

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

POST-EFFECTIVE AMENDMENT NO. 1  
TO  
FORM S-3  
REGISTRATION STATEMENT

UNDER  
THE SECURITIES ACT OF 1933

LATTICE SEMICONDUCTOR CORPORATION  
(Exact name of Registrant as specified in its charter)

DELAWARE  
(STATE OR OTHER JURISDICTION  
OF INCORPORATION OR  
ORGANIZATION)

93-0835214  
(I.R.S. EMPLOYER  
IDENTIFICATION  
NUMBER)

5555 N.E. MOORE COURT  
HILLSBORO, OREGON 97124-6421  
(503) 681-0118

(ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE, OF  
REGISTRANT'S PRINCIPAL EXECUTIVE OFFICES)

STEPHEN A. SKAGGS  
CHIEF FINANCIAL OFFICER  
LATTICE SEMICONDUCTOR CORPORATION  
5555 N.E. MOORE COURT  
HILLSBORO, OREGON 97124  
(503) 681-0118

(NAME, ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE,  
OF AGENT FOR SERVICE)

COPY TO:  
JOHN A. FORE, ESQ.  
WILSON SONSINI GOODRICH & ROSATI  
PROFESSIONAL CORPORATION  
650 PAGE MILL ROAD  
PALO ALTO, CA 94304  
(650) 493-9300

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC:  
AS SOON AS PRACTICABLE AFTER THE EFFECTIVE DATE OF THIS REGISTRATION STATEMENT.

If the only securities being registered on this Form are being offered  
pursuant to dividend or interest reinvestment plans, check the following box.  
/ /

If any of the securities being registered on this Form are to be offered on  
a delayed or continuous basis pursuant to Rule 415 under the Securities Act of  
1933, other than securities offered only in connection with dividend or interest  
reinvestment plans, check the following box. /X/

If this Form is filed to register additional securities for an offering  
pursuant to Rule 462(b) under the Securities Act, please check the following box  
and list the Securities Act registration statement number of the earlier  
effective registration statement for the same offering. / /

If this Form is a post-effective amendment filed pursuant to Rule 462(c)  
under the Securities Act, check the following box and list the Securities Act  
registration statement number of the earlier effective registration statement  
for the same offering. / /

If delivery of the prospectus is expected to be made pursuant to Rule 434,  
please check the following box. / /

PROSPECTUS

LATTICE SEMICONDUCTOR CORPORATION

150,000 SHARES  
COMMON STOCK

This Prospectus relates to 150,000 shares (the "Shares") of common stock, \$0.01 par value (the "Common Stock") of Lattice Semiconductor Corporation, a Delaware corporation (the "Company"), which are issuable upon exercise of stock purchase warrants ("Warrants") issued or to be issued to certain independent sales representative firms (a "Sales Representative Firm") for the Company's products and employees thereof (a "Sales Representative") pursuant to the Company's Warrant Plan (as hereinafter defined). There are currently outstanding Warrants to purchase 13,000 Shares at an exercise price of \$34.00 per share. Warrants granted pursuant to the Warrant Plan (as hereinafter defined) will be exercisable at a price equal to no less than the fair market value of the Common Stock on the date of grant of the Warrant. See "Description of Warrants."

The Shares may be offered from time to time by a Sales Representative Firm, a Sales Representative or their permitted transferees (the "Selling Stockholders") for their own accounts at prevailing prices in the over-the-counter market on the date of sale. The Selling Stockholders will bear all sales commissions and similar expenses related to the sale of the Shares. The Company will pay all expenses related to the registration of the Shares pursuant to the Registration Statement of which this Prospectus is a part (the "Registration Statement"). None of the Shares offered pursuant to this Prospectus have been registered prior to the filing of the Registration Statement.

Each Selling Stockholder and any broker executing selling orders on behalf of a Selling Stockholder may be deemed to be an "underwriter" within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), in which event commissions received by such broker may be deemed to be underwriting commissions under the Securities Act.

All share and per share amounts have been adjusted to reflect the three-for-two stock split effected in the form of a stock dividend which was paid on July 6, 1993.

The Common Stock of the Company is traded on the Nasdaq National Market and is quoted under the symbol "LSCC." On November 10, 1997, the last reported sale price of the Common Stock as reported by the Nasdaq National Market was \$51 3/4 per share.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this Prospectus is November 12, 1997.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS, IN CONNECTION WITH THE OFFERING DESCRIBED HEREIN, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY OR ANY SELLING STOCKHOLDER. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, NOR SHALL THERE BE ANY SALE OF THESE SECURITIES BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL UNDER ANY CIRCUMSTANCES CREATE AN IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF.

#### AVAILABLE INFORMATION

The Company hereby undertakes to provide without charge to each person to whom a copy of this Prospectus is delivered, upon written or oral request of any such person, a copy of any and all of the information that has been or may be incorporated by reference in this Prospectus, other than exhibits to such documents. Requests for such copies should be directed to the Company's Chief Financial Officer at 5555 N.E. Moore Court, Hillsboro, Oregon 97124-6421. The Company's telephone number at that location is (503) 681-0118.

The Company is subject to the informational reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements and other information with the Securities and Exchange Commission (the "SEC"). Such reports, proxy statements and other information can be inspected and copied at the Public Reference Room of the SEC, Room 1024, 450 Fifth Street, N.W., Judiciary Plaza, Washington, D.C. 20549 and at the SEC's regional offices at Northwestern Atrium Center, 500 West Madison Street, Suite 1400, Chicago, IL 60661 and Seven World Trade Center, 13th Floor, New York, NY 10048; and copies of such material can be obtained from the Public Reference Section of the SEC, Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549, at prescribed rates. The Common Stock is traded on the Nasdaq National Market. The foregoing materials should also be available for inspection at the National Association of Securities Dealers, Inc., 9513 Key West Avenue, Rockville, MD 20850. The SEC maintains a World Wide Web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC. The address of that site is <http://www.sec.gov>.

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This Prospectus contains information concerning Lattice Semiconductor Corporation and the sale of its Common Stock by the Selling Stockholders, but does not contain all the information set forth in the Registration Statement which the Company has filed with the SEC under the Securities Act. The Registration Statement, including various exhibits, may be inspected at the SEC's office in Washington, D.C.

## THE COMPANY

Lattice Semiconductor Corporation was incorporated in Oregon in 1983 and reincorporated in Delaware in 1985. Its principal executive offices are located at 5555 N.E. Moore Court, Hillsboro, Oregon 97124-6421 and its telephone number at that location is (503) 681-0118. The Common Stock of the Company is traded on the Nasdaq National Market and is quoted under the symbol "LSCC."

## DESCRIPTION OF WARRANTS

ALL SHARE AND PER SHARE AMOUNTS HAVE BEEN ADJUSTED TO REFLECT THE THREE-FOR-TWO STOCK SPLIT EFFECTED IN THE FORM OF A STOCK DIVIDEND WHICH WAS PAID ON JULY 6, 1993.

### GENERAL

The Shares offered by this Prospectus are issuable upon the exercise of Warrants issued or issuable pursuant to the Warrant Plan (as hereinafter defined) to Sales Representative Firms and Sales Representatives. The Fiscal 1992 Sales Representative Warrant Plan (the "1992 Warrant Plan") was adopted by the Board of Directors of the Company in May 1991 and 150,000 shares of Common Stock have been reserved for issuance thereunder. From fiscal year 1992 through fiscal year 1997, the Board of Directors granted Warrants to purchase an aggregate of 33,409 shares of the Common Stock, of which Warrants to purchase 697 shares of the Common Stock were forfeited. In May 1996, the Board of Directors subsequently amended and restated the 1992 Warrant Plan (as amended and restated effective May 13, 1996, the "Warrant Plan"). As of the end of the first quarter of fiscal year 1998, Warrants to purchase 32,712 shares of the Common Stock had been exercised. As of the date of this Prospectus, there are outstanding Warrants to purchase an aggregate of 13,000 shares of the Company's Common Stock at an exercise price of \$34.00 per share. These outstanding Warrants expire May 13, 1999 and are fully exercisable. Upon exercise of a Warrant, the exercise price must be paid in cash, certified check or cashier's check or a combination thereof. There are an aggregate of 104,288 Warrant shares available for future grants under the Warrant Plan.

The Warrant Plan permits the Board of Directors or its appointed committee to grant Warrants to Sales Representative Firms and Sales Representatives. The Warrants may have a maximum term of three (3) years and a minimum exercise price equal to the fair market value of the Common Stock on the date of grant of the Warrant. The Warrant Plan will terminate June 30, 1999 unless sooner terminated by the Board of Directors.

### CANCELLATION OF WARRANTS

If a Sales Representative Firm or Sales Representative to which a Warrant was originally issued should for any reason cease to be an authorized Sales Representative Firm or an employee thereof, the Warrant issued to such entity or individual shall immediately be cancelled as to any and all shares subject thereto which remain unexercised at the date of such termination as a Sales Representative or Sales Representative Firm. Such shares shall return to the Warrant Plan and become available for future grant. Nothing in the Warrant or the Warrant Plan shall confer upon any Sales Representative Firm or Sales Representative any right with respect to continuation of a Sales Representative's employment by the Sales Representative Firm, nor shall it interfere in any way with the Company's right to terminate a Sales Representative Firm at any time.

### LIMITED TRANSFERABILITY OF WARRANTS

A Warrant may not be transferred without the prior written consent of the Company except by a Sales Representative Firm to one or more of its employees who are Sales Representatives, or to the spouse or child of such an employee or to a trust for their sole benefit or to the estate of any such deceased employee, subject to compliance with all applicable laws. Warrants may be exercised only by a Sales Representative Firm or a Sales Representative or by their permitted transferees (a "Warrantholder"). In

addition, a Warrant may not be transferred unless the Company receives a legal opinion stating that the transfer is exempt from registration under the Securities Act and relevant state securities laws and a written representation from the proposed transferee containing appropriate statements of investment intent.

CHANGES IN CAPITALIZATION

The exercise price of the Warrants and the number of shares of Common Stock issuable upon exercise of a Warrant will be proportionately adjusted to reflect any stock split, stock dividend or like event affecting the Common Stock.

MERGER, SALE OF ASSETS OR LIQUIDATION

In the event of the proposed dissolution or liquidation of the Company, or the proposed sale of substantially all of the assets of the Company, or the proposed merger of the Company with or into another corporation, the Warrant will terminate effective upon the consummation of such transaction, unless otherwise provided by the Board. The Board may, in its sole discretion, declare that any Warrant shall terminate as of a date fixed by the Board and give each Warrantholder the right to exercise his or her Warrant as to all or any part of the Shares, including Shares as to which the Warrant would not otherwise be exercisable.

USE OF PROCEEDS

The proceeds received by the Company upon exercise of the Warrants from time to time will be used for general working capital purposes.

PRICE RANGE OF COMMON STOCK

The following table sets forth the range of high and low sale prices of the Company's Common Stock for the indicated periods, as reported by the Nasdaq National Market. On November 10, 1997, the last reported sale price of the Common Stock on the Nasdaq National Market was \$51 3/4 per share. As of November 7, 1997, the Company had approximately 325 holders of record of the Common Stock. All prices have been restated to reflect a three-for-two stock split effected in the form of a stock dividend which was paid on July 6, 1993.

	HIGH -----	LOW -----
Fiscal year ended March 30, 1996:		
First Quarter.....	\$37 1/8	\$23
Second Quarter.....	43	28 7/8
Third Quarter.....	42 1/8	27 5/8
Fourth Quarter.....	37 3/8	26 3/8
Fiscal year ended March 29, 1997:		
First Quarter.....	36 1/4	21 5/8
Second Quarter.....	31 1/2	19 3/4
Third Quarter.....	47	27 1/2
Fourth Quarter.....	54 7/8	39 3/4
Fiscal year ending March 28, 1998:		
First Quarter.....	62 5/8	41 1/2
Second Quarter.....	74 1/2	54 7/8
Third Quarter (through November 10, 1997).....	67 1/2	45

DIVIDEND POLICY

To date the Company has not declared or paid cash dividends on its Common Stock. The Board of Directors of the Company presently intends to retain all earnings for use in the Company's business and

therefore does not anticipate declaring or paying any cash dividends on its Common Stock in the foreseeable future.

#### PLAN OF DISTRIBUTION

The Warrants may be issued from time to time by the Board of Directors pursuant to the terms of the Warrant Plan.

The Warrantholders may sell all or a portion of the Shares from time to time in the Nasdaq National Market at prices prevailing in the public market at the times of such sales. The Warrantholders may also make private sales directly or through a broker or brokers, who may act as agent or as principal. In connection with any sales, the Warrantholders and any brokers participating in such sales may be deemed to be underwriters within the meaning of the Securities Act. Any broker-dealer participating in such transactions as agent may receive commissions from the Warrantholders (and from any purchaser of shares in such transaction). Usual and customary brokerage fees will be paid by the Warrantholder.

There can be no assurances that the Warrantholders will sell any or all of the Shares of Common Stock offered hereunder or that the Board of Directors will approve the issuance of any Warrants other than the Warrants outstanding as of the date of this Prospectus.

#### INFORMATION INCORPORATED BY REFERENCE

There are hereby incorporated by reference in this Prospectus the following documents and information heretofore filed with the SEC:

(a) The Company's Annual Report on Form 10-K for the fiscal year ended March 29, 1997, filed pursuant to Section 13(a) or 15(d) of the Exchange Act.

(b) The Company's Quarterly Report on Form 10-Q for the fiscal quarter ended June 28, 1997, filed pursuant to Section 13(a) or 15(d) of the Exchange Act.

(c) The Company's Quarterly Report on Form 10-Q for the fiscal quarter ended September 27, 1997, filed pursuant to Section 13(a) or 15(d) of the Exchange Act.

(d) The description of the Company's Common Stock which is contained in the Company's Registration Statement on Form 8-A filed with the SEC on September 27, 1989, pursuant to Section 12 of the Exchange Act, including any amendment or report filed for the purpose of updating any such description.

(e) The description of the preferred stock purchase rights of the Company contained in the Company's Registration Statement in Form 8-A filed with the SEC on September 13, 1991.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities registered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of filing of such documents.

#### EXPERTS

The consolidated financial statements incorporated in this Prospectus by reference to the Annual Report on Form 10-K of Lattice Semiconductor Corporation for the year ended March 29, 1997 have been so incorporated in reliance on the report of Price Waterhouse LLP, independent accountants, given on the authority of said firm as experts in auditing and accounting.

#### LEGAL MATTERS

The validity of the issuance of the Common Stock offered hereby has been passed upon for the Company by Wilson Sonsini Goodrich & Rosati, Professional Corporation, Palo Alto, California.

PART II  
INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

SEC registration fee.....	\$	0
Fees and expenses of counsel.....		7,500.00
Fees and expenses of accountants.....		1,500.00
Blue sky fees and expenses.....		1,500.00
Miscellaneous.....		300.00
		-----
Total.....	\$	10,800.00
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Except for the SEC registration fee, all of the foregoing expenses have been estimated. All of the above expenses will be paid by the Registrant.

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Registrant's Certificate of Incorporation (the "Certificate") limits, to the maximum extent permitted by Delaware law, the personal liability of directors for monetary damages for their conduct as a director. The Registrant's Bylaws provide that the Registrant shall indemnify its officers and directors and may indemnify its employees and other agents to the fullest extent permitted by law.

Section 145 of the Delaware General Corporation Law ("Delaware Law") provides that a corporation may indemnify a director, officer, employee or agent made a party to an action by reason of the fact that he was a director, officer, employee or agent of the corporation or was serving at the request of the corporation against expenses actually and reasonably incurred by him in connection with such action if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation and with respect to any criminal action, had no reasonable cause to believe his conduct was unlawful.

Delaware Law does not permit a corporation to eliminate a director's duty of care, and the provisions of the Certificate have no effect on the availability of equitable remedies such as injunction or rescission, based upon a director's breach of the duty of care. Insofar as indemnification for liabilities arising under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), may be permitted to foregoing provisions and agreements, the Registrant has been informed that in the opinion of the staff of the SEC such indemnification is against public policy as expressed in the Exchange Act and is therefore unenforceable.

ITEM 16. EXHIBITS.

EXHIBIT NUMBER	DESCRIPTION
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4.1	Fiscal 1992 Sales Representative Warrant Plan (As Amended and Restated Effective May 13, 1996).
4.2	Form of Sales Representative Warrant Agreement.
5.1	Opinion of Wilson Sonsini Goodrich & Rosati, Professional Corporation, counsel to the Registrant.
24.1	Consent of Price Waterhouse LLP, Independent Public Accountants.
24.2	Consent of Wilson Sonsini Goodrich & Rosati, Professional Corporation (included in Exhibit 5.1).
25.1	Power of attorney (see page II-3).

ITEM 17. UNDERTAKINGS.

(a) The Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, as amended (the "Securities Act"), each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's Annual Report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.



SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to Form S-3 Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Hillsboro, State of Oregon, on this 10th day of November, 1997.

LATTICE SEMICONDUCTOR CORPORATION

By: /s/ CYRUS Y. TSUI  
 -----  
 Cyrus Y. Tsui  
 PRESIDENT, CHIEF EXECUTIVE OFFICER AND  
 CHAIRMAN OF THE BOARD

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Cyrus Y. Tsui and Stephen A. Skaggs, and each of them acting individually, as his or her attorney-in-fact, each with full power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Post-Effective Amendment No. 1 to Form S-3 Registration Statement, and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorneys-in-fact, or any substitute, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Post-Effective Amendment No. 1 to Form S-3 Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

SIGNATURE	TITLE	DATE
/s/ CYRUS Y. TSUI ----- Cyrus Y. Tsui	President, Chief Executive Officer (Principal Executive Officer) and Chairman of the Board of Directors	November 10, 1997
/s/ STEPHEN A. SKAGGS ----- Stephen A. Skaggs	Senior Vice President, Chief Financial Officer (Principal Financial Officer) and Secretary	November 10, 1997
/s/ MARK O. HATFIELD ----- Mark O. Hatfield	Director	November 10, 1997
/s/ DANIEL S. HAUER ----- Daniel S. Hauer	Director	November 10, 1997
/s/ HARRY A. MERLO ----- Harry A. Merlo	Director	November 10, 1997
/s/ LARRY W. SONSINI ----- Larry W. Sonsini	Director	November 10, 1997
/s/ DOUGLAS C. STRAIN ----- Douglas C. Strain	Director	November 10, 1997

LATTICE SEMICONDUCTOR CORPORATION  
POST-EFFECTIVE AMENDMENT NO. 1 TO FORM S-3 REGISTRATION STATEMENT

INDEX TO EXHIBITS

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25.1	Power of attorney (see page II-3).	

LATTICE SEMICONDUCTOR CORPORATION  
FISCAL 1992 SALES REPRESENTATIVE WARRANT PLAN  
(AS AMENDED AND RESTATED EFFECTIVE MAY 13, 1996)

1. PURPOSES OF THE PLAN. The purposes of this Fiscal 1992 Sales Representative Warrant Plan (As Amended and Restated Effective May 13, 1996) are to provide Sales Representatives of the Company with a differentiating incentive to sell the Company's products, to give them a long-term stake in the future of the Company and to provide additional incentive to promote the success of the Company's business in general.

2. DEFINITIONS. As used herein, the following definitions shall apply:

(a) "AUTHORIZED SALES REPRESENTATIVE FIRM" shall mean a currently authorized manufacturer's representative firm, as designated by the Company in its sole discretion. The Company may at any time withdraw such authorization for any reason or no reason.

(b) "BOARD" shall mean the Board of Directors of the Company and (other than for purposes of paragraph (a) of Section 4 of the Plan) the Committee, if one has been appointed.

(c) "COMMON STOCK" shall mean the Common Stock, \$.01 par value, of the Company.

(d) "COMPANY" shall mean Lattice Semiconductor Corporation, a Delaware corporation.

(e) "COMMITTEE" shall mean the Committee appointed by the Board in accordance with paragraph (a) of Section 4 of the Plan, if one is appointed.

(f) "PLAN" shall mean this Fiscal 1992 Sales Representative Warrant Plan (As Amended and Restated Effective May 13, 1996).

(g) "SALES REPRESENTATIVE" shall mean any person who is employed by an Authorized Sales Representative Firm to perform services which include the sale of the Company's products.

(h) "SHARE" shall mean a share of the Common Stock, as adjusted in accordance with Section 11 of the Plan.

(i) "UNDERLYING STOCK" shall mean the Common Stock subject to a Warrant.

(j) "WARRANT" shall mean a warrant to purchase Common Stock granted pursuant to the Plan.

(k) "WARRANTHOLDER" shall mean an Authorized Sales Representative Firm or a Sales Representative who holds a Warrant.

3. STOCK SUBJECT TO THE PLAN. Subject to the provisions of Section 11 of the Plan, the maximum aggregate number of shares which may be granted subject to Warrants and sold under the Plan is 150,000 shares of Common Stock. The Shares may be authorized but unissued or reacquired Common Stock.

If a Warrant should expire or become unexercisable for any reason without having been exercised in full, the unpurchased shares which were subject thereto shall, unless the Plan shall have been terminated, become available for other Warrants under the Plan.

4. ADMINISTRATION OF THE PLAN.

(a) PROCEDURE. The Plan shall be administered by the Board of Directors.

The Board of Directors may appoint a Committee consisting of (1) not less than two members of the Board of Directors or (2) one or more officers of the Company, to administer the Plan on behalf of the Board, subject to such terms and conditions as the Board of Directors may prescribe. Once appointed, the Committee shall continue to serve until otherwise directed by the Board of Directors. From time to time the Board of Directors may increase the size of the Committee and appoint additional members thereof, remove members (with or without cause), and appoint new members in substitution therefor, fill vacancies however caused, or remove all members of the Committee and thereafter directly administer the Plan.

(b) POWERS OF THE BOARD. Subject to the provisions of the Plan, the Board shall have the authority, in its discretion: (i) to determine, upon review of relevant information and in accordance with paragraph (b) of Section 8 of the Plan, the fair market value of the Common Stock; (ii) to determine the exercise price per Share of Warrants to be granted, which exercise price shall in no event be less than the fair market value per Share of Common Stock on the date of grant of the Warrant, (iii) to determine the Authorized Sales Representative Firms and Sales Representatives to which, and the time or times at which, Warrants shall be granted and the number of shares to be represented by each Warrant; (iv) to interpret the Plan; (v) to prescribe, amend and rescind rules and regulations relating to the Plan; (vi) to determine the terms and provisions of each Warrant granted (which need not be identical) and, with the consent of the holder thereof, modify or amend each Warrant; (vii) to accelerate the exercise date of any Warrant; (viii) to authorize any person to execute on behalf of the Company any instrument required to effectuate the grant of a Warrant previously granted by the Board; (ix) in the event of a merger or other acquisition whereby all of the Company's capital stock is acquired for cash, to substitute cash for stock upon exercise of the Warrant in an amount equal to the amount per share received by the Company for each share of its Common Stock in the merger or acquisition times the number of shares of Common

Stock for which the Warrant is exercised less the Warrant exercise price; and (x) to make all other determinations deemed necessary or advisable for the administration of the Plan.

(c) EFFECT OF BOARD'S DECISION. All decisions, determinations and interpretations of the Board shall be final and binding on all Warrantholders and any other holders of any Warrants.

5. ELIGIBILITY. Warrants may be granted only to Authorized Sales Representative Firms and Sales Representatives. An Authorized Sales Representative Firm or Sales Representative which has been granted a Warrant may, if otherwise eligible, be granted an additional Warrant or Warrants.

The Plan shall not confer upon any Warrantholder any right with respect to continuation of a Sales Representative's employment by the Authorized Sales Representative Firm, nor shall it interfere in any way with the Company's right to terminate an Authorized Sales Representative Firm as such at any time.

6. TERM OF PLAN. The Plan shall become effective upon its adoption by the Board of Directors. It shall continue in effect until June 30, 1999 unless sooner terminated under Section 13 of the Plan.

7. TERM OF WARRANT. The term of each Warrant shall be the lesser of (a) the balance of the term of this Plan and (b) three (3) years from the date of grant thereof, or such shorter term as may be provided in the warrant agreement.

8. EXERCISE PRICE AND CONSIDERATION.

(a) EXERCISE PRICE. The per Share exercise price for the Shares to be issued pursuant to a Warrant shall be such price as is determined by the Board, but shall in no event be less than the fair market value per Share on the date of grant of the Warrant.

(b) DETERMINATION OF FAIR MARKET VALUE. The fair market value shall be determined by the Board in its discretion; provided, however, that where there is a public market for the Common Stock, the fair market value per Share shall be the mean of the reported bid and asked prices for the Common Stock as of the date of grant, or, in the event the Common Stock is listed on a stock exchange or on the Nasdaq National Market, the fair market value per Share shall be the closing price on the exchange as of the date of grant of the Warrant.

(c) FORM OF CONSIDERATION. The consideration to be paid for the Shares to be issued upon exercise of a Warrant shall consist of cash or a certified or cashier's check (or any combination thereof).

9. EXERCISE OF WARRANT.

(a) EXERCISABILITY; PROCEDURE FOR EXERCISE; RIGHTS AS A SHAREHOLDER.

Any Warrant granted hereunder shall be exercisable at such times and under such conditions as determined by the Board, including performance criteria with respect to the Company and/or the Warrantholder, and as shall be permissible under the terms of the Plan.

A Warrant may not be exercised for a fraction of a Share.

A Warrant shall be deemed to be exercised when written notice of such exercise has been given to the Company in accordance with the terms of the Warrant by the person entitled to exercise the Warrant and full payment for the Shares with respect to which the Warrant is exercised has been received by the Company. Until the issuance (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company) of the stock certificate evidencing such Shares, no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to the Underlying Stock, notwithstanding the exercise of the Warrant. No adjustment will be made for a dividend or other right for which the record date is prior to the date the stock certificate is issued, except as provided in Section 11 of the Plan.

Exercise of a Warrant in any manner shall result in a decrease in the number of Shares which thereafter may be available, both for purposes of the Plan and for sale under the Warrant, by the number of Shares as to which the Warrant is exercised.

(b) TERMINATION OF STATUS AS A SALES REPRESENTATIVE. If a

Warrantholder ceases to serve as an Authorized Sales Representative Firm or a Sales Representative, as the case may be, for any reason or no reason, either due to the death or disability of the Warrantholder, termination of a firm which is a Warrantholder as an Authorized Sales Representative Firm or termination of the individual Warrantholder's employment with an Authorized Sales Representative Firm, the right to exercise Warrant shall terminate.

10. TRANSFERABILITY OF WARRANTS. A Warrant may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner without the prior written consent of the Company. Warrants may be exercised only by Warrantholders.

11. ADJUSTMENTS UPON CHANGES IN CAPITALIZATION OR MERGER. Subject to any required action by the shareholders of the Company, the number of shares of Common Stock covered by each outstanding Warrant, and the number of shares of Common Stock which have been authorized for issuance under the Plan but as to which no Warrants have yet been granted or which have been returned to the Plan upon cancellation of a Warrant (collectively, the "Reserves"), as well as the price per share of Common Stock covered by each such outstanding Warrant, shall be proportionately adjusted for any increase or decrease in the number of issued shares of Common Stock resulting from a stock split or the payment of a stock dividend (but only on the Common Stock) or any other increase or decrease in the number of such shares of Common Stock effected without receipt of consideration by the Company; provided, however, that conversion of any convertible securities of the Company shall not be deemed to

have been "effected without receipt of consideration". Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issue by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of Common Stock subject to a Warrant or the Reserves.

In the event of the proposed dissolution or liquidation of the Company, or the proposed sale of substantially all of the assets of the Company, or the proposed merger of the Company with or into another corporation, the Warrant will terminate effective upon the consummation of such transaction, unless otherwise provided by the Board. The Board may, in the exercise of its sole discretion in such instances, declare that any Warrant shall terminate as of a date fixed by the Board and give each Warrantholder the right to exercise his Warrant as to all or any part of the Shares, including Shares as to which the Warrant would not otherwise be exercisable.

12. TIME OF GRANTING WARRANTS. The date of grant of a Warrant shall, for all purposes, be the date on which the Board makes the determination granting such Warrant. Notice of the determination shall be given to each Authorized Sales Representative Firm or Sales Representative, as the case may be, to which a Warrant is so granted within a reasonable time after the date of such grant.

13. AMENDMENT AND TERMINATION. The Board may amend or terminate the Plan from time to time in such respects as the Board may deem advisable; provided that any such amendment or termination of the Plan which would have an adverse effect on any Warrants already granted shall not affect such Warrants and such Warrants shall remain in full force and effect as if this Plan had not been amended or terminated, unless such amendment or termination is consented to by the holders of any such Warrant which would be so affected thereby.

14. CONDITIONS UPON TRANSFER OF WARRANTS AND ISSUANCE OF SHARES. Warrants shall not be issued upon transfer, nor shall Shares be issued upon exercise of a Warrant unless such transfer or exercise and the issuance and delivery of such Warrant or Shares pursuant thereto shall comply with all relevant provisions of law, including, without limitation, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the rules and regulations promulgated thereunder, and the requirements of any automated quotation system or stock exchange upon which the Shares may then be listed, and shall be further subject to the approval of counsel for the Company with respect to such compliance.

As a condition to the transfer or exercise of a Warrant, the Company may require the transferee or the person exercising such Warrant to represent and warrant at the time of any such transfer or exercise that the Warrant or Shares are being acquired only for investment and without any present intention to sell or distribute the same if, in the opinion of counsel for the Company, such a representation is required by any of the aforementioned relevant provisions of law.

15. RESERVATION OF SHARES. The Company, during the term of this Plan, will at all times reserve and keep available such number of Shares as shall be sufficient to satisfy the requirements of the Plan.

The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Warrants or Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Warrants or Shares as to which such requisite authority shall not have been obtained.

16. WARRANT AGREEMENT. Warrants shall be evidenced by written warrant agreements in such form as the Board shall approve.



## FORM OF WARRANT

THE SECURITIES REPRESENTED BY THIS WARRANT AND THE COMMON STOCK ISSUABLE UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. SUCH SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO IT STATING THAT SUCH SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT. TRANSFER OF THIS WARRANT AND THE COMMON STOCK ISSUABLE UPON EXERCISE THEREOF IS ALSO SUBJECT TO CONTRACTUAL RESTRICTIONS AS DESCRIBED HEREIN.

## LATTICE SEMICONDUCTOR CORPORATION

## SALES REPRESENTATIVE WARRANT AGREEMENT

Lattice Semiconductor Corporation, a Delaware corporation (the "Company"), hereby grants to \_\_\_\_\_ (the "Warrantholder") a Warrant to purchase a total of \_\_\_\_\_ shares of Common Stock, \$.01 par value, of the Company, at the price set forth herein, and in all respects subject to the terms, definitions and provisions of the Fiscal 1992 Sales Representative Warrant Plan (As Amended and Restated Effective May 13, 1996) (the "Plan") adopted by the Company, which is incorporated herein by reference.

1. NATURE OF THE WARRANT. This Warrant is intended to be a non-statutory option and NOT an incentive stock option within the meaning of Section 422A of the Internal Revenue Code of 1986, as amended. The Warrantholder is not an employee of the Company.

2. EXERCISE PRICE. The exercise price is \$\_\_\_\_\_ for each share of Common Stock, which price is not less than the fair market value per share of Common Stock, as determined by the Board, on the date of grant set forth below.

3. EXERCISE OF WARRANT. The Warrant shall be exercisable in accordance with the provisions of Section 9 of the Plan as follows:

(a) RIGHT TO EXERCISE.

(i) Subject to compliance with the other provisions hereof, this Warrant shall be exercisable in part or in full at any time during its term.

(ii) This Warrant may not be exercised for a fraction of a share.

(iii) In the event of Warrantholder's termination as an Authorized Sales Representative Firm or as a Sales Representative, as the case may be, for any reason, the Warrant shall terminate immediately.

(iv) This Warrant may be exercised only by the Warrantholder or, in the event of a transfer of this Warrant in compliance with the terms hereof, by such Warrantholder's permitted transferee.

(b) METHOD OF EXERCISE. This Warrant shall be exercisable by written notice which shall state the election to exercise the Warrant, the number of shares in respect of which this Warrant is being exercised, and such other representations and agreements as to the holder's investment intent with respect to such shares of Common Stock as may be required by the Company. Such written notice shall be signed by the Warrantholder and shall be delivered in person or by certified mail to the Company. The written notice shall be accompanied by payment of the purchase price. The certificate or certificates for shares of Common Stock as to which this Warrant shall be exercised shall be registered in the name of the Warrantholder.

(c) RESTRICTIONS ON EXERCISE. This Warrant may not be exercised if the issuance of any shares upon such exercise would constitute a violation of any applicable federal or state securities laws or any other laws or regulations. As a condition to the exercise of this Warrant, the Company may require the Warrantholder to make such representations and warranties to the Company as may be required by any applicable law or regulation at the time of exercise of this Warrant.

(d) METHOD OF PAYMENT. Payment of the aggregate exercise price shall be by any of the following, or a combination thereof, at the election of the Warrantholder:

(i) cash; or

(ii) cashier's or certified check.

4. TRANSFERABILITY OF WARRANT. This warrant may not be transferred other than with the prior written consent of the Company and subject to compliance with all applicable laws. Transfer of this Warrant will not under any circumstances be permitted unless the Company first receives and approves both of the following:

(a) An attorney's written opinion that the transfer is exempt from registration under the Securities Act of 1933, as amended (the "Securities Act") and under the securities law of the state of residence of the proposed transferee. This opinion must (i) set forth the facts upon which it is based,

(ii) be from a law firm experienced in securities law matters and satisfactory to the Company and its counsel, and (iii) be in form and substance satisfactory to the Company and its counsel.

(b) A letter from the proposed transferee addressed to the Company stating that (i) he is acquiring the Warrant for investment; (ii) he will not offer, sell or otherwise dispose of the Warrant or any stock issued upon exercise of the Warrant, except under circumstances that will not violate federal or state securities laws; (iii) he agrees to be bound by the terms of this warrant agreement as if he were a party thereto (as the Warrantholder), and (iv) he understands that the Warrant is restricted from transfer under the terms of the Warrant and will bear a legend noting the restriction. The transferee will also have to include any additional representations relied on by his attorney's opinion.

The terms of this Warrant shall be binding upon the executors, administrators, heirs, successors and assigns of the Warrantholder.

5. TERM OF WARRANT. This Warrant may not be exercised more than three (3) years from the date of grant of this Warrant, and may be exercised during such term only in accordance with the Plan and the terms of this Warrant.

#### 6. WARRANTHOLDER INVESTMENT REPRESENTATIONS.

In connection with the grant of this Warrant and any exercise thereof, the Warrantholder represents to the Company the following:

(a) He is acquiring this Warrant for his own account for investment purposes only and not with a view to, or for the resale in connection with, any "distribution" thereof for purposes of the Securities Act.

(b) He understands that this Warrant and the Common Stock issuable upon the exercise thereof (collectively, the "Securities") have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of his investment intent as expressed herein.

(c) He further understands that the Securities must be held indefinitely unless subsequently registered under the Securities Act or unless an exemption from registration is otherwise available. Moreover, except as set forth in Section 8 hereof, he understands that the Company is under no obligation to register the Securities. In addition, he understands that the certificate evidencing the Common Stock issued upon exercise of the Warrant will be imprinted with a legend in substantially the form set forth in paragraph (c) of Section 8 hereof.

(d) He is aware of the provisions of Rule 144, promulgated under the Securities Act, as currently in effect, which, in substance, permits limited public resale of "restricted securities" acquired, directly or indirectly, from the issuer thereof (or from an affiliate of such issuer), in a non-public offering subject to the satisfaction of certain conditions, including, among other things: (i) the resale occurring not less than one year after the party has purchased and paid for the securities to be sold; (ii) the

availability of certain public information about the Company; (iii) the sale being made through a broker in an unsolicited "broker's transaction" or in transactions directly with a market maker (as said term is defined under the Securities Exchange Act of 1934); and (iv) the amount of securities being sold during any three month period not exceeding the specified limitations stated therein.

(e) He further understands that in the event all of the applicable requirements of Rule 144, as in effect at the time of sale, are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rule 144 is not exclusive, the Staff of the Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk.

7. **DISCLAIMER.** This warrant agreement is NOT a sales representative contract and nothing herein shall be construed to create any obligation on the part of the Company to continue the Warrantholder as an Authorized Sales Representative Firm or as a Sales Representative, as the case may be.

8. **TRANSFERABILITY OF COMMON STOCK.** The Warrantholder and his permitted transferees shall be subject to the following restrictions on transferability of the Common Stock issued or issuable upon exercise thereof:

(a) **CERTAIN DEFINITIONS.** As used in this Section 8, the following terms shall have the following respective meanings:

(i) the terms "REGISTER," "REGISTERED" and "REGISTRATION" refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such registration statement.

(ii) "RESTRICTED SECURITIES" shall mean the securities of the Company required to bear the legend set forth in paragraph (c) of this Section 8.

(iii) "SECURITIES ACT" shall mean the Securities Act of 1933, as amended, or any similar federal statute and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

(b) **RESTRICTIONS ON TRANSFERABILITY.** The Restricted Securities shall not be sold, assigned, transferred or pledged except upon the conditions specified in this Section 8, which conditions are intended to ensure compliance with the provisions of the Securities Act. Except for transfers pursuant to an effective registration statement or transactions in compliance with Rule 144, the Warrantholder (or permitted transferee of this Warrant, as the case may be) will cause any proposed purchaser, assignee, transferee, or pledgee of any such securities held by the Warrantholder to agree to take and hold such securities subject to the provisions and upon the conditions specified in this warrant agreement.

(c) RESTRICTIVE LEGEND. Each certificate representing shares of Common Stock issued or issuable pursuant to this Warrant and any other securities issued in respect thereof upon any stock split, stock dividend, recapitalization, merger, consolidation or similar event, shall (unless otherwise permitted by the provisions of paragraph (d) of this Section 8) be stamped or otherwise imprinted with a legend in substantially the following form (in addition to any legend required under applicable state securities laws):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. SUCH SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO IT STATING THAT SUCH SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT. COPIES OF THE AGREEMENT COVERING THE PURCHASE OF THESE SECURITIES AND RESTRICTING THEIR TRANSFER MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF THE CORPORATION AT THE PRINCIPAL EXECUTIVE OFFICES OF THE CORPORATION.

Each Warrantholder and permitted transferee (by his acceptance of such securities) consents to the Company making a notation on his records and giving instructions to any transfer agent of the Common Stock in order to implement the restrictions on transfer established in this Agreement.

(d) NOTICE OF PROPOSED TRANSFERS. Prior to any proposed sale, assignment, transfer or pledge of any Restricted Securities, unless there is in effect a registration statement under the Securities Act covering the proposed transfer, the holder thereof shall give written notice to the Company of such holder's intention to effect such transfer, sale, assignment or pledge. Each such notice shall describe the manner and circumstances of the proposed transfer, sale, assignment or pledge in sufficient detail, and shall be accompanied, at such holder's expense (i) by either (A) an unqualified written opinion of legal counsel who shall be, and whose legal opinion shall be, reasonably satisfactory to the Company addressed to the Company, to the effect that the proposed transfer of the Restricted Securities may be effected without registration under the Securities Act, or (B) a "no action" letter from the Commission to the effect that the transfer of such securities without registration will not result in a recommendation by the staff of the Commission that action be taken with respect thereto, and (ii) except in transactions in compliance with Rule 144, a letter from the proposed transferee agreeing to be subject to the representations, conditions and restrictions set forth in this warrant agreement, whereupon the holder of such Restricted Securities shall be entitled to transfer such Restricted Securities in accordance with the terms of the notice delivered by the holder to the Company. Each certificate evidencing the Restricted Securities transferred as above provided shall bear, except if such transfer is made in compliance with Rule 144, the appropriate restrictive legend set forth in paragraph (c) of this Section 8, except that such certificate shall not bear such restrictive legend if in the opinion of counsel for such holder and the

Company such legend is not required in order to establish compliance with any provision of the Securities Act.

(e) REGISTRATION. Each Warrantholder acknowledges and agrees that it shall have no right to cause the Company to register this Warrant or the Restricted Securities or to register, qualify or obtain permits for the distribution of the Warrant or the Restricted Securities pursuant to any applicable blue sky laws in connection with any distribution thereof. Notwithstanding the foregoing, the Company may, in its sole discretion, agree to register the Warrants or the Restricted Securities and to make or obtain applicable registrations, qualifications and permits under applicable blue sky laws in connection with the distribution thereof.

DATE OF GRANT: -----

LATTICE SEMICONDUCTOR CORPORATION

By: -----

Title: -----

Warrantholder acknowledges receipt of a copy of the Plan, a copy of which is attached hereto, and represents that he is familiar with the terms and provisions thereof, and hereby accepts this Warrant subject to all of the terms and provisions thereof. Warrantholder hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board of Directors or the Committee upon any questions arising under the Plan.

DATED: -----

-----  
Print name of Warrantholder

Check One:  
/ / Authorized Sales  
    Representative Firm  
  
/ / Sales Representative

-----  
Signature of Warrantholder

-----  
Title of Signatory (if applicable)

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FOR COMPANY USE ONLY

RECORD OF EXERCISES

Date of Exercise	Number of Shares Exercised	Total Purchase Price	Request to Transfer Agent Sent	Initials
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EXHIBIT A

FORM OF EXERCISE

(To be signed only upon exercise of Warrant)

TO: LATTICE SEMICONDUCTOR CORPORATION

The undersigned holder of the attached Warrant hereby irrevocably elects to exercise the right to purchase \_\_\_\_\_ shares of Common Stock of LATTICE SEMICONDUCTOR CORPORATION and herewith makes payment of \$\_\_\_\_\_ for those shares, and requests that the certificate for those shares be issued in the name of the undersigned and delivered to the address below the signature of the undersigned.

Dated: \_\_\_\_\_ 199\_

(Signature must conform in all respects to name of holder as specified on the face of the attached Warrant.)

-----  
Signature

-----  
Address

-----  
Taxpayer Identification Number

November 12, 1997

Lattice Semiconductor Corporation  
5555 N.E. Moore Court  
Hillsboro, Oregon 97124-6421

RE: POST-EFFECTIVE AMENDMENT NO. 1 TO FORM S-3 REGISTRATION STATEMENT  
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Ladies and Gentlemen:

We have examined the Post-Effective Amendment No. 1 to Form S-3 Registration Statement to be filed by you with the Securities and Exchange Commission on or about November 12, 1997, in connection with the registration under the Securities Act of 1933, as amended (the "Act"), as amended, of 150,000 shares (the "Shares") of your Common Stock reserved for issuance under your Fiscal 1992 Sales Representative Warrant Plan (As Amended and Restated Effective May 13, 1996) (the "Warrant Plan").

As your legal counsel, we have examined the proceedings taken and are familiar with the proceedings proposed to be taken by you in connection with the sale and issuance of the Shares. It is our opinion that, upon completion of the actions being taken in order to permit such transactions to be carried out in accordance with the securities laws of the various states where required, the Shares will be legally and validly issued, fully paid and nonassessable.

We consent to the use of this opinion as an exhibit to said Post-Effective Amendment No. 1 to Form S-3 Registration Statement and further consent to the use of our name wherever appearing in said Post-Effective Amendment No. 1 to Form S-3 Registration Statement and any amendments thereto.

Very truly yours,

WILSON SONSINI GOODRICH & ROSATI  
Professional Corporation

/s/ WILSON SONSINI GOODRICH & ROSATI, P.C.

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in the Prospectus constituting part of this Post-Effective Amendment No. 1 to the Registration Statement on Form S-3 of our report dated April 16, 1997, which appears on page 28 of the 1997 Annual Report to Shareholders of Lattice Semiconductor Corporation, which is incorporated by reference in the Lattice Semiconductor Corporation Annual Report on Form 10-K for the year ended March 29, 1997. We also consent to the incorporation by reference of our report on the Financial Statement Schedule which appears on page S-1 of such Annual Report on Form 10-K. We also consent to the reference to us under the heading "Experts" in such Prospectus.

/s/ PRICE WATERHOUSE LLP

PRICE WATERHOUSE LLP

Portland, Oregon  
November 12, 1997