. Similarly, the Committee determines the annual bonus opportunity and performance objectives of the Chief Executive Officer. While the annual incentive bonus awards for executives other than the Chief Executive Officer are generally approved upon the recommendation of the Chief Executive Officer, the Committee retains the right to adjust the recommended bonus awards to reflect its evaluation of the Company's overall performance.

## Long Term Incentive Plan

Under the Company's Long Term Incentive Plan, the Committee is authorized, in its discretion, to grant stock options, restricted stock awards, and performance units payable in cash or restricted stock of the Company, in such proportions and upon such terms and conditions as the Committee may determine. The Committee meets in November of each year to evaluate the performance of the Company for the preceding fiscal year and determine the annual incentive bonus and long term incentive awards of executive management of the Company, for the fiscal year just ended. In November, 1995 the Committee made the following determinations with respect to long term compensation for the Company's executive management.

## Performance Unit Awards

As noted above, performance unit awards made in 1990 and 1991 for the three year cycles ending in 1993 and 1994 were cancelled, as to executive officers, by the Committee in January, 1993. The Committee agreed to permit completion of the three year cycles and related performance unit awards previously made for persons other than executive officers, but made no performance unit awards for the three year cycles commencing in fiscal years 1993 and 1994. The Committee has considered and will continue to consider, in addition to objective performance criteria, certain non-quantitative factors including the accomplishment of specific goals established by the Board of Directors and the Committee in connection with long term compensation to executive officers for 1995 and succeeding years.

## Stock Option Grants

The number of stock options granted to each executive officer in 1995 was determined by dividing a specified dollar amount for the grant by a hypothetical fair market value of the stock option as of the grant date, based upon the Black-Scholes Option Pricing Model. The more responsible the executive officer's position, the greater the dollar amount of the grant. All stock options granted have an exercise price equal to the fair market value of the Common Stock at time of grant. In order to assure the retention of high level executives and to tie the compensation of those executives to the creation of long term value for shareholders, the Committee provided that these stock options generally vest in specified portions over a three year period.

## Restricted Stock Awards

In November, 1995, the Committee granted to executive officers and other key employees awards of restricted stock, which represent shares of the Common Stock and which the recipient cannot sell or otherwise transfer until the applicable restriction period lapses. The number of shares of restricted stock awarded is generally determined by dividing a specified dollar amount for the target award by the fair market value of the Company's Common Stock on the date such awards are approved. The number of shares then determined is reviewed by the Committee and may be increased or decreased to reflect a number of criteria including, but not limited to, the Company's past operating performance, the individual executive's role in accomplishment of the Company's operating objectives, and that individual's potential for long term growth and contribution to the Company's strategic objectives. Restricted stock awards are also intended to increase the ownership of executives in the Company, through which the value of long term stockholder ownership and growth can be enhanced.

Compliance with Internal Revenue Code Section 162(m)

Section 162(m) of the Internal Revenue Code generally disallows a tax deduction to public companies for compensation over \$1 million paid to certain executive officers in any taxable year beginning on or after January 1, 1994. Performance-based compensation and payments in respect of binding obligations entered into prior to February 17, 1993 are not subject to the deduction limit if certain requirements are met. As more fully described in Proposals 2 and 3 below, the Company currently intends to structure the performance-based portion of the compensation of its executive officers in a manner that complies with section 162(m).

Compensation of Chief Executive Officer

The Committee determined the 1995 base salary for the Company's Chief Executive Officer, Richard D. Gottlieb, in a manner consistent with the base salary guidelines applied to executive officers of the Company as described above. The annual bonus paid to Mr. Gottlieb for 1995 was based upon a subjective evaluation of the performance of the Company in relation to past years and the performance of comparable media companies, and to a lesser extent, his accomplishment of certain non-financial performance objectives. In making that evaluation, the Committee gave particular weight to the consistently high performance of the Company in relation to its peers in revenue growth, operating income growth, and operating cash flow growth, which contributed in 1994 and 1995 to record levels of revenue, operating income and operating cash flow. When examining the performance of peer group companies for the current and past three years, the Committee found the Company's performance, overall and in its primary business segments of newspaper publishing and broadcasting, to be equal to or better than the median performance of its peer group in all categories.

The Committee made long term compensation awards of stock options and restricted stock to Mr. Gottlieb in 1995 by applying the same criteria described for the determination of such awards to other executive officers of the Company. The Committee did not consider past stock options and restricted stock grants to Mr. Gottlieb in determining the amount of his 1995 grants. The Committee did consider the consistently exceptional performance of the Company, as more particularly described above, in the final determination of such grants.

Executive Compensation Committee Participation

The current members of the Executive Compensation Committee are Phyllis Sewell, Chairman, Mark Vittert, Rance E. Crain and Andrew E. Newman.

PROPOSAL 2

APPROVAL OF ANNUAL INCENTIVE BONUS PROGRAM  
FOR KEY EXECUTIVES

Under section 162(m), which was added to the Internal Revenue Code of 1993, in order for compensation in excess of \$1,000,000 for any taxable year paid to a person named in the Summary Compensation Table and employed by the Company on the last day of the taxable year to be deductible by the Company, such compensation must qualify as "performance-based". The Executive Compensation Committee (the "Committee") has adopted terms, subject to stockholder approval, under which annual cash incentive compensation to be paid to named executive officers subject to section 162(m) would be performance-based for purposes of exemption from the limitations of section 162(m). The terms adopted by the Committee are as follows:

- The class of persons covered consists of those key executives of the Company who are from time to time members of the CEO Executive Group (or successor designation, or other successor group of executives, if any) and such other executive officers as are from time to time designated by the Committee.



- The performance criteria for the annual incentive bonus program to covered executives for performance years 1997 and thereafter will be limited to objective tests based on one or more of the following: earnings, cash flow, customer satisfaction, revenues, financial growth, return and margin ratios, market performance, and total shareholder return, any of which may be measured either in absolute terms or as compared to another company or companies. Use of any other criterion will require ratification by stockholders if failure to obtain such approval would jeopardize the tax deductibility of future incentive payments.
- In administering the incentive program and determining incentive awards, the Committee will not have the flexibility to pay a covered executive more than the incentive amount indicated by his or her attainment under the applicable payment schedule. The Committee will have the flexibility, based on its business judgment, to reduce this amount.
- There will be a maximum individual annual cash incentive amount limit equal to 100% of the annual base salary of any covered executive for any performance year. This annual incentive payment maximum will not be increased without ratification by stockholders if failure to obtain such approval could result in future annual incentive payments not being tax deductible.

It should be noted that while the Committee's intent is to prevent section 162(m) from limiting the deductibility of annual incentive compensation payments, final regulations and guidance for section 162(m) have not been adopted by the Internal Revenue Service. For this reason, and because of possible unforeseen future events, it is impossible to be certain that all annual incentive compensation paid by the Company to named executive officers will be tax deductible. The foregoing shall not preclude the Committee from making other compensation payments under different terms even if they do not qualify for tax deductibility under section 162(m).

#### Hypothetical Payments Based On 1995 Results

As discussed above, awards under the terms adopted by the Committee will be based upon performance goals to be established with respect to fiscal 1997 and future years. No incentive compensation under these terms has yet been earned by any covered executive, since the performance periods have not yet commenced. Accordingly, the amount of annual incentive compensation to be paid in the future to the Company's current or future named executive officers subject to section 162(m) cannot be determined at this time, since actual amounts will depend on actual performance measured against the attainment of the Committee's pre-established performance goals and on the Committee's discretion to reduce such amounts. The annual incentive compensation actually earned in fiscal 1995 by the named executive officers is included in the Summary Compensation Table on page 6, and the Committee believes that amounts in excess of \$1 million qualify for tax deductibility by the Company under existing law and applicable regulations. In fiscal 1996 and thereafter, the Company will not be entitled to a deduction to the extent that the aggregate of salary and bonus payments and the value of restricted stock awards vesting in that year exceeds \$1 million to a named executive officer. Had this proposal been in effect for 1995, and for 1996, the Committee believes that section 162(m) would not have affected the compensation paid as reported in the Summary Compensation Table on page 6 for the named executive officers in 1995, and will not affect anticipated compensation for 1996.

The affirmative vote of a majority of the voting power of all Common Stock and Class B Common Stock present in person or by proxy, voting as a single class, a quorum being present, will be required for the approval of the foregoing proposal.

THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR THE PROPOSAL TO APPROVE THE ANNUAL INCENTIVE BONUS PROGRAM FOR KEY EXECUTIVES.

#### PROPOSAL 3

##### APPROVAL OF AMENDMENT TO THE 1990 LONG TERM INCENTIVE PLAN TO PRESERVE THE TAX DEDUCTIBILITY OF CERTAIN PLAN COMPENSATION

The Company is proposing an amendment to the Company's 1990 Long Term Incentive Plan (the "LTIP"), which was approved by the stockholders in 1990, to conform the LTIP to the requirements of section 162(m) of the Internal Revenue Code of 1986, as discussed below, by placing an annual limit on the maximum aggregate number of shares available for stock options that may be granted to any participant under the LTIP. Certain of the material terms of the LTIP are described above and the specific terms and conditions of the LTIP are set forth in the full text of the LTIP included as Exhibit A to this Proxy Statement. The attention of the stockholders is directed to that Exhibit so they may acquaint themselves fully with all of the terms and conditions of the LTIP. The Board of Directors has determined that the appropriate annual award limitation is 200,000 shares of the Company's Common Stock. The text of the amendment is contained in the second sentence of Section 2.1, Authority of Committee, in the LTIP.

Section 162(m) of the Internal Revenue Code and the proposed regulations (the "Regulations") issued thereunder by the Internal Revenue Service generally disallow a tax deduction to public companies for compensation over \$1 million paid to certain executive officers in any taxable year beginning on or after January 1, 1994. Performance-based compensation will not be subject to the deduction limit if certain requirements are met. Stock options generally are deemed to be performance-related compensation if certain criteria have been met by the plan under which they are issued, including a limit on the number of stock options which may be granted to any individual during a specified period. In addition, prior to the payment of any awards, the plan must be approved by a vote of a company's stockholders. Adoption of this amendment does not reflect a material change in the LTIP or the Company's current compensation policies and practices but merely brings the plan into compliance with section 162(m) and the Regulations.

The affirmative vote of a majority of the voting power of all Common Stock and Class B Common Stock present in person or by proxy, voting as a single class, a quorum being present, will be required for the approval of the foregoing proposal. The amendment to the LTIP becomes effective upon its approval by the stockholders.

THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR AMENDMENT OF THE LTIP TO PLACE A 200,000 ANNUAL LIMIT ON THE MAXIMUM AGGREGATE NUMBER OF SHARES AVAILABLE FOR OPTIONS THAT MAY BE GRANTED TO ANY PARTICIPANT.

#### PROPOSAL 4

##### APPROVAL OF AMENDED AND RESTATED 1977 EMPLOYEE STOCK PURCHASE PLAN

In 1977 the stockholders approved the Company's 1977 Employee Stock Purchase Plan (the "ESPP") and authorized it to be funded with 2,400,000 shares (adjusted for stock dividends and splits). At the 1987 annual meeting the stockholders approved an amendment authorizing an additional 1,000,000 shares of Common Stock to be sold under the ESPP.

As of April 30, 1995, only 218,000 shares (after adjustment for the 1995 stock split) were available and it is estimated that at least 110,000 shares will be used in the 1995-96 offering. If the program is to continue, it is necessary to authorize additional shares of Common Stock for future use.

First Chicago Trust Company of New York ("First Chicago") has been designated by the Company as its agent to administer the Plan for participants, maintain records, send statements of account to participants and perform other duties relating to the ESPP. First Chicago will hold for safekeeping the shares purchased for participants until termination of participation in the ESPP or receipt of a written request from a participant for all or part of his or her shares. Certificates will not be issued to participants for shares credited to their account unless they so request of the Company in writing or until a participant's account is terminated. Shares purchased under the ESPP and held by First Chicago will be registered in its name or the name of one of its nominees as agent for participants in the ESPP. If First Chicago should resign or otherwise cease to act as Plan administrator, the Company will make such other arrangements as it deems appropriate for the administration of the ESPP.

Under the ESPP, Common Stock is offered for purchase by eligible employees who elect to participate. The Company grants options to purchase such stock at a price equal to 85% of the market value of the stock on the date of grant of such options (the "grant date"), or 85% of such value on the date the options expire (the "exercise date"), which is not more than one year from the date of grant. Participants pay for such stock through periodic payroll deductions which must be not less than \$5 per week nor more than 15% of a participant's base pay earned in the payroll period.

If participation is not terminated as explained below, at the Exercise Date participants will be issued the number of shares of Common Stock (including fractional shares) which can be purchased at the purchase price for the amount accumulated in their payroll deduction accounts during the option period.

Participants in the ESPP may also have cash dividends on all of their shares automatically reinvested through First Chicago's purchase of the Company's Common Stock on the open market. The purchase price of shares purchased by First Chicago for participants will be the amount paid on the open market, rather than a price which is the lesser of 85% of the Grant Date market value or 85% of the Exercise Date market value. No commission or service charge is paid by participants in connection with purchases of Company Common Stock with reinvested dividends under the ESPP.

Directors and elected officers of the Company are not eligible to participate in the ESPP, nor are employees who directly or indirectly own 5% or more of the Company's stock, employees who have been employed less than one year, or part-time employees. All other employees of the Company and of the Company's eligible subsidiaries (50% or more owned by the Company) are eligible to join.

The Company has made 18 offerings under the ESPP. The price at which shares have been sold each year has ranged from \$1.96 to \$14.90. It is proposed that 1,400,000 shares of Common Stock be authorized to be sold under the ESPP in the future; this should last approximately 10 years based on prior rates of subscription.

#### Federal Tax Consequences

Under the Internal Revenue Code, participants in the ESPP will not realize taxable income either on the Grant Date or the Exercise Date. If shares purchased under the ESPP are disposed of more than two (2) years after the Grant Date, participants will realize ordinary income equal to the lesser of (a) the excess of the fair market value of the shares over the option price on the Grant Date, or (b) the excess of the sale price of the shares (or the fair market value if disposed of by gift or a death) over the purchase price. Moreover, if the shares are sold, long-term capital gain or loss will be realized equal to the difference between the selling price and the purchase price of the shares after such purchase price has been increased by any amount required to be realized as ordinary income.

If the shares are disposed of prior to two (2) years after the Grant Date, participants will realize ordinary income equal to the difference between the price paid for the shares and their fair market value on the Exercise Date. Additionally, if the shares are sold, capital gain or loss will be realized equal to the difference between the selling price and the purchase price of the shares after such purchase price has been increased by the amount required to be realized as ordinary income. Whether such capital gain or loss is long-term or short-term depends on whether the shares are held for more or less than one year.

Cash dividends and other distributions on shares of stock held on behalf of participants by First Chicago will be subject to the same income tax treatment that would apply had the participants received the distribution directly. For example, cash dividends received by First Chicago will be taxable to participants as ordinary dividend income. The participants will recognize no tax consequences resulting from the purchase of shares on their behalf by First Chicago and will have tax basis in these shares equal to the amount paid for them.

Participants may voluntarily terminate participation in the ESPP, and participants whose employment with the Company or a designated subsidiary is terminated for reasons other than retirement, disability or death shall automatically cease to participate in the ESPP. In either event the balance in such participant's deduction account shall be paid to him or her and any Company Common Stock purchased in a previous ESPP offering shall, upon written notification from the participant, be transferred to the participant and any fractional shares shall be paid to the participant in cash. Participants who voluntarily terminate participation shall forfeit any right to participate in the next succeeding stock offering, if any, under the ESPP. If a participant's employment is terminated due to retirement, disability or death, the participant or his or her beneficiary or legal representative will be entitled to elect to have the balance in his or her deduction account either paid in cash or applied toward purchase of Company stock and any Company Common Stock purchased in a previous Plan offering, upon written notification from the participant, shall be transferred to the participant and any fractional shares shall be paid to the participant in cash. Except as stated, participants may withdraw any amounts withheld by payroll deduction in the ESPP.

The foregoing summary does not contain all of the details of the Employee Stock Purchase Plan and is qualified by and expressly subject to, the specific terms and conditions of the ESPP itself as set forth in Exhibit B to this Proxy Statement. The attention of the stockholders is directed to that Exhibit so they may acquaint themselves fully with all of the terms and conditions of the ESPP.

The Board of Directors believes that the ESPP is important as an incentive to increased stock ownership by its eligible employees and that the continuation of the Plan is in the best interests of the Company and its stockholders. The affirmative vote of a majority of the voting power of all Common Stock and Class B Common Stock present in person or by proxy, voting as a single class, a quorum being present, will be required for approval of the ESPP, as amended and restated herein.

THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR THE PROPOSAL TO APPROVE THE AMENDED AND RESTATED 1977 EMPLOYEE STOCK PURCHASE PLAN.

PROPOSAL 5

APPROVAL OF 1996 STOCK PLAN FOR NON-EMPLOYEE DIRECTORS

The Board of Directors of the Company believes that adoption of the Company's 1996 Stock Plan for Non-Employee Directors (the "Stock Plan") will encourage non-employee directors to increase their ownership of shares of the Company's Common Stock and thereby link their interests more closely with the interests of the other stockholders of the Company. Adoption of the Stock Plan will also assist the Company in attracting and retaining non-employee directors of outstanding ability and in providing compensation opportunities which are competitive with those of other major corporations. Equally important, adoption of the Stock Plan will enable these directors to participate in the long term growth and financial success of the Company.

In furtherance of these goals, stockholders are being asked to approve the adoption of the Stock Plan and to authorize the Board of Directors to reserve for the Stock Plan an aggregate of 50,000 shares of the Company's Common Stock (as such number may be adjusted for stock splits and dividends and certain other corporate changes in accordance with the Stock Plan). The Stock Plan will have no expiration date except that awards may not be granted in excess of the 50,000 shares of Common Stock which have been reserved for award. The following summary sets forth the principal features of the Stock Plan, which is qualified in its entirety by the complete text of the Stock Plan set forth in Exhibit C to this Proxy Statement.

Awards may be granted only to non-employee directors of the Company. Awards may not be granted to any person who is an employee of the Company or of any subsidiary of the Company.

An award of 500 shares of the Company's Common Stock will be made automatically to each non-employee director on the first business day of June of each year, beginning on June 3, 1996. No consideration will be paid by a participant upon award of the shares. A non-employee director who is elected by the Board of Directors to fill a vacancy or newly created directorship between annual meetings of stockholders will automatically receive 500 shares of Common Stock on the first business day of the fourth month after the date on which he or she takes office.

Non-employee directors will also have the right to elect in writing to receive all or fifty percent (50%) of the compensation described above in "Compensation of Directors", which would otherwise be payable in cash, in shares of Common Stock, commencing with the effective date of the Plan. The number of shares so awarded will be determined by dividing the amount of the compensation to be paid by the closing price of the Company's Common Stock as reported for New York Stock Exchange-Composite Transactions on the trading day immediately preceding the date of payment and rounding to the nearest whole number. Elections under this section must be made at least six months prior to the date on which the stock payment is to be made. A non-employee director's election will remain in effect from year to year until changed by the participant. A change in an election must be made at least six months in advance of the effective date of the change.

The Stock Plan will be administered by the Chief Executive Officer of the Company (the "Administrator"), who will be authorized to interpret the Plan but have no authority with respect to the selection of directors to receive awards, the number of shares subject to the Plan or each grant thereunder, or the price or timing of awards to be made except as provided below. The Administrator shall have no authority to increase materially the benefits under the Stock Plan. The Administrator may amend, suspend or terminate the Stock Plan as he or she shall deem advisable but may not amend the Stock Plan without further approval of the stockholders if such approval is required by law, and may not amend the Stock Plan provisions relating to the amount, price, and timing of awards more than once every six months other than to comport with changes in the Internal Revenue Code of 1986, the Employee Retirement Income Security Act of 1974, or the rules and regulations thereunder. The determinations of the Administrator are final, binding and conclusive upon all persons. Adjustments shall be made in the number and kind of shares subject to the Stock Plan for stock splits or stock dividends.

Federal Tax Consequences

The non-employee directors will be considered to have earned directors' compensation at the time of the stock awards. The amount of taxable compensation will equal the fair market value of the shares on the date awarded. This treatment applies to minimum awards and elective awards of Common Stock.

Other Information

If the Stock Plan had been in effect during the year ended September 30, 1995, the following table sets forth the benefits that would have been received by the 8 persons eligible to participate in the Stock Plan.

Name	Dollar Value(\$)	Number of Units
-----	-----	-----
Non-Executive Director Group	\$ 84,500 (1)	4,000

(1) Based on the closing price of the Common Stock on December 8, 1995.

The affirmative vote of a majority of the voting power of all Common Stock and Class B Common Stock present in person or by proxy, voting as a single class, a quorum being present, will be required for the approval of the foregoing proposal. The Stock Plan becomes effective upon its approval by the stockholders.

THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR THE PROPOSAL TO ADOPT THE 1996 STOCK PLAN FOR NON-EMPLOYEE DIRECTORS.

RELATIONSHIP WITH INDEPENDENT PUBLIC ACCOUNTANTS

The firm of McGladrey & Pullen, LLP, Certified Public Accountants, has been designated by the Board of Directors of the Company to audit the financial statements of the Company, its divisions and subsidiaries, for the fiscal year to end September 30, 1996. Said firm has audited the Company's accounts since 1960 and is considered to be well qualified.

Representatives of McGladrey & Pullen will be present at the 1996 annual meeting and will be afforded the opportunity to make a statement, if they desire to do so, and will be available to respond to appropriate questions.

STOCKHOLDER PROPOSALS FOR 1997 ANNUAL MEETING

Proposals of stockholders intended to be presented at the 1997 annual meeting of the Company must be received by the Company for inclusion in its proxy statement and form of proxy relating to that meeting by August 15, 1996.

COMPLIANCE WITH SECTION 16(a) OF THE EXCHANGE ACT

Section 16(a) of the Securities Exchange Act of 1934 (the "Act") requires the Company's directors and executive officers and persons who own more than ten percent of the Company's Common Stock or Class B Common Stock to file initial reports of ownership and reports of changes in that ownership with the Securities and Exchange Commission and the New York Stock Exchange. Specific due dates for these reports have been established, and the Company is required to disclose in its proxy statement any failure to file by these dates during the Company's 1995 fiscal year.

Based solely on review of the copies of such reports furnished to the Company and written representations that no other reports were required, the Company believes that all filing requirements applicable to its executive officers and directors were satisfied.

OTHER MATTERS

The Management of the Company knows of no matters to be presented at the meeting other than those set forth in the Notice of Annual Meeting. However, if any other matters properly come before the meeting, your proxy, if signed and returned, will give discretionary authority to the persons designated in it to vote in accordance with their best judgment.

The cost of the solicitation of proxies will be borne by the Company. In addition to solicitation by mail, some of the officers and regular employees of the Company may, without extra remuneration, solicit proxies personally or by telephone or telegraph. The Company may also request brokerage houses, nominees, custodians and fiduciaries to forward proxy materials to the beneficial owners of stock held of record and will reimburse such persons for their expenses. The Company has retained Morrow & Co., Inc. to aid in the solicitation of proxies, for which the Company will pay an amount which it is estimated will not exceed \$7,000 plus expenses.

/s/ Richard D. Gottlieb  
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RICHARD D. GOTTLIEB  
President and Chief Executive Officer

LEE ENTERPRISES, INCORPORATED  
1990 LONG-TERM INCENTIVE PLAN

## Section 1: GENERAL PROVISIONS

## 1.1 Purposes

The purposes of the 1990 Long-Term Incentive Plan (the "Plan") of Lee Enterprises, Incorporated (the "Company") are to promote the interests of the Company and its stockholders by (i) attracting and retaining executives and other key employees of outstanding ability; (ii) strengthening the Company's capability to develop, maintain and direct a competent management team; (iii) motivating executives and other key employees, by means of performance-related incentives, to achieve longer-range performance goals; (iv) providing incentive compensation opportunities which are competitive with those of other major corporations; and (v) enabling such employees to participate in the long-term growth and financial success of the Company.

## 1.2 Definitions

"Affiliate" - means any corporation or other entity (i) which is not a Subsidiary but as to which the Company possesses a direct or indirect ownership interest and has representation on the board of directors or any similar governing body; and (ii) which is designated by the Board of Directors as an "Affiliate" for purposes of this Plan.

"Award" - means a grant or award under Sections 2 through 4, inclusive, of the Plan.

"Board of Directors" - means the board of directors of the Company.

"Code" - means the Internal Revenue Code of 1986 as amended from time to time.

"Committee" - means the Executive Compensation Committee of the Board of Directors.

"Common Stock" - means the Common Stock, \$2.00 par value, of the Company, which may be authorized and unissued shares or may be reacquired shares of such Common Stock.

"Corporation" - means the Company, its divisions, Subsidiaries and Affiliates.

"Disability Date" - means the date on which a Participant is deemed disabled under the employee benefit plans of the Corporation applicable to the Participant.

"Disinterested Person" - has the meaning set forth in Rule 16b-3(d)(3) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, or any successor definition adopted by the Commission.

"Employee" - means any key employee of the Corporation.

"Fair Market Value" - means, as the Committee shall determine, either (i) the average of the high and low prices of the Common Stock, or (ii) the closing price of the Common Stock, on the date on which it is to be valued hereunder as reported for New York Stock Exchange-Composite Transactions.

"Normal Retirement Date" - has the meaning set forth in the pension or retirement plan of the Corporation applicable to the Participant, or such other date as may be mutually agreeable upon in writing by the Committee and the Participant.

"Participant" - means an Employee who is selected by the Committee to receive an Award under the Plan.

"Performance Cycle" or "Cycle" - means a period of three (3) years, or such other period of years selected by the Committee, during which performance is measured for the purpose determining the extent to which an award of Performance Units has been earned.

"Performance Goals" - mean the objectives established by the Committee for a Performance Cycle, for the purpose of determining the extent to which Performance Units which have been contingently awarded for such Cycle are earned.

"Performance Unit" - means a fixed or variable dollar denominated unit contingently awarded under Section 3 of the Plan.

"Restricted Period" - means a period of three (3) years, or such other period of years selected by the Committee, during which a grant of Restricted Stock may be forfeited to the Company.

"Restricted Stock" - means shares of Common Stock contingently granted to a Participant under Section 4 of the Plan.

"Subsidiary" - means any corporation in which the Company possesses directly or indirectly fifty percent (50%) or more of the total combined voting power of all classes of its stock having voting power; provided that with respect to incentive Stock options granted hereunder, the term "subsidiary" shall be as defined in Section 425(f) or any successor provision of the Code.

### 1.3 Administration

The Plan shall be administered by the Committee, which shall at all times consist of three (3) or more members, each of whom shall be a Disinterested Person. The Committee shall have sole and complete authority to adopt, alter and repeal such administrative rules, guidelines and practices governing the operation of the Plan as it shall from time to time deem advisable, and to interpret the terms and provisions of the Plan. The Committee may delegate to one or more executive officers of the Company the power to make Awards to Participants who are not executive officers or directors of the Company, provided the Committee shall fix the maximum amount of such Awards for the group and a maximum amount for any one Participant. The Committee's decisions are binding upon all parties.

### 1.4 Eligibility

All Employees who have demonstrated significant management potential or who have contributed, or are deemed likely to contribute, in a substantial measure to the successful performance of the Corporation, as determined by the Committee, are eligible to be Participants in the Plan.

### 1.5 Shares Reserved

(a) There shall be reserved for issuance pursuant to the Plan a total of two million (2,000,000) shares of Common Stock, together with any shares that were available for grant under the Company's 1982 Incentive Stock Option Plan as of October 1, 1989 and any shares that, after such date, would have, but for Section 1.14(a) below, otherwise become available for grant under the terms of such plan by reason of forfeitures or otherwise. In the event that (i) a stock option expires or is terminated unexercised as to any shares covered thereby, or (ii) shares are forfeited for any reason under the Plan, such shares shall thereafter be again available for issuance pursuant to the Plan. In the event that a stock option is surrendered for payment pursuant to Section 1.6(a)(ii) hereof, the shares covered by the stock option shall not thereafter be available for issuance pursuant to the Plan.

(b) In the event of any change in the outstanding shares of Common Stock by reason of any stock dividend or split, recapitalization, merger, consolidation, spin-off, combination or exchange of shares or other corporate change, or any distributions to common shareholders other than cash dividends, the Committee shall make such substitution or adjustment, if any, as it deems to be equitable to accomplish fairly the purposes of the Plan and to preserve the intended benefits of the Plan to the Participants and the Corporation, as to the number (including the number specified in Section 1.5(a) above) or kind of shares of Common Stock or other securities issued or reserved for issuance pursuant to the Plan, including the number of outstanding stock options, the option prices thereof, and the number of outstanding Awards of other types.

## 1.6 Change of Control

(a) In order to maintain the Participants' rights in the event of a Change of Control or Potential Change of Control of the Company, as hereinafter defined, the Board of Directors, in its sole discretion, may, in addition to and notwithstanding anything to the contrary contained in the Plan, either at the time an Award is made hereunder or at any time prior to or upon the occurrence of a Change of Control or Potential Change of Control (i) provide for the accelerated exerciseability or vesting of, or the full or partial lapse of restrictions on, each Award outstanding at the time of such Change of Control or Potential Change of Control event; (ii) provide for the payment in respect of such Awards of cash equal to the amount which could have been attained upon the exercise or realization of such rights had such Awards been then currently exercisable or payable; (iii) make such adjustment or proration to the Awards then outstanding as the Board of Directors deems appropriate to reflect such transaction or event; or (iv) cause the Awards then outstanding to be assumed, or new rights substituted therefor, by the surviving corporation in such change. The Board of Directors may, in its discretion, include such further provisions and limitations in any agreement entered into with respect to an Award as it may deem equitable and in the best interests of the Corporation.

(b) For the purposes of this Section 1.6, a "Change of Control" shall be deemed to have occurred if: (i) any person (as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended from time to time (the "Exchange Act") and as used in Sections 13(d) and 14(d) thereof), excluding the Company, its Subsidiaries, and any employee benefit plan sponsored or maintained by the Company or its Subsidiaries (including any trustee of such plan acting as trustee), but including a "group" as defined in Section 13(d)(3) of the Exchange Act (a "Person"), becomes beneficial owner of shares of the Company having at least twenty percent (20%) of the total number of shares which entitle such Person to vote for the election of directors of the Company (the "Voting Shares"); (ii) the stockholders of the Company shall approve any merger or other business combination of the Company, sale of the Company's assets or a combination of the foregoing transactions (a "Transaction") other than a Transaction involving only the Company and one or more of its Subsidiaries or Affiliates, or a Transaction immediately following which the stockholders of the Company immediately prior to the Transaction continue to have a majority of the voting power in the resulting entity excluding for this purpose any stockholder owning directly or indirectly more than ten percent (10%) of the shares of the other company involved in the merger; or (iii) within any twenty-four (24) month period beginning after February 8, 1990, the persons who were directors of the Company immediately before the beginning of such period (the "Incumbent Directors") shall cease (for any reason other than death) to constitute at least a majority of the board of directors or the Board of Directors of any successor to the Company, provided that any director who was not a director as of February 8, 1990 shall be deemed to be an Incumbent Director if such director was elected to the Board of Directors by, or on the recommendation of or with the approval of, at least two-thirds of the directors who then qualified as Incumbent Directors either actually or by prior operation of this Section 1.6(b)(iii).

(c) For the purposes of this Section 1.6, a Potential Change of Control shall be deemed to have occurred if: (i) a Person commences a tender offer for at least twenty percent (20%) of the Voting Shares; (ii) approval of any Transaction (excluding any Transaction that is excluded for purposes of Section 1.6(b)(ii) above) is requested of stockholders; (iii) proxies for the election of directors of the Company are solicited by anyone other than the Company; or (iv) any other event occurs which is deemed to be a Potential Change of Control by the Board of Directors.

(d) Notwithstanding the foregoing, no Change of Control or Potential Change of Control shall be deemed to have occurred for purposes of the Plan with respect to an Employee by reason of any actions or events in which such Employee participates in a capacity other than in his or her capacity as an Employee (or as a director of the Company, where applicable).

## 1.7 Withholding

The Corporation shall have the right to deduct from all amounts paid in cash (whether under this Plan or otherwise) any taxes required by law or other amounts authorized by a Participant to be withheld therefrom. In the case of payments of Awards in the form of Common Stock, at the Committee's discretion the Participant may be required to pay to the Corporation the amount of any taxes required to be withheld with respect to such Common Stock, or, in lieu thereof, the Corporation shall have the right to retain (or the Participant may be offered the opportunity to elect to tender) the number of shares of Common Stock whose Fair Market Value on the date such taxes are required to be withheld equals the amount required to be withheld.

## 1.8 Nontransferability

No Award shall be assignable or transferable, and no right or interest of any Participant shall be subject to any lien, obligation or liability of the Participant, except by will or the laws of descent and distribution.



#### 1.9 No Right to Employment

No person shall have any claim or right to be granted an Award, and the grant of an Award shall not be construed as giving a Participant the right to be retained in the employ of the Corporation. Further, the Corporation expressly reserves the right at any time to dismiss a Participant free from any liability, or from any claim under the Plan, except as provided herein or in any agreement entered into with respect to an Award.

#### 1.10 Construction of the Plan

The validity, construction, interpretation, administration and effect of the Plan and of its rules and regulations, and rights relating to the Plan, shall be determined solely in accordance with the laws of Delaware, without regard to conflict of law principles.

#### 1.11 Amendment

(a) The Board of Directors may amend, suspend or terminate the Plan or any portion thereof and any Award hereunder at any time, provided that no amendment shall be made without stockholder approval which shall (i) increase (except as provided in Section 1.5(b) hereof) the total number of shares reserved for issuance pursuant to the Plan; (ii) change the class of Employees eligible to be Participants; (iii) decrease the minimum option prices stated herein (other than to change the manner of determining Fair Market Value to conform to any then applicable provision of the Code or regulations thereunder); (iv) extend the expiration date of the Plan as it applies to incentive stock options; or (v) withdraw the administration of the Plan from a committee consisting of three or more members, each of whom is a Disinterested Person. Notwithstanding anything to the contrary contained herein, the Committee may amend the Plan in such manner as may be necessary so as to have the Plan conform with applicable law and rules and regulations thereunder.

(b) The Committee with the Participant's consent may amend, modify or terminate any outstanding Award at any time prior to payment or exercise in any manner not inconsistent with the terms of the Plan, including without limitation, to change the date or dates as of which (i) a stock option becomes exercisable; (ii) a Performance Unit is deemed earned; (iii) or a Restricted Stock becomes nonforfeitable; or (iv) to cancel and reissue an Award under such different terms and conditions as it determines appropriate.

#### 1.12 Dividends, Equivalentents and Voting Rights; Cash Payments

Awards may provide the Participant with (i) dividends or dividend equivalents and voting rights prior to either vesting or earnout; and (ii) to the extent determined by the Committee, cash payments in lieu of or in addition to an Award.

#### 1.13 Effective Date

The Plan shall be effective on October 1, 1989, subject to ratification by the stockholders of the Company. No incentive stock options may be granted under the Plan after October 1, 1999.

#### 1.14 Prior Plans

Upon the effectiveness of the Plan:

(a) No further grants shall be made under the 1982 Incentive Stock Option Plan. At the discretion of the Committee and subject to the consent of the participants thereunder, any prior grants that were made under such plan shall be covered by the terms and conditions of this Plan.

(b) No awards shall be made under the 1978 Performance Share Plan, which Plan shall be terminated.

(c) No further awards shall be made under the Deferred Compensation Unit Plan, which Plan shall be terminated, and benefits thereunder shall be distributed as determined by the Committee. During the period of distribution, benefits under such plan may continue to accrue in respect to awards made prior to the termination of such plan in the discretion of the Committee.

## Section 2: STOCK OPTIONS

### 2.1 Authority of Committee

Subject to the provisions of the Plan, the Committee shall have sole and complete authority to determine the Employees to whom stock options shall be granted, the number of shares to be covered by each stock option and the conditions and limitations, if any, in addition to those set forth in Section 2.3 hereof, applicable to the exercise of the stock option. The number of shares of Common Stock with respect to which stock options may be granted to any Participant during any fiscal year shall not exceed 100,000 (subject to adjustment as provided in Section 1.5(b) hereof). The Committee shall have the authority to grant stock options that are intended to be, and qualify as, incentive stock options under Section 422A of the Code, or to grant non-qualified stock options, or to grant both types of stock options, except that incentive stock options can only be granted to Participants who are Employees of the Company or a Subsidiary. In the case of incentive stock options, the terms and conditions of such grants shall be subject to and comply with such grant and vesting limitations as may be prescribed by Section 422A(d) of the Code, as from time to time amended, and any implementing regulations.

### 2.2 Option Price

The Committee shall establish the option price at the time each stock option is granted, which price shall not be less than 100% of the Fair Market Value of the Common Stock on the date of grant in the case of incentive stock options or 50% of the Fair Market Value in the case of non-qualified stock options. The option price shall be subject to adjustment in accordance with the provisions of Section 1.5(b) hereof.

### 2.3 Exercise of Options

(a) The Committee may determine that any stock option shall become exercisable in installments and may determine that the right to exercise such stock option as to such installments shall expire on different dates or on the same date. Incentive stock options may not be exercisable later than ten years after their date of grant.

(b) In the event a Participant ceases to be an Employee with the consent of the Committee, or upon the occurrence of his or her death, Normal Retirement Date (or, if approved in writing by the Committee, his or her actual retirement date) or Disability Date, his or her stock options shall be exercisable at any time prior to a date established by the Committee at the date of grant. Except as otherwise provided by the Committee, if a Participant ceases to be an Employee for any other reason, his or her rights under all stock options shall terminate no later than the thirtieth (30th) day after such cessation of employment.

(c) Each stock option shall be confirmed by a stock option agreement executed by the Company and by the Participant. The option price of each share as to which an option is exercised shall be paid in full at the time of such exercise. Such payment shall be made in cash, by tender of shares of Common Stock owned by the Participant valued at Fair Market Value as of the date of exercise, subject to such limitations on the tender of Common Stock as the Committee may impose, or by a combination of cash and shares of Common Stock. In addition, the Committee may provide the Participant with assistance in financing the option price and applicable withholding taxes, on such terms and conditions as it determines appropriate.

(d) Stock options granted under the Plan may include the right to acquire an Accelerated Ownership Non-Qualified Stock Option ("AO"). If an option grant contains an AO, and if a Participant pays all or part of the purchase price of the option with shares of Common Stock held by the Participant for at least one (1) year, then upon exercise of the option the Participant shall be granted the additional option to purchase, at the Fair Market Value as of the date of the AO grant, the number of shares of Common Stock equal to the number of whole shares of Common Stock used by the Participant in payment of the purchase price and the number of whole shares of Common Stock, if any, withheld by the Company as payment for applicable withholding taxes. An AO may be exercised no earlier than one (1) year after its grant and no later than the date of expiration of the option to which the AO is related.

(e) Stock options may be exercised during the option term (as specified in the option agreement) by giving written notice of exercise to the Company specifying the number of shares to be purchased. Such notice shall be accompanied by payment in full of the purchase price, either by check, note or such other type of instrument as may be determined from time to time to be acceptable by the Committee or in accordance with procedures established by the Committee. As determined by, or in accordance with procedures established by, the Committee, in its sole discretion, at or after grant, payment in full or in part may also be made in the case of the exercise of a non-qualified stock option in the form of Restricted Stock subject to an Award hereunder (based, in each case, on the Fair Market Value of the Common Stock on the date the option is exercised, as determined by the Committee). If payment of the option exercise price of a non-qualified stock option is made in whole or in part in the form of Restricted Stock, such Restricted Stock (and any replacement shares relating thereto) shall remain (or be) restricted, as the case may be, in accordance with the original terms of the Restricted Stock award in question, and any additional Common Stock received upon the exercise shall be subject to the same forfeiture restrictions, unless otherwise determined by, or in accordance with procedures established by, the Committee, in its sole discretion, at or after grant.

### Section 3: PERFORMANCE UNITS

#### 3.1 Authority of Committee

The Committee shall have sole and complete authority to determine the Employees who shall receive Performance Units and the number of such Performance Units for each Performance Cycle, and to determine the duration of each Performance Cycle and the value of each Performance Unit. There may be more than one Performance Cycle in existence at any one time, and the duration of Performance Cycles may differ from each other.

#### 3.2 Performance Goals

The Committee shall establish Performance Goals for each Cycle on the basis of such criteria and to accomplish such objectives as the Committee may from time to time select. During any Cycle, the Committee may adjust the Performance Goals for such Cycle as it deems equitable in recognition of unusual or non-recurring events affecting the Corporation or changes in applicable tax laws or accounting principles.

#### 3.3 Terms and Conditions

The Committee shall determine the number of Performance Units which have been earned on the basis of performance in relation to the established Performance Goals. Performance Units may not be sold, assigned, transferred, pledged or otherwise encumbered, except as herein provided, during the Performance Cycle. Payment of Performance Units shall be in (i) cash or (ii) shares of Restricted Stock in such proportions as the Committee shall determine.

#### 3.4 Termination of Employment

A Participant must be an Employee at the end of a Performance Cycle in order to be entitled to payment of Performance Units in respect of such Cycle; provided, however, that in the event a Participant ceases to be an Employee with the written consent of the Committee before the end of such Cycle, or upon the occurrence of his or her death, his or her Normal Retirement Date (or, if approved in writing by the Committee, his or her actual retirement date) or Disability Date prior to the end of such Cycle, the Committee, in its discretion and after taking into consideration the performance of such Participant and the performance of the Corporation during the Cycle, may authorize payment to such Participant (or his or her legal representative) with respect to some or all of the Performance Units deemed earned for that Cycle.

## Section 4: RESTRICTED STOCK

### 4.1 Authority of Committee

Subject to the provisions of the Plan, the Committee shall have sole and complete authority to determine the Employees to whom shares of Restricted Stock shall be granted, the number of shares of Restricted Stock to be granted to each Participant, the duration of the Restricted Period during and the conditions under which the Restricted Stock may be forfeited to the Company, the purchase price, if any, to be paid by a Participant for such Restricted Stock, and the terms and conditions of the Award in addition to those contained in Section 4.2. Such determinations shall be made by the Committee at the time of the grant.

### 4.2 Terms and Conditions

Shares of Restricted Stock may not be sold, assigned, transferred, pledged or otherwise encumbered, except as provided in Section 2.3(e), during the Restricted Period. Certificates issued in respect of shares of Restricted Stock shall be registered in the name of the Participant and deposited by him or her, together with a stock power endorsed in blank, with the Company. At the expiration of the Restricted Period, the Company shall deliver such certificates to the Participant or his or her legal representative.

### 4.3 Termination of Employment

Unless otherwise provided by the Committee at the time of the grant of Restricted Stock, in the event a Participant voluntarily terminates his or her employment with the Corporation during the Restricted Period, or upon the occurrence of his or her death, during the Restricted Period, Normal Retirement Date (or, if approved in writing by the Committee, his or her actual retirement date) or Disability Date during the Restricted Period, the restrictions imposed hereunder shall lapse with respect to such shares of Restricted Stock. In the event a Participant ceases to be an Employee for any other reason during the Restricted Period, unless otherwise provided by the Committee, all shares of Restricted Stock shall thereupon be forfeited to the Company.

AMENDED AND RESTATED  
LEE ENTERPRISES, INCORPORATED  
1977 EMPLOYEES' STOCK PURCHASE PLAN

This Stock Purchase Plan (herein called "Plan") provides eligible employees of Lee Enterprises, Incorporated, a Delaware corporation (herein called "Company"), and its Designated Subsidiaries, an opportunity to purchase Common Stock of the Company through payroll deductions. The Plan is intended to qualify as an "employee stock purchase plan" within the meaning of Section 423 of the Internal Revenue Code of 1986, as amended, hereinafter called the Code.

1. DEFINITIONS.

(a) Subsidiary. A "Subsidiary" is a corporation 50% or more of the outstanding voting stock or voting power of which at the time of the granting of an option under the Plan is beneficially owned directly or indirectly by the Company.

(b) Designated Subsidiary. A "Designated Subsidiary" is a subsidiary of the Company whose Eligible Employees shall be authorized to participate in the Plan by the Board of Directors of the Company.

(c) Eligible Employee. An "Eligible Employee" is an employee of the Company or of a Designated Subsidiary, except an employee (i) who has been employed by the Company and/or a Designated Subsidiary less than one year as of the Grant Date; or (ii) whose employment is twenty hours or less per week or not more than five months in any calendar year; or (iii) who on a Grant Date is an elected officer or director of the Company; or (iv) who immediately after a Grant Date owns 5% or more of the total combined voting power or value of all classes of stock of the Company.

Prior service by an employee with a company whose assets and business relating to such employment have been acquired by the Company or a Designated Subsidiary shall, if so determined by the Board of Directors of the Company, be deemed to constitute employment with the Company or such Designated Subsidiary for the purposes of subparagraph 1(c) (i) hereof.

(d) Participant. A "Participant" is an Eligible Employee who elects to participate in the Plan.

(e) Offering. An "Offering" is the grant of options to Participants to purchase Common Stock of the Company in accordance with the provisions of the Plan during a prescribed period of time not in excess of one year.

(f) Grant Date. The "Grant Date" shall be the date fixed by the Board of Directors for the commencement of an Offering under the Plan, or if no sale of the Company's Common Stock is recorded on the New York Stock Exchange-Composite Transaction Tape on that date, then on the next succeeding date on which there is a sale.

(g) Exercise Date. The "Exercise Date" with respect to any Offering is the expiration date of such Offering or if no sale of the Company's Common Stock is recorded on the New York Stock Exchange-Composite Transaction Tape on that date, then the last preceding day on which there was a sale.

(h) Exercise Price. The "Exercise Price" of each Offering shall be established by the Board of Directors but in no event shall be less than the lesser of 85% of the fair market value of a share of Common Stock of the Company on the Grant Date or 85% of the fair market value of such share on the Exercise Date; neither shall the Exercise Price be less than the par value of such shares. The fair market value per share on any Grant Date or Exercise Date, as the case may be, shall be the average between the highest and lowest quoted selling price per share of the Company's Common Stock as recorded on the New York Stock Exchange-Composite Transaction Tape on each such date.

(i) Basic Compensation. The "Basic Compensation" of each Participant for each payroll period is the regular straight time compensation earned during such payroll period, before any deductions or withholdings, but excluding overtime, bonuses, amount paid as reimbursement of expenses and other additional compensation.

2. SHARES AVAILABLE FOR PURCHASE. The Company will make available 1,400,000 shares of its Common Stock for purchase under the Plan from authorized but unissued shares or from shares reacquired from time to time.

3. OFFERINGS. The Board of Directors shall fix the date of each Offering under the Plan, the number of shares to be offered under each Offering, the Exercise Price and the period of time, not more than twelve months, during which the Offering

is to remain in effect. No new Offering shall become effective until the prior Offering has expired.

4. PARTICIPATION-PAYROLL DEDUCTIONS. (a) An Eligible Employee may become a Participant by completing an authorization for a payroll deduction on the form provided by the Company and filed with his or her payroll office prior to the Grant Date of the applicable Offering.
- (b) At least thirty days prior to the Grant Date the Company shall notify the Eligible Employees of that date and furnish them with the required authorization form.
- (c) At the time a Participant files his or her authorization for payroll deduction he or she shall elect to have deductions made from his or her pay on each pay day during the time that he or she is a Participant in an Offering at a rate not less than \$5.00 per week nor more than 15% of the Basic Compensation which he or she is entitled to receive on such pay day.
- (d) All payroll deductions made for a Participant shall be deposited in the Company's general corporate account and shall not bear interest. A Participant may not make any separate cash payment into such account or change the amount of the deduction at any time during the period of the Offering. The Company will maintain complete records showing the amount of payroll deductions of each Participant.
- (e) Payroll deductions for a Participant shall commence on the first pay date following the Grant Date and shall end on the last pay date prior to the Exercise Date to which the payroll deduction authorization is applicable unless he or she elects to discontinue deductions as provided in paragraph 6.
- (f) No employee of the Company or a Designated Subsidiary may be granted an option hereunder which would permit the employee's rights to purchase stock under this Plan and all other stock purchase plans (as defined in the Code) of the Company and its subsidiaries to accrue at a rate which exceeds \$25,000 (or such other maximum as may be prescribed from time to time by the Code) of fair market value of such stock (determined at the time the option is granted) for each calendar year in which any such option granted to such employee is outstanding at any time.

5. GRANTING OF OPTIONS-PURCHASE OF SHARES. (a) If a Participant has filed his or her authorization for a payroll deduction as above provided, the Participant shall be granted an option on the Grant Date of an Offering for as many full or fractional shares as he or she will be able to purchase at the Exercise Price of such Offering with the payroll deductions credited to his or her account during the period of participation in that Offering; provided, however, that if the total number of shares to be purchased by all Participants in such Offering shall exceed the number of shares available for sale through such Offering, a pro rata allocation of the available shares shall be made among all Participants in the Offering based on the amount of their respective payroll deductions up to the Exercise Date of the Offering.

(b) Purchase of shares shall be made automatically on the Exercise Date of an Offering. On such date, the Participant's account shall be charged for the amount of the Exercise Price of the number of whole and fractional shares that can be purchased with the credit balance in his or her account.

(c) Cash dividends and other cash distributions received by a Participant with respect to the shares held on behalf of a Participant by the Plan administrator will be credited pro rata to the account of a Participant in accordance with his or her interest in the shares with respect to which the dividends or distributions are paid or made, and will be applied, as soon as practicable after receipt thereof by the Plan administrator, to the purchase on the open market of additional shares of the Company's Common Stock, and such shares will be credited to the account of each electing Participant in a pro rata manner. Stock splits or dividends paid in the Company's Common Stock will be allocable to a Participant in whole shares and in fractional shares, as determined by the Plan administrator, in accordance with his or her interest in the shares with respect to which the stock dividend is paid or the stock split relates.

If a Participant desires not to have the cash dividends and other cash distributions received on his or her Common Stock reinvested in the Common Stock of the Company, the Participant shall notify the Company by completing the form provided by the Company and filed with his or her payroll office. After receipt of such notice, all cash dividends when declared and received by the Company's Plan administrator will be credited to such Participant in proportion to the number of shares, including fractional shares, held by the Company's Plan administrator for such Participant's account on the dividend record date. Checks will then be issued to such Participant in accordance with the Company's dividend payment policies for its stockholders.

(d) The purchase price of shares of the Company's Common Stock purchased by the Plan administrator for a Participant in the Plan with reinvested dividends on any dividend payment date will be the average of the prices paid on the open market by the Plan administrator in making such purchases, rather than the Exercise Price.

(e) The Company may, in its discretion, issue a stock certificate representing the shares so purchased by the Plan administrator in the name of a Participant, or if he or she so directs, in his or her name and the name of another person as joint tenants with right of survivorship, and deliver the certificate to such Participant as soon as practicable after the date purchased. Notwithstanding the foregoing, the Company may, in its discretion, issue uncertificated stock representing the full and fractional shares of the Company's Common Stock purchased by or on behalf of a Participant (in lieu of a stock certificate) on the date purchased in the name of the Participant, or if he or she so directs, in his or her name and the name of another person as joint tenants with the right of survivorship, unless the Participant requests the issuance of a stock certificate. Such authorization does not affect shares already represented by certificates until they are surrendered to the Company.

Upon the issuance or transfer of uncertificated shares to a Participant, the Company shall send the Participant a written statement containing such information required by Delaware law, the Company's Restated Certificate of Incorporation and the Company's By-Laws, which shall be delivered to such Participant as soon as practical after the date of purchase.

6. TERMINATION OF PARTICIPATION IN OFFERING. A Participant, at any time and for any reason, may voluntarily terminate participation in an Offering prior to the Exercise Date of the Offering by written notice of termination delivered to his or her payroll office. A Participant shall automatically cease to participate in an Offering if prior to the Exercise Date he or she shall cease to be employed by either the Company or a Designated Subsidiary for reasons other than retirement, disability or death. In either such event no payroll deduction shall thereafter be made with respect to such Participant and the cash balance in his or her payroll deduction account shall be paid to the Participant within 60 days thereafter and any Company Common Stock in such Participant's account purchased in a previous Plan offering shall, upon written notification from the Participant, be transferred to the Participant and any fractional shares shall be paid to the Participant in cash. A Participant whose participation in an Offering has been voluntarily terminated shall forfeit any right to participate in the next succeeding Offering, if any, under the Plan. If a Participant's employment shall be terminated by reason of retirement, death or disability prior to the Exercise Date, he or she (or a designated beneficiary, in the event of death, or if none, his or her legal representative) shall have the right, within 90 days thereafter, to elect to have the balance in the Participant's payroll deduction account either paid in cash or applied toward the purchase of Company stock and any Company Common Stock in such Participant's account purchased in a previous Plan offering shall, upon written notification from the Participant, be transferred to the Participant and any fractional shares shall be paid to the Participant in cash. Except as above provided, no Participant may withdraw any amounts withheld by payroll deductions, in whole or in part.



7. RIGHTS AS A STOCKHOLDER. None of the rights or privileges of a stockholder of the Company shall exist with respect to shares purchased under the Plan unless and until a certificate or certificates or written statement in respect of uncertificated shares shall have been issued to a Participant or legal representative of his or her estate.
8. RIGHTS NOT TRANSFERABLE. Rights under this Plan are not transferable by a Participant other than by will or the laws of descent and distribution and are exercisable during the Participant's lifetime only by the Participant.
9. APPLICATION OF FUNDS. All funds received or held by the Company under this Plan may be used for any corporate purposes.
10. ADJUSTMENTS IN CASE OF CHANGES AFFECTING STOCK. In the event of a recapitalization, stock dividend, stock split or other change in capitalization affecting the Company's present Common Stock, appropriate adjustment may be made by the Board of Directors in the number (including the number specified in paragraph 2) and kind of shares and the Exercise Price of shares which are or may become subject to options granted or to be granted hereunder.
11. AMENDMENTS TO PLAN. The Board of Directors of the Company, at any time, or from time to time, may amend, suspend, or terminate this Plan, provided, however, that except to conform the Plan to the requirements of the Internal Revenue Code, no amendment shall be made (i) increasing or decreasing the number of shares authorized for this Plan (other than as provided in Section 10), (ii) changing the formula for determining the Exercise Price per share, or (iii) further limiting the employees of the Company or its Subsidiaries who may participate in this Plan.
12. VALUATIONS. All valuations hereunder shall be based upon the New York Stock Exchange-Composite Transaction Tape.
13. GOVERNMENTAL REGULATIONS. The Company's obligation to sell and deliver its Common Stock under this Plan is subject to the approval of any governmental authority required in connection with the authorization, issuance or sale of such stock.
14. EFFECTIVE DATE OF PLAN. The Plan became effective on May 1, 1978.

LEE ENTERPRISES, INCORPORATED  
1996 STOCK PLAN FOR NON-EMPLOYEE DIRECTORS

## 1. Purposes

The purposes of the 1996 Stock Plan for Non-Employee Directors (the "Plan") of Lee Enterprises, Incorporated (the "Company") are to promote the interests of the Company and its stockholders by (i) encouraging non-employee directors to own shares of the Company's Common Stock and thereby link their interests more closely with the interests of the other stockholders of the Company; (ii) attracting and retaining non-employee directors of outstanding ability; (iii) providing incentive compensation opportunities which are competitive with those of other major corporations; and (iv) enabling such directors to participate in the long term growth and financial success of the Company.

## 2. Definitions

The following definitions shall be applicable throughout the Plan:

"Administrator"- means the Chief Executive Officer of the Company.

"Award"- means a grant of Common Stock under Section 7 of the Plan.

"Board of Directors"- means the board of directors of the Company.

"Cash Compensation"- means annual retainer, fees payable for serving as Chairman of the Board of Directors or of a committee of the Board or for attending any meetings of the Board or any committee thereof, per diem consultation fees or other compensation payable as a non-employee director of the Company.

"Code"- means the Internal Revenue Code of 1986 as amended from time to time.

"Common Stock"- means the common stock of Lee Enterprises, Incorporated, \$2.00 par value.

"Company"- means Lee Enterprises, Incorporated, a Delaware corporation, including any and all subsidiaries.

"Exchange Act"- means the Securities Exchange Act of 1934 as amended from time to time.

"Participant"- means a non-employee director of the Company who has been granted an Award.

## 3. Effective Date and Duration of the Plan

The Plan shall become effective upon approval by the Company's stockholders at the annual meeting of stockholders to be held on February 1, 1996, or any adjournment thereof. The Plan shall terminate at such time as may be determined by the Administrator, and no Awards shall be granted after such termination.

## 4. Administration

(a) Administrator. The Plan shall be administered by the Administrator subject to the restrictions set forth in the Plan. Before any Awards are granted, the Administrator may require Participants to execute any agreements that the Administrator, in his discretion, shall reasonably require.

(b) Powers. Subject to the provisions of the Plan, the Administrator shall have the full power, discretion, and authority to interpret and administer the Plan in a manner which is consistent with the Plan's provisions, but shall have no authority with respect to the selection of directors to receive awards, the number of shares subject to the Plan or each grant thereunder, or the price or timing of Awards to be made except as provided in Section 9. The Administrator shall have no authority to increase materially the benefits under the Stock Plan.

(c) Decisions Binding. All determinations and decisions made by the Administrator according to the provisions of the Plan shall be final, conclusive and binding on all persons, including the Participants, their estates and beneficiaries, and the Company and its stockholders and employees.

## 5. Common Stock Awards; Shares Subject to the Plan

(a) Stock Grant Limit. Awards will be granted to Participants in the Plan in accordance with the provisions of Section 7 below. Subject to Section 8 below, the aggregate number of shares of Common Stock that may be issued under the Plan shall not exceed 50,000 shares. Shares of Common Stock shall be deemed to have been issued under the Plan only to the extent actually issued and delivered pursuant to an Award.

(b) Stock Offered. The Common Stock to be granted constituting an Award may be authorized but unissued Common Stock or Common Stock previously issued and outstanding and reacquired by the Company.

## 6. Eligibility

Awards may be granted only to directors of the Company who, at the time of grant, are not employees of the Company or of any subsidiary of the Company. Awards may not be granted to any person who is an employee of the Company or of

any subsidiary of the Company.

#### 7. Common Stock Awards

(a) Minimum Awards of Common Stock. An Award of 500 shares of Common Stock, as adjusted according to Section 8 below, shall be made automatically to Participants on the first business day of June of each year, beginning on June 3, 1996. A Participant who is elected by the Board of Directors to fill a vacancy or newly created directorship between annual meetings of stockholders shall automatically receive 500 shares of Common Stock, as adjusted according to Section 8 below, on the earlier of the first business day of the fourth month after taking office or the last business day of the year in which he or she took office.

(b) Elective Payment in Common Stock. Participants shall have the right to elect, in writing filed with the Company, to receive all or fifty percent (50%) of their Cash Compensation payable for services rendered by them in shares of Common Stock, commencing with the effective date of the Plan. The number of shares shall be determined by dividing the amount of the Cash Compensation to be paid by the closing price of the Company's Common Stock as reported for New York Stock Exchange-Composite Transactions on the trading day immediately preceding the date of payment and rounding to the nearest whole number. If the Company's Common Stock is not then traded on such exchange, the determination shall be based on the principal market where the Company's Common Stock is actively traded as reported in the Wall Street Journal, Midwest Edition. Elections under this section shall be made at least six months and one day prior to the date on which payment is to be made. A Participant's election shall remain in effect from year to year until changed by the Participant. No change in an election shall be effective prior to at least six months and one day after the date of the change.

(c) Payment for Stock. A Participant shall not be required to make any payment for Common Stock received pursuant to this Plan, except to the extent otherwise required by law.

#### 8. Change in Capital Structure

In the event of any change in the outstanding shares of Common Stock by reason of any stock dividend or split, recapitalization, merger, consolidation, spin-off, combination or exchange of shares or other corporate change, or any distributions to the holders of Common Stock other than cash dividends, the Administrator shall make such substitution or adjustment, if any, as he or she deems to be equitable to accomplish fairly the purposes of the Plan and to preserve the intended benefits of the Plan to the Participants and the Company, as to the number, including the number specified in Section 5(a) above, or kind of shares of Common Stock or other securities issued or reserved for issuance pursuant to the Plan, including the number of outstanding shares of Common Stock.

9. Amendment, Modification and Termination

The Administrator may amend, suspend or terminate the Plan as he or she shall deem advisable but may not amend the Plan without further approval of the stockholders if such approval is required by law, and may not amend the Plan provisions relating to the amount, price, and timing of awards more than once every six months other than to comport with changes in the Code, the Employee Retirement Income Security Act of 1974, or the rules thereunder. Adjustments shall be made in the number and kind of shares subject to the Stock Plan as provided in Section 8 above.

10. Miscellaneous

(a) No Right to an Award. Neither the adoption of the Plan or any action of the Administrator shall be deemed to give a director a right to an Award or any other rights hereunder except as may be evidenced by an Award duly executed on behalf of the Company, and then only to the extent and on the terms and conditions expressly set forth herein. The Plan shall be unfunded. The Company shall not be required to establish any special or separate fund or to make any other segregation of funds or assets to assure the payment of any Award.

(b) No Employment Rights Conferred. Nothing contained in the Plan shall (i) confer upon any director any right with respect to continuation of service or nomination for reelection as a director with the Company or (ii) interfere in any way with the right to remove a director from office at any time for cause as provided in the Company's Restated Certificate of Incorporation.

(c) Other Laws; Withholding. The Company shall not be obligated to issue any shares of Common Stock until there has been compliance with such laws and regulations as the Company may deem applicable. No fractional shares of Common Stock shall be delivered. The Company shall have the right to collect cash from Participants in an amount necessary to satisfy any Federal, state or local withholding tax requirements. A Participant may elect to satisfy tax withholding requirements, in whole or in part, by having the Company withhold shares of Common Stock to satisfy the amount of taxes required to be withheld.

(d) Severability. If any provision of the Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

(e) Additional Compensation. Except as otherwise provided in Section 7(b) above, shares of Common Stock granted under the Plan shall be in addition to any Cash Compensation payable to a Participant as a result of his or her service as a non-employee director of the Company.

(f) Requirements of Law. The granting of Awards under the Plan shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(g) Governing Law. To the extent not preempted by Federal law, the Plan, and all agreements hereunder, shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to conflict of law principles.

(h) Securities Law Compliance. With respect to any Participant subject to Section 16 of the Exchange Act, transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3 or its successors under the Exchange Act, regardless of whether the conditions are expressly set forth in the Plan. To the extent any provision of the Plan or action by the Administrator fails to so comply, it shall be deemed null and void to the extent permitted by law and deemed advisable by the Administrator.

COMBINED PROXY FOR COMMON STOCK AND CLASS B COMMON STOCK

Lloyd G. Schermer and Richard D. Gottlieb, or either of them, each with power of substitution, are authorized to vote all shares of Common Stock and Class B Common Stock which the undersigned is entitled to vote at the annual meeting of stockholders of Lee Enterprises, Incorporated to be held February 1, 1996 and at any adjournment thereof, on the following matters.

Management recommends a vote FOR:

1. ELECTION OF DIRECTORS

- FOR all nominees listed below (except as marked to the contrary below).
- WITHHOLD AUTHORITY to vote for all nominees listed below.

Nominee -----	Term -----
Rance E. Crain	3 years
Richard D. Gottlieb	3 years
Phyllis Sewell	3 years
Richard W. Sonnenfeldt	1 year

2. Approval of the Company's Annual Incentive Bonus Program for Key Executives as described in Proposal 2 in the Proxy Statement;

3. To amend the Company's 1990 Long Term Incentive Plan as described in Proposal 3 in the Proxy Statement;

4. To amend and extend the Company's 1977 Employee Stock Purchase Plan as described in Proposal 4 in the Proxy Statement;

5. To approve the Company's 1996 Stock Plan for Non-Employee Directors; and

6. In their discretion, upon such other matters as may properly come before the meeting.

(Continued and to be signed on reverse side)

THIS PROXY IS SOLICITED BY MANAGEMENT. EVERY PROPERLY SIGNED PROXY WILL BE VOTED AS DIRECTED. UNLESS OTHERWISE DIRECTED, PROXIES WILL BE VOTED FOR ITEMS 1 THROUGH 5, INCLUSIVE, AND IN THE DISCRETION OF MANAGEMENT IN CONNECTION WITH ITEM 6.

DATED: \_\_\_\_\_, 199 . -----  
----- --

Signature

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Signature

(PLEASE sign exactly as your name appears hereon. Executors, administrators, trustees, custodians, etc. should give full title. If shares are registered in joint names, each owner should sign.)