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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) November 4, 2016 (November 3, 2016)

Lattice Semiconductor Corporation
(Exact Name of Registrant as Specified in Charter)

Delaware	**000-18032**	**93-0835214**
(State or other jurisdiction of incorporation)	**(Commission File No.)**	**(I.R.S. Employer Identification No.)**

111 SW Fifth Ave, Ste 700
Portland, Oregon 97204
(Address of principal executive offices) (Zip Code)

(503) 268-8000
Registrant's telephone number, including area code

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

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

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

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

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

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Lattice Semiconductor Corporation, a Delaware corporation ("Lattice," the "Company" or "we"), previously announced a proposed merger (the "Merger") pursuant to an Agreement and Plan of Merger (the "Merger Agreement"), by and among the Company, Canyon Bridge Acquisition Company, Inc., a Delaware corporation ("Parent"), and Canyon Bridge Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of Parent ("Merger Sub"), providing for the merger of Merger Sub with and into the Company (the "Merger"), with the Company surviving the Merger as a wholly owned subsidiary of Parent. In connection therewith, the Company entered into certain agreements as described below.

Letter Agreement with Darin G. Billerbeck

On November 3, 2016, the Company and Parent entered into a letter agreement with Darin G. Billerbeck, President and Chief Executive Officer of the Company, pursuant to which, effective as of the Closing Date:

- Mr. Billerbeck agreed to waive his right to terminate his employment for good reason under his employment agreement as a result of, or in connection with, a diminution or adverse change to his duties, authority, title or responsibilities in connection with the Merger, including his right to receive severance payments and benefits pursuant to his employment agreement as a result thereof;
- The definition of "good reason" under Mr. Billerbeck's employment agreement was amended to provide that in the event that, after the Closing Date, Mr. Billerbeck ceases to be the principal executive officer of the Company without Mr. Billerbeck's express written consent, such event will constitute good reason;
- The amount of severance pay to which Mr. Billerbeck is entitled upon a termination of employment either by the Company without cause or by Mr. Billerbeck for good reason after the Closing Date (for purposes of this section, the "Cash Severance" as defined therein) was amended to clarify that such amount will be equal to the greater of (i) $2,000,000 or (ii) two times the sum of his then annual base salary and target bonus amount (with no proration), plus the amount of his monthly COBRA premiums until the earlier of twelve months after the termination date or the date he commences receiving substantially equivalent coverage in connection with new employment;
- If Mr. Billerbeck remains continuously employed by the Company through the second anniversary of the Closing Date, the Company will pay Mr. Billerbeck an amount equal to the Cash Severance (as described above), in a single lump sum on the 30th day following such date, subject to his execution of an effective and irrevocable release of claims;
- The definition of "compensatory equity" under Mr. Billerbeck's employment agreement was amended to refer to his outstanding equity awards as of November 3, 2016, together with rights to receive cash in accordance with the Merger Agreement with respect to such awards (collectively, the "Compensatory Company Equity");
- Notwithstanding any provision in the Merger Agreement to the contrary, any outstanding and unvested stock options held by Mr. Billerbeck immediately prior to the Closing Date (after taking into account any vesting related to the satisfaction of any corporate performance goals) will not accelerate and become fully vested at or prior to the effective time of the Merger, but instead will be treated as unvested in-the-money stock options pursuant to the terms of the Merger Agreement. If, prior to the second anniversary of the Closing Date, Mr. Billerbeck's employment is terminated either by the Company without cause or by Mr. Billerbeck for good reason, then his then unvested in-the-money stock options will become fully vested effective as of the date of such termination, subject to Mr. Billerbeck's satisfaction of the conditions to such acceleration of Compensatory Company Equity pursuant to his employment agreement, including his execution of an effective and irrevocable release of claims; and
- Mr. Billerbeck will be eligible to receive grants of equity pursuant to an equity plan with respect to the successor entity to the Company as a result of the Merger on such terms to be approved by Parent, in consultation with Mr. Billerbeck.

Mr. Billerbeck's letter agreement will be null, void and have no force and effect if the Merger Agreement is terminated and the Merger does not occur.

The above summary of the terms of the amendment to Mr. Billerbeck's employment agreement is qualified in its entirety by reference to the amendment to Mr. Billerbeck's employment agreement, which is attached to this Report as Exhibit 10.1 and incorporated in this Item 5.02 by reference.

Employment Agreement and Letter Agreement with Max Downing

On November 3, 2016, the Company entered into an employment agreement with Max Downing, to be effective as of the Closing Date (as defined in the Merger Agreement), pursuant to which he will serve as the Corporate Vice President, Chief Financial Officer of the Company.

Mr. Downing's employment agreement provides for a term of commencing on the Closing Date and ending on the second anniversary thereof, and provides for an annual base salary of $275,000, subject to review and adjustment by the Compensation Committee of the Company's board of directors (the "Committee") at least annually. In addition to his annual base salary, commencing with the Company's 2017 fiscal year, Mr. Downing will be eligible for an annual incentive bonus at an initial target percentage amount of 50% of his base salary (the "Target Bonus") and a maximum percentage amount of annual incentive bonus of 200% of the Target Bonus. The actual amount of Mr. Downing's annual incentive bonus will be based upon the achievement of specific milestones to be mutually agreed upon by Mr. Downing and the Committee no later than 60 days after the start of each fiscal year.

If Mr. Downing's employment is terminated either by the Company without cause or by Mr. Downing for good reason, in either case, prior to the second anniversary of the Closing Date, then Mr. Downing will immediately fully vest in all of his Compensatory Company Equity (as defined above). Additionally, the Company will pay Mr. Downing (i) an amount equal to the sum of his then annual base salary and Target Bonus (with no pro ration), plus (ii) the amount of his monthly COBRA premiums until the earlier of twelve months after the termination date or the date he commences receiving substantially equivalent coverage in connection with new employment.

Mr. Downing's receipt of the severance payments and benefits pursuant to his employment agreement is subject to Mr. Downing entering into (and not subsequently revoking) a separation agreement and release of claims, and agreeing to certain non-solicitation and non-disparagement provisions that would be in effect for 12 months following his termination date.

If the severance payments and benefits payable to Mr. Downing constitute "parachute payments" and would be subject to the applicable excise tax under Section 280G of the Internal Revenue Code, then Mr. Downing's severance and other benefits shall be either (i) delivered in full, or (ii) delivered to such lesser extent which would result in no portion of such benefits being subject to the excise tax, whichever results in the receipt by Mr. Downing on an after-tax basis of the greatest amount of benefits.

Also on November 3, 2016, the Company and Parent entered into a letter agreement with Max Downing, pursuant to which, effective as of the Closing Date, Mr. Downing agreed to waive his right to terminate his employment for good reason as a result of, or in connection with, a diminution or adverse change to his duties, authority, title or responsibilities in connection with the Merger, including his right to receive severance payments and benefits pursuant to his employment agreement as a result thereof.

Mr. Downing's letter agreement will be null, void and have no force and effect if the Merger Agreement is terminated and the Merger does not occur.

The above summary of the terms of Mr. Downing's employment agreement and letter agreement is qualified in its entirety by reference to Mr. Downing's employment agreement and letter agreement, which are attached to this Report as Exhibits 10.2 and 10.3 and are incorporated in this Item 5.02 by reference.

Letter Agreement with Glen Hawk

On November 3, 2016, the Company and Parent entered into a letter agreement with Glen Hawk, Corporate Vice President and Chief Operating Officer of the Company, pursuant to which, effective as of the Closing Date:

- Mr. Hawk agreed to waive his right to terminate his employment for good reason under his employment agreement as a result of, or in connection with, a diminution or adverse change to his duties, authority, title or responsibilities in connection with the Merger, including his right to receive severance payments and benefits pursuant to his employment agreement as a result thereof;
- The definition of "good reason" under Mr. Hawk's employment agreement was amended to provide that in the event that, after the Closing Date, Mr. Hawk ceases to report to the principal executive officer of the Company without Mr. Hawk's express written consent, such event will constitute good reason.
- The amount of severance pay to which Mr. Hawk is entitled upon a termination of employment either by the Company without cause or by Mr. Hawk for good reason after the Closing Date (for purposes of this section, the "Cash Severance" as defined therein) was amended to clarify that such amount will be equal to the greater of (i) $630,000 or (ii) one times the sum of his then annual base salary and target bonus amount (with no proration), plus the amount of his monthly COBRA premiums until the earlier of twelve months after the termination date or the date he commences receiving substantially equivalent coverage in connection with new employment;
- If Mr. Hawk remains continuously employed by the Company through the first anniversary of the Closing Date, the Company will pay Mr. Hawk an amount equal to the Cash Severance (as described above), in a single lump sum on the 30th day following such date, subject to his execution of an effective and irrevocable release of claims;
- All outstanding stock options held by Mr. Hawk as of November 3, 2016, whether vested or unvested, will be treated as vested company options for purposes of the Merger Agreement; and
- Mr. Hawk will be eligible to receive grants of equity pursuant to an equity plan with respect to the successor entity to the Company as a result of the Merger on such terms to be approved by Parent.

Mr. Hawk's letter agreement will be null, void and have no force and effect if the Merger Agreement is terminated and the Merger does not occur.

The above summary of the terms of the amendment to Mr. Hawk's employment agreement is qualified in its entirety by reference to the amendment to Mr. Hawk's employment agreement, which is attached to this Report as Exhibit 10.4 and incorporated in this Item 5.02 by reference.

Letter Agreement with Byron Milstead

On November 3, 2016, the Company and Parent entered into a letter agreement with Byron Milstead, Corporate Vice President, General Counsel and Secretary of the Company, pursuant to which, effective as of the Closing Date:

- Mr. Milstead agreed to waive his right to terminate his employment for good reason under his employment agreement as a result of, or in connection with, a diminution or adverse change to his duties, authority, title or responsibilities in connection with the Merger, including his right to receive severance payments and benefits pursuant to his employment agreement as a result thereof;
- The definition of "good reason" under Mr. Milstead's employment agreement was amended to provide that no change in duties or responsibilities after the Closing Date will constitute good reason if, after such change, the Company's board of directors determines that Mr. Milstead will report to either the Company's Chief Executive Officer or Chief Operating Officer; and

- The definition of “compensatory equity” under Mr. Milstead’s employment agreement was amended to refer to the Compensatory Company Equity (as defined above).

Mr. Milstead’s letter agreement will be null, void and have no force and effect if the Merger Agreement is terminated and the Merger does not occur.

The above summary of the terms of the amendment to Mr. Milstead’s employment agreement is qualified in its entirety by reference to the amendment to Mr. Milstead’s employment agreement, which is attached to this Report as Exhibit 10.5 and incorporated in this Item 5.02 by reference.

Item 8.01 Other Events.

The information under Item 5.02 is hereby incorporated by reference into this Item 8.01.

Forward Looking Statements

Certain statements made herein, including, for example, related to the closing of the Merger, are “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995, within the meaning of the federal securities laws, including Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Statements that include the words “expect,” “intend,” “plan,” “believe,” “project,” “anticipate,” “will,” “may,” “would” and similar statements of a future or forward-looking nature may be used to identify forward-looking statements. These forward-looking statements reflect the current analysis of the management of the Company of existing information as of the date of these forward-looking statements and are subject to various risks and uncertainties, many of which are beyond our control, and are not guarantees of future results or achievements. Consequently, no forward-looking statements may be guaranteed and there can be no assurance that the actual results or developments anticipated by such forward looking statements will be realized or, even if substantially realized, that they will have the expected consequences to, or effects on, the Company or its businesses or operations. As a result, you should not place undue reliance on any such statements and caution must be exercised in relying on forward-looking statements. Due to known and unknown risks, our actual results may differ materially from our expectations or projections.

The following factors, among others, could cause actual results to differ materially from those described in these forward-looking statements: the occurrence of any event, change or other circumstances that could give rise to the delay or termination of the Merger Agreement; the outcome or length of any legal proceedings that have been, or will be, instituted related to the Merger Agreement; the inability to complete the Merger due to the failure to timely or at all obtain stockholder approval for the Merger or the failure to satisfy other conditions to completion of the Merger, including the receipt on a timely basis or at all any required regulatory approvals related to the Merger; the failure of Parent to obtain or provide on a timely basis or at all the necessary financing as set forth in the equity commitment letter delivered pursuant to the Merger Agreement; risks that the proposed transaction disrupts current plans and operations and the potential difficulties in employee retention as a result of the Merger; the effects of local and national economic, credit and capital market conditions on the economy in general; and the other risks and uncertainties described herein, as well as those risks and uncertainties discussed from time to time in our other reports and other public filings with the Securities and Exchange Commission (the “SEC”) as described below. The foregoing review of important factors that could cause actual events to differ from expectations should not be construed as exhaustive.

Additional information concerning these and other factors that may impact our expectations and projections can be found in our periodic filings with the SEC, including our Annual Report on Form 10-K for the fiscal year ended January 2, 2016, and our Quarterly Reports on Form 10-Q for the quarters ended April 2, 2016 and July 2, 2016. Our SEC filings are available publicly on the SEC’s website at *www.sec.gov*, on the Company’s website at ir.latticesemi.com or upon request from the Company’s Investor Relations Department at lscc@globalirpartners.com. Except to the extent required by applicable law, we disclaim any obligation to update any forward-looking statement, whether as a result of new information, future events or otherwise.

Additional Information about the Proposed Merger And Where To Find It

In connection with the proposed Merger, the Company will file a proxy statement with the SEC. Additionally, the Company plans to file other relevant materials with the SEC in connection with the proposed Merger. The definitive proxy statement will be sent or given to the stockholders of the Company and will contain important information about the proposed Merger and related matters. INVESTORS AND SECURITY HOLDERS OF THE COMPANY ARE URGED TO READ THE PROXY STATEMENT AND OTHER RELEVANT MATERIALS FILED WITH THE SEC WHEN THEY BECOME AVAILABLE BEFORE MAKING ANY VOTING OR INVESTMENT DECISION WITH RESPECT TO THE PROPOSED MERGER BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE MERGER AND THE PARTIES TO THE MERGER. The materials to be filed by the Company with the SEC may be obtained free of charge at the SEC's web site at *www.sec.gov* or upon request from the Company's Investor Relations Department at lscc@globalirpartners.com.

Participants in the Solicitation

The Company and its directors will, and certain other members of its management and its employees as well as Parent and Merger Sub and their directors and officers may, be deemed to be participants in the solicitation of proxies of Company stockholders in connection with the proposed Merger. Investors and security holders may obtain more detailed information regarding the names, affiliations and interests of the Company's executive officers and directors in the solicitation by reading the Company's Annual Report on Form 10-K for the fiscal year ended January 2, 2016, the Company's proxy statement on Schedule 14A for its 2016 Annual Meeting of Stockholders, and the proxy statement and other relevant materials filed with the SEC in connection with the Merger if and when they become available. Additional information concerning the interests of the Company's participants in the solicitation, which may, in some cases, be different than those of the Company's stockholders generally, will be set forth in the proxy statement relating to the Merger when it becomes available.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Exhibit
10.1	Letter Agreement, between the Company, Canyon Bridge Acquisition Company, Inc. and Darin G. Billerbeck, dated November 3, 2016
10.2	Employment Agreement, between the Company and Max Downing, dated November 3, 2016
10.3	Letter Agreement, between the Company, Canyon Bridge Acquisition Company, Inc. and Max Downing, dated November 3, 2016
10.4	Letter Agreement, between the Company, Canyon Bridge Acquisition Company, Inc. and Glen Hawk, dated November 3, 2016
10.5	Letter Agreement, between the Company, Canyon Bridge Acquisition Company, Inc. and Byron Milstead, dated November 3, 2016

SIGNATURE

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

LATTICE SEMICONDUCTOR CORPORATION

Dated: November 4, 2016

By: /s/ Byron W. Milstead
Name: Byron W. Milstead
Title: Corporate Vice President and General Counsel

Exhibit Index

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10.5	Letter Agreement, between the Company, Canyon Bridge Acquisition Company, Inc. and Byron Milstead, dated November 3, 2016

Exhibit 10.1

Execution Version

November 3, 2016

Darin Billerbeck

Dear Darin:

Reference is made to the Agreement and Plan of Merger by and among Lattice Semiconductor Corporation (the "Company"), Canyon Bridge Acquisition Company, Inc. ("Parent") and the other parties thereto, dated as of November 3, 2016 (the "Merger Agreement") and the Employment Agreement, dated November 8, 2010, by and between you and the Company (the "Employment Agreement"). Capitalized terms used but not otherwise defined herein have the meaning set forth in the Merger Agreement.

In consideration of your continued employment with the Company following the Effective Time, your severance protections as set forth in the Employment Agreement as modified herein and your receipt of cash consideration in the Merger in respect of your Company RSUs and your Company Stock Options (whether payable at Closing or post-Closing), you hereby agree and acknowledge pursuant to this letter agreement (this "Letter Agreement") as follows:

1. Effective as of the Closing Date, you waive any right you may have to any payments and benefits, whether under your Employment Agreement, any compensatory equity award agreement or otherwise, as a result of, or in connection with, a diminution or adverse change to your duties, authority, title or responsibilities solely in connection with the Merger, including, for the avoidance of doubt, your right to receive the termination benefits described in Section 6 of the Employment Agreement upon a termination of your employment with the Company for Good Reason (as defined in the Employment Agreement). You acknowledge and agree that the changes to your duties, authority, title and responsibilities as of immediately following the Closing Date that occur as a result of the Merger, or as a result of the Company no longer being a publicly traded/listed corporation, do not constitute Good Reason.

2. Effective as of the Closing Date, Section 6(h) of the Employment Agreement is hereby deleted and replaced in its entirety with the following:

"Good Reason Definition. For all purposes under this Agreement, "Good Reason" shall mean the occurrence of any of the following, without Executive's express written consent: (i) Executive ceases to be the principal executive officer of the Company; (ii) a material diminution Executive's Base Salary or Target Amount other than a one-time reduction (not exceeding 10% in the aggregate) that also is applied to substantially all other executive officers of the Company on Executive's written recommendation or written approval if Executive's reduction is substantially proportionate to, or no greater than (on a percentage basis), the reduction applied to substantially all other executive officers; (iii) the Company's material breach of this Agreement; or (iv) the Company requiring Executive to relocate his primary place of employment to a facility or location that is more than 30 miles from his principal place of employment as of the Effective Date; provided, however, that Executive will only have Good Reason if (A) he notifies the Board in writing of the existence of the condition which he believes constitutes Good Reason within ninety (90) days of the initial existence of such condition (which notice specifically identifies such condition), (B) Company fails to remedy such condition within thirty (30) days after the date on which the Board receives such notice (the "Remedial Period"), and (C) his resignation is effective within thirty (30) days after the expiration of the Remedial Period."

3. Effective as of the Closing Date, Section 6(a) of the Employment Agreement is hereby deleted and replaced in its entirety with the following:

"Severance Pay. If there is an Involuntary Termination (as defined below) of Executive's Employment, then the Company shall pay Executive an amount equal to of the greater of (i) $2,000,000 or (ii) two (2) times the sum of Executive's then Base Salary and Target Amount (with no pro ration), in each case, as in effect on the date of the Involuntary Termination (collectively in the aggregate, the "Cash Severance"). Such Cash Severance shall be made in a single lump sum cash payment to Executive on the effective date of the separation agreement referenced in Section 8(a). Executive shall also be entitled to receive the benefits set forth in Section 6(b)."

4. If you remain continuously Employed (as defined in the Employment Agreement) until the second anniversary of the Closing Date (the "Severance Vesting Date"), the Company will pay you the Cash Severance (as defined under your Employment Agreement), in a single lump sum, less applicable withholding Tax, on the 30th day following the Severance Vesting Date, subject to your signing and allowing to become effective the Company's standard release of all claims, in the form attached to your Employment Agreement, as of the date hereof (subject to such changes as are necessary for compliance with applicable law).

5. Effective as of the Closing Date, Section 6(d) of the Employment Agreement is hereby deleted and replaced in its entirety with the following:

"[Reserved]"

6. Effective as of the Closing Date, the definition of "Compensatory Equity" set forth in Section 2(d) of the Employment Agreement is hereby deleted and replaced in its entirety with the following:

"(any compensatory equity grants to Executive made prior to November 3, 2016, which is the date on which the Company and Canyon Bridge Acquisition Company, Inc. ("Parent") entered into the Agreement and Plan of Merger by and among the Company, Parent and the other parties thereto, together with any rights to receive cash in accordance with Section 2.04(b) of that Agreement and Plan of Merger with respect to such equity grants ("Compensatory Equity"))."

7. You understand that any outstanding and unvested Company Stock Options you hold at or as of immediately prior to the Effective Time (after taking into account any vesting related to the satisfaction of any corporate performance goals) will not accelerate and become fully vested at or prior to the Effective Time, and will instead be treated as unvested In-the-Money Company Stock Options under Section 2.04(b) of the Merger Agreement. If you incur an Involuntary Termination (as defined in the Employment Agreement) prior to the Severance Vesting Date, any unvested In-the-Money Company Stock Options shall become fully vested, effective as of the date of such termination, subject to your satisfaction of the conditions to such acceleration as set forth in the Employment Agreement (including your signing and allowing to become effective the Company's standard release of all claims, as attached to your Employment Agreement as of the date hereof (subject to such changes as are necessary for compliance with applicable law), within 30 days following your termination date).

8. Parent will establish an incentive plan to retain and incentivize Company employees, pursuant to which certain key employees of the Company, including you, will receive incentive awards, the specific terms to be approved by Parent in consultation with you.

9. You agree that except as set forth in this Letter Agreement, all the other provisions of the Employment Agreement shall remain in effect.

This Letter Agreement will be null, void and have no force and effect if the Merger Agreement is terminated and the Merger does not occur. You acknowledge and agree that this Letter Agreement is intended to be a material inducement for Parent to enter into the Merger Agreement and effect the transactions contemplated thereby, and Parent is relying on your execution and delivery of this Letter Agreement in determining whether to proceed to consummate the Merger. You also acknowledge and

agree that your continued employment with the Company following the Effective Time and your receipt of consideration in the Merger in respect of your Company RSUs and your Company Stock Options represents material and sufficient consideration for this Letter Agreement. By agreeing to this Letter Agreement, you further hereby waive and release any and all known or unknown rights to assert a claim that the consummation of the Merger, or changes to the terms and conditions of your employment as a result of the Merger, and made as a (direct or indirect) result of the Merger, constitute Good Reason under the Employment Agreement (as amended by this Letter Agreement).

This Letter Agreement, together with the Employment Agreement, represents the entire agreement and understanding between the Company, Parent and you as to the subject matter herein and supersedes all prior or contemporaneous agreements whether written or oral. This Letter Agreement may be modified only by written agreement executed the Company, Parent and you that is designated as a further amendment to this Letter Agreement. You acknowledge and agree that you are entering into this Letter Agreement voluntarily and without duress, and that nothing in this Letter Agreement constitutes "Good Reason" as defined under your Employment Agreement.

[*Signature page follows*]

Please sign below to indicate your acknowledgment and acceptance of the terms of this Letter Agreement.

Very truly yours,

Lattice Semiconductor Corporation

By: /s/ Byron W. Milstead
Name: Byron W. Milstead
Title: Corporate Vice President & General Counsel

Canyon Bridge Acquisition Company Inc.

By: /s/ Benjamin Bin Chow
Name: Benjamin Bin Chow
Title: President

Agreed to and acknowledged
as of the 2 day of Nov, 2016:

/s/ Darin Billerbeck
[Employee]

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is entered into by and between **Max Downing** (the "Executive") and **LATTICE SEMICONDUCTOR CORPORATION**, a Delaware corporation (the "Company") as of November 3, 2016. Reference is made to the Agreement and Plan of Merger by and among the Company (the "Company"), Canyon Bridge Capital Partners, Inc. ("Parent") and the other parties thereto, dated as of November 3, 2016 (the "Merger Agreement"). Capitalized terms used but not otherwise defined herein have the meaning set forth in the Merger Agreement. The Closing Date as contemplated therein shall be the Effective Date for purposes of this Agreement.

1. Duties and Scope of Employment.

(a) **Position**. For the term of his employment under this Agreement ("Employment"), the Executive will serve as the Corporate Vice President, Chief Financial Officer ("CVP/ CFO"). The Executive shall report to the Company's Chief Executive Officer (the "CEO"). Executive will render such business and professional services in the performance of his duties, consistent with the Executive's position within the Company, as will reasonably be assigned to him by the CEO.

(b) **Obligations**. The Executive shall have such duties, authority and responsibilities that are commensurate with being an executive officer. During the term of his Employment, the Executive will devote Executive's full business efforts and time to the Company. For the duration of his Employment, Executive agrees not to actively engage in any other employment, occupation, or consulting activity for any direct or indirect remuneration without the prior approval of the Board of Directors (the "Board") (which approval will not be unreasonably withheld); provided, however, that Executive may, without the approval of the Board, serve in any capacity with any civic, educational, or charitable organization, provided such services do not interfere with Executive's obligations to the Company. Executive shall perform his duties primarily at the Company's corporate facility in Portland, Oregon.

(c) **Effective Date**. The Executive shall commence full-time Employment as CVP/ CFO under this Agreement on the Effective Date.

2. Cash and Incentive Compensation.

(a) **Salary**. As of the Effective Date and thereafter, the Company shall pay Executive as compensation for his services a base salary at a gross annual rate of not less than $275,000 (such annual salary, as is then in effect, to be referred to herein as "Base Salary"). The Base Salary will be paid periodically in accordance with the Company's normal payroll practices and be subject to the usual, required withholdings, provided, however, that Executive shall receive pro-rata payments of Base Salary no less frequently than once per month. Executive's Base Salary will be subject to review by the Compensation Committee of the Board (the "Committee") not less than annually, and adjustments will be made in the discretion of the Committee.

(b) **Incentive Bonuses**. For the Company's fiscal year 2017 and beyond, Executive shall be a participant in a Cash Incentive Plan as established by the Company (the "CIP"). Under the CIP, Executive shall be eligible to be considered for an annual fiscal year incentive payment based on a percentage of Executive's Base Salary as of the beginning of such fiscal year or such higher figure that the Committee may select (such annual amount is the "Target Amount"). Executive's initial target percentage amount is 50% of the Executive's Base Salary ("Initial Target Amount"). The Target Amount shall be awarded based upon the achievement of specific milestones that will be mutually agreed upon by the Committee and Executive no later than 60 days after the start of each fiscal year (the "Target Amount Milestones"). For superior achievement of the Target Amount Milestones, Executive may earn a maximum annual fiscal year incentive bonus of up to 200% of Executive's Target Amount (or % of Executive's Base Salary). Cash payment for each fiscal year's variable compensation actually earned shall be made to Executive no later than 45 days after the end of the applicable fiscal year for which the annual incentive was earned; provided, however, that the Company shall have no obligation to make such payment for a fiscal year until such time as the audit of the Company's financial statements for such fiscal year has been completed and the Company has publicly reported its financial results for such fiscal year as long as such payment is made within 70 days of the end of the applicable fiscal year. All awards of incentive compensation to executive officers of the Company are subject to the Company's policy to seek recovery, at the direction of the Company's Board of Directors, to the extent permitted by applicable law, of incentive compensation awarded or paid to an executive officer of the Company for a fiscal period if the result of a performance measure upon which the award was based or paid is subsequently restated or otherwise adjusted in a manner that would reduce the size of the award or payment.

(c) **Terms of Company Compensatory Equity Awards**. Executive shall be eligible for grants of options to purchase shares of the Company's common stock, restricted stock units, or other Company equity, pursuant to an applicable stockholder-approved equity compensation plan (the "Plan"), at times and in such amounts as determined by the Committee (any compensatory equity grants to Executive made prior to November 3, 2016, which is the date on which the Company and Parent entered into the Merger Agreement, together with any rights to receive cash in accordance with Section 2.04(b) of Merger Agreement with respect to such equity grants ("Compensatory Equity").

(d) **Service Definition**. For purposes of this Agreement and Executive's Compensatory Equity, "Service" shall mean service by the Executive as an employee and/or consultant of the Company (or any subsidiary or parent or affiliated entity of the Company) and/or service by the Executive as a member of the Board.

3. Vacation and Employee Benefits. During the term of his Employment, the Executive shall be entitled to vacation in accordance with the Company's standard vacation policy. During the term of his Employment, the Executive shall be eligible to participate in any employee benefit plans or arrangements maintained by the Company on no less favorable terms than for other Company executives, subject in each case to the generally applicable terms and conditions of the plan or arrangement in question and to the determinations of any person or committee administering such plan or arrangement.

4. Business Expenses. During the term of his Employment, the Executive shall be authorized to incur necessary and reasonable travel, entertainment and other business expenses in connection with his duties hereunder. The Company shall promptly reimburse the Executive for such expenses upon presentation of appropriate supporting documentation, all in accordance with the Company's generally applicable policies. The Company shall also timely pay for all of Executive's reasonable home telecommunications phone and facsimile lines used for business purposes and reimburse Executive for his actual and reasonable mobile phone costs on a monthly basis. All such payments shall be made by the end of Executive's next tax year. The amount eligible for reimbursement in one year will not affect the amount eligible for reimbursement in any other year, and the right to reimbursement is not subject to liquidation or exchange for another benefit.

5. Term of Employment.

(a) **Term of Agreement**. This Agreement will commence on the Effective Date and continue for a period of two (2) years ("Term"), unless earlier terminated as provided herein. If this Agreement is not extended by the Parties, it will terminate at the end of the Term.

(b) **Basic Rule**. The Company may terminate the Executive's Employment with or without Cause, by giving the Executive 30 days advance notice in writing. Provided, however, where the termination is for Cause constituting events such as fraud, willful violation of insider trading rules, willful violation of conflict of interest policies, willful or unauthorized use or disclosure of trade secrets or other confidential information or conviction of a felony, the Company may terminate Executive's Employment effective immediately upon notice. The Executive may terminate his Employment by giving the Company 30 days advance notice in writing. The Executive's Employment shall terminate automatically in the event of his death.

(c) **Employment at Will**. The Executive's Employment with the Company shall be "at will," meaning that either the Executive or the Company shall be entitled to terminate the Executive's employment at any time and for any reason, with or without Cause. This Agreement shall constitute the full and complete agreement between the Executive and the Company on the "at will" nature of the Executive's Employment, which may only be changed in an express written agreement signed by the Executive and a member of the Board.

(d) **Rights Upon Termination**. Upon the termination of the Executive's Employment, the Executive shall be entitled to the compensation, benefits and reimbursements described in this Agreement for the period ending as of the effective date of the termination (the "Termination Date"). Upon termination of Executive's Employment for any reason, the Executive shall receive the following payments on the Termination Date: (i) all unpaid salary, and unpaid vacation accrued (if applicable), through the Termination Date, (ii) any unpaid, but earned and accrued incentive payments for any completed applicable determination period under the CICP (whether paid quarterly, annually or as might otherwise be established under the CICP) which has not yet been paid on the Termination Date and (iii) any unreimbursed business expenses. Executive may also be eligible for other post-Employment payments and benefits as provided in this Agreement.

6. Termination Benefits.

(a) **Severance Pay**. If there is an Involuntary Termination (as defined below) of Executive's Employment, then the Company shall pay the Executive an amount equal to 1.0 times Executive's then Base Salary, plus up to 1.0 times Executive's then Target Amount (adjusted pro rata on a monthly basis depending upon the month in which the Involuntary Termination may occur) (collectively in the aggregate, the "Cash Severance"). Such Cash Severance shall be made in a single lump sum cash payment to Executive on the effective date of the separation agreement referenced in Section 8(a). Executive shall also be entitled to receive the benefits provided in Sections 6(b) and 6(c) and, if applicable, 6(d).

(b) **Health Insurance**. If Subsection (a) above applies, but subject to applicable law, and if Executive properly and timely elects to continue coverage under the Company's group health plan pursuant to Section 4980B(f) of the Code ("COBRA") following the termination of his Employment, then the Company shall reimburse Executive's monthly premium under COBRA until the earliest of (i) twelve months after the Termination Date, (ii) the date when Executive commences receiving substantially equivalent health insurance coverage in connection with new employment, or (iii) the date Executive is no longer entitled to COBRA continuation coverage under the Company's group health plan. Notwithstanding the foregoing, Company may unilaterally amend this Section 6(b) or eliminate the benefit provided hereunder to the extent it deems necessary to avoid the imposition of excise taxes, penalties or similar charges on Company or any of its affiliates, including, without limitation, under Section 4980D of the Code.

(c) **Equity Vesting**. If Subsection (a) above applies, then Executive will be vested only in that number of shares of Company common stock under all of Executive's outstanding Compensatory Equity as are actually vested as of the Termination Date according to the terms of such Compensatory Equity arrangements.

(d) **Effect of Change in Control**. If the Company is subject to a Change in Control (as defined below) and if there is an Involuntary Termination of Executive's Employment in connection with such Change in Control (it will automatically be deemed to be in connection with the Change in Control if there is an Involuntary Termination during the period commencing immediately prior to the Change in Control and extending through the date that is 24 months after the Change in Control): (x) Executive shall immediately vest in (and the Company's right to repurchase, if applicable, shall lapse immediately as to) all of Executive's Compensatory Equity, (y) the amount of the Cash Severance in Section 6(a) shall be increased such that while the Executive shall still receive 1.0 times Base Salary, he shall receive in addition 1.0 times Target Amount (with no pro ration), and (z) the duration of subsidized COBRA coverage shall be as described in Section 6(b); provided, however, that Company may unilaterally amend clause (z) of this sentence or eliminate the benefit provided thereunder to the extent it deems necessary to avoid the imposition of excise taxes, penalties or similar charges on Company or any of its affiliates, including, without limitation, under Section 4980D of the Code.

(e) **Excise Tax**. In the event that the benefits provided for in this Agreement (i) constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code") and (ii) but for this Subsection (e), would be subject to the excise tax imposed by Section 4999 of the Code, then the Executive's benefits under this Agreement shall be payable either (1) in full, or (2) as to such lesser amount which would result in no portion of the such benefits being subject to excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by the Executive on an after-tax basis, of the greatest amount of benefits under this Agreement, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code. Unless Executive and the Company agree otherwise in writing, the determination of Executive's excise tax liability, if any, and the amount, if any, required to be paid under this Subsection (e) will be made in writing by the independent auditors who are primarily used by the Company immediately prior to the Change of Control (the "Accountants"). For purposes of making the calculations required by this Subsection (e), the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. Executive and the Company agree to furnish such information and documents as the Accountants may reasonably request in order to make a determination under this Subsection (e). The Company will bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Subsection (e). Any reduction of benefits under this Agreement shall be made first to any payments or benefits that are exempt from the application of Section 409A of the Code, and thereafter to any payments or benefits that are subject to Section 409A of the Code on a pro-rata basis.

(f) **Change in Control Definition**. For purposes of this Agreement, "Change in Control" shall mean the occurrence of any of the following events: (i) the consummation of a merger or consolidation of the Company with or into another entity or any other corporate reorganization, if persons who were not stockholders of the Company immediately prior to such merger, consolidation or other reorganization own immediately after such merger, consolidation or other reorganization more than 50% of the voting power of the outstanding securities of each of (A) the continuing or surviving entity and (B) any direct or indirect parent corporation of such continuing or surviving entity, (ii) the sale, transfer or other disposition of all or substantially all of the Company's assets, or (iii) solely with respect to determining the treatment of Compensatory Equity under the terms of this Agreement, the terms of any applicable definition provided by the Plan and the applicable Compensatory Equity agreement. A transaction shall not constitute a Change in Control if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

(g) **Cause Definition**. For purposes of this Agreement, "Cause" shall mean (i) Executive's material breach of this Agreement that is not corrected within a 30 day correction period that begins upon delivery to Executive of a written demand from the Company that describes the basis for the Company's belief that Executive has materially breached this Agreement; (ii) any willful act of fraud or dishonesty that causes material damage to the Company; (iii) any willful violation of the Company's insider trading policy; (iv) any willful violation of the Company's conflict of interest policies; (v) any willful unauthorized use or disclosure of trade secrets or other confidential information; or (vi) Executive's conviction of a felony.

The foregoing shall not be deemed an exclusive list of all acts or omissions that the Company may consider as grounds for the termination of Executive's Employment, but it is an exclusive list of the acts or omissions that shall be considered "Cause" for the termination of Executive's Employment by the Company.

(h) **Good Reason Definition**. For all purposes under this Agreement, "Good Reason" shall mean the occurrence of any of the following, without Executive's express written consent: (i) a material diminution of Executive's duties or responsibilities, provided that no change in duties or responsibilities shall constitute Good Reason if, after such change, the Company's Board of Directors determines that Executive will report to either the CEO or the Company's Chief Operating Officer; (ii) a material diminution of Executive's Base Salary or Target Amount other than a one-time reduction (not exceeding 10% in the aggregate) that also is applied to substantially all other executive officers of the Company on the CEO's written recommendation or written approval if Executive's reduction is substantially proportionate to, or no greater than (on a percentage basis), the reduction applied to substantially all other executive officers; (iii) the Company's material breach of this Agreement; or (iv) the Company requiring Executive to relocate his primary place of employment to a facility or location that is more than 50 miles from his principal place of employment as of the Effective Date; provided, however, that Executive will only have Good Reason if (A) he notifies the Board in writing of the existence of the condition which he believes constitutes Good Reason within ninety (90) days of the initial existence of such condition (which notice specifically identifies such condition), (B) Company fails to remedy such condition within thirty (30) days after the date on which the Board receives such notice (the "Remedial Period"), and (C) his resignation is effective within thirty (30) days after the expiration of the Remedial Period.

(i) **Involuntary Termination Definition**. For all purposes under this Agreement, "Involuntary Termination" shall mean any of the following that occur without Executive's prior written consent: (i) termination of Executive's Employment by the Company without Cause, or (ii) Executive's resignation of Employment for Good Reason. In the event this Agreement and Executive's Employment hereunder terminates as a result of this Agreement not being extended at the end of the Initial Term or a successive term under Section 5(a), such termination of Executive's Employment shall not constitute an Involuntary Termination.

7. Successors.

(a) **Company's Successors**. This Agreement shall be binding upon any successor (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business and/or assets which becomes bound by this Agreement.

(b) **Executive's Successors**. This Agreement and all rights of the Executive hereunder shall inure to the benefit of, and be enforceable by, the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

8. Conditions to Receipt of Severance; No Duty to Mitigate.

(a) **Separation Agreement and Release of Claims**. The receipt of any severance benefits pursuant to Section 6 will be subject to Executive signing and not revoking a separation agreement and release of claims in substantially the form attached hereto as Exhibit A, but with any appropriate modifications, reflecting changes in applicable law or other considerations (e.g., number of days to consider such release), as are necessary or appropriate to provide the Company with the protection it would have if the release were executed as of the Effective Date. No severance benefits will be paid or provided until the separation agreement and release agreement becomes effective. The separation agreement and release of claims must in all cases be effective by the 60th day following Executive's termination of Employment (or such earlier date as is provided in the release) or no severance benefits will be paid or provided under this Agreement. Notwithstanding anything herein to the contrary if the maximum period during which Executive can consider and revoke the release begins in one calendar year and ends in the subsequent calendar year, payment and provision of severance benefits under this Agreement shall not be made or commence to be made until the later of the effective date of the release and the first business day of the subsequent calendar year, regardless of when the release becomes effective.

(b) **Non-solicitation**. The receipt of any severance benefits will be subject to the Executive agreeing that during Employment and for the 12 month period after the Termination Date (the "Continuance Period"), the Executive will not (i) solicit any employee of the Company for employment other than at the Company, or (ii) solicit any customer, vendor, supplier, independent contractor or others having a business relationship with the Company that has the effect or purpose of decreasing or taking away the business or relationship with the Company. "Company" in this Section 8 refers to the Company and its subsidiaries.

(c) **Non-disparagement**. During Employment and the Continuance Period, the Executive will not knowingly publicly disparage, criticize, or otherwise make any derogatory statements regarding the Company, its directors, or its officers. The Company's then and future directors will not knowingly publicly disparage, criticize, or otherwise make any derogatory statements regarding the Executive during his Employment or the Continuance Period. The Company will also instruct its officers to not knowingly publicly disparage, criticize, or otherwise make any derogatory statements regarding the Executive during his Employment or the Continuance Period. Notwithstanding the foregoing, nothing contained in this Agreement will be deemed to restrict the Executive, the Company or any of the Company's current or former officers and/or directors from providing information to any governmental or regulatory agency (or in any way limit the content of such information) to the extent they are requested or required to provide such information pursuant to any applicable law or regulation.

(d) **No Duty to Mitigate**. No payments or benefits provided to Executive (except as expressly provided in Section 6(b)) shall be subject to mitigation or offset.

9. Miscellaneous Provisions.

(a) **Indemnification**. The Company shall indemnify Executive to the maximum extent permitted by any applicable indemnification agreement, applicable law and the Company's bylaws with respect to Executive's Service (including timely advancing and/or reimbursing costs as incurred by Executive) and the Executive shall also be covered under a directors and officers liability insurance policy(ies) paid for by the Company.

(b) **Notice**. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by overnight courier, U.S. registered or certified mail, return receipt requested and postage prepaid. In the case of the Executive, mailed notices shall be addressed to him at the home address that he most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of its CEO.

(c) **Arbitration**. The Company and Executive agree that any and all disputes arising out of the terms of this Agreement, the Executive's Employment, Executive's Service, or Executive's compensation and benefits, their interpretation and any of the matters herein released, will be subject to binding arbitration in Portland, Oregon before the American Arbitration Association under its National Rules for the Resolution of Employment Disputes. The Company and the Executive agree that the prevailing party in any arbitration will be entitled to injunctive relief in any court of competent jurisdiction to enforce the arbitration award. **The Company and the Executive hereby agree to waive their right to have any dispute between them resolved in a court of law by a judge or jury**. This Subsection (c) will not prevent either party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the Company or the Executive and the subject matter of their dispute relating to Executive's obligations under this Agreement. Each party shall be responsible for its own out-of-pocket expenses related to the arbitration, including filing fees and arbitrator compensation. Notwithstanding the foregoing, if the arbitrator determines that a party has generally prevailed in the arbitration proceeding, then the arbitrator shall award to that party its reasonable attorney's fees.

(d) **Modifications and Waivers**. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Executive and by an authorized officer of the Company (other than the Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(e) **Whole Agreement**. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any other agreements, representations or understandings (whether oral or written and whether express or implied) with respect to the subject matter hereof. In the event of any conflict in terms between this Agreement and/or the Plan and/or any agreement executed by and between Executive and the Company, the terms of this Agreement shall prevail and govern. This Agreement expressly supersedes the Letter Agreement between the Company and Executive dated October 17, 2016.

(f) **Legal Fees**. Each party shall pay its own legal fees and expenses incurred in connection with the preparation and execution of this Agreement.

(g) **Withholding Taxes**. All payments made under this Agreement shall be subject to reduction to reflect taxes or other charges required to be withheld by law.

(h) **Choice of Law**. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Oregon (except their provisions governing the choice of law).

(i) **Severability**. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(j) **Code Section 409A**. The termination benefits provided by Section 6 of this Agreement are intended to be exempt from Section 409A of the Code, whether pursuant to the short-term deferral exception provided under Treasury Regulation 1.409A-1(b)(4), the involuntary separation pay plan exception provided under Treasury Regulation Section 1.409A-1(b)(9)(iii), or otherwise, such that none of the termination benefits to be provided hereunder will be subject to the six (6) month delay imposed by Section 409A of the Code, and any ambiguities herein will be interpreted to so comply. The Company and Executive agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Executive. Notwithstanding the foregoing, if Executive is a “specified employee” within the meaning of Section 409A of the Code and the final regulations and any guidance promulgated thereunder (“Section 409A”) at the time of Executive’s termination (other than due to death), and any portion of the termination benefits payable to Executive pursuant to this Agreement, when considered together with any other severance payments or separation benefits which may be considered deferred compensation under Section 409A (together, the “Deferred Compensation Separation Benefits”) could (under any set of circumstances) be paid after March 15 of the calendar year following the calendar year containing the date of Executive’s termination, then only that portion of the Deferred Compensation Separation Benefits which do not exceed the Section 409A Limit (as defined below) may be made within the first six (6) months following Executive’s termination of employment in accordance with the payment schedule applicable to each payment or benefit. For these purposes, each severance payment is hereby designated as a separate and distinct payment (and the right to a series of installment payments will be treated as a right to a series of separate and distinct payments) and will not collectively be treated as a single payment. Any portion of the Deferred Compensation Separation Benefits in excess of the Section 409A Limit shall accrue and, to the extent such portion of the Deferred Compensation Separation Benefits

would otherwise have been payable within the first six (6) months following Executive's termination of employment, will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of Executive's termination. All subsequent Deferred Compensation Separation Benefits, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following Executive's termination but prior to the six (6) month anniversary of Executive's termination, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Executive's death and all other Deferred Compensation Separation Benefits will be payable in accordance with the payment schedule applicable to each payment or benefit. For purposes of this Agreement, "Section 409A Limit" will mean two (2) times the lesser of: (A) Executive's annualized compensation based upon the annual rate of pay paid to Executive during the Executive's taxable year preceding the Executive's taxable year of Executive's termination of employment as determined under Treasury Regulation 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (B) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which Executive's employment is terminated. Notwithstanding the foregoing, under no circumstances will the Company or its parents, subsidiaries or affiliates (or any of their successors) be liable to Executive or any other person for any additional tax or interest imposed on Executive under, or as a result of, Section 409A.

(k) **No Assignment**. This Agreement and all rights and obligations of the Executive hereunder are personal to the Executive and may not be transferred or assigned by the Executive at any time. The Company may assign its rights under this Agreement to any entity that expressly in writing assumes the Company's obligations hereunder in connection with any sale or transfer of all or substantially all of the Company's assets to such entity.

(l) **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the Effective Date.

/s/ Max Downing 11/3/16
Max Downing

LATTICE SEMICONDUCTOR CORPORATION

By: /s/ Byron Milstead
Name: Byron Milstead
Title: CVP and General Counsel

EXHIBIT A

GENERAL RELEASE

RECITALS

This Separation Agreement and Release ("Agreement") is made by and between Max Downing ("Employee") and Lattice Semiconductor Corporation (the "Company") (jointly referred to as the "Parties"):

WHEREAS, Employee is employed by the Company;

WHEREAS, the Company and Employee entered into an Employment Agreement dated _____ (the "Employment Agreement");

WHEREAS, the Parties agree that Employee's employment with the Company will terminate on _____ (the "Termination Date");

WHEREAS, the Company and Employee entered into a Proprietary Rights Agreement dated [_____] regarding intellectual property and confidential information (the "Proprietary Rights Agreement");

WHEREAS, the Company and Employee entered into an Indemnification Agreement, dated [_____], regarding Employee's rights to indemnification (the "Indemnification Agreement");

WHEREAS, Employee is a participant, or is eligible to participate, in the Company's Executive Deferred Compensation Plan dated [_____], as amended, regarding Employee's rights to receive deferred compensation (the "Deferred Compensation Plan");

WHEREAS, the Company and Employee entered into Stock Option Agreements dated [_____] granting Employee the option to purchase shares of the Company's common stock subject to the terms and conditions of the Company's Stock Option Plan(s) and the Stock Option Agreements and is the grantee of restricted stock units representing shares of the Company's common stock pursuant to the terms of Notice(s) of Grant and related equity incentive plans (the "Equity Agreements");

WHEREAS, the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions and demands that Employee may have against the Company as defined herein, arising out of, or related to, Employee's employment with, or separation from, the Company;

NOW THEREFORE, in consideration of the promises made herein, the Parties hereby agree as follows:

COVENANTS

1. Consideration.

(a) Pursuant to Section 8(a) of the Employment Agreement, Employee's receipt of severance is subject to Employee executing and not revoking this Release. In consideration of Employee executing and not revoking this Release, the Company agrees to pay (or provide, as applicable) Employee a cash payment of $_____ on the Effective Date and also the benefits specified in the Employment Agreement. Employee acknowledges that such cash payment and the provision of such benefits will be in full satisfaction of the payments and obligations provided under the Employment Agreement and he will not be entitled to any additional salary, wages, bonuses, accrued vacation, housing allowances, relocation costs, interest, severance, stock, stock options, outplacement costs, fees, commissions or any other benefits and compensation, except as provided in any Company employee welfare or pension benefit plans as defined by the Employee Retirement Income Security Act of 1974, as amended ("ERISA") (such plans, the "Benefit Plans"), this Agreement, the Indemnification Agreement, the Deferred Compensation Plan and/or the Equity Agreements.

(b) Stock. Employee acknowledges that as of the Termination Date, and after taking into account any accelerated vesting provided by the Employment Agreement or Stock Agreements, he will then hold vested stock options to acquire [_____] shares of Company common stock and no more, and will hold vested restricted stock units that will be settled for [_____] shares of Company common stock and no more. The exercise of any stock options and the settlement of any restricted stock units shall continue to be subject to the terms and conditions of the Equity Agreements and the Employment Agreement.

(c) Benefits. Employee's health insurance benefits will cease on the last day of the month of the Termination Date, subject to Employee's right to continue his health insurance as provided in the Employment Agreement (with such premiums to be paid by the Company as provided in the Employment Agreement). Subject to the Employment Agreement, the Deferred Compensation Plan, the Indemnification Agreement, the Equity Agreements and/or the Benefit Plans, Employee's participation in all other benefits and incidents of employment (including, but not limited to, the accrual of vacation and paid time off, and the vesting of stock options and restricted stock units) will cease on the Termination Date.

2. Confidential Information. Employee shall continue to comply with the terms and conditions of the Proprietary Rights Agreement, and maintain the confidentiality of all of the Company's confidential and proprietary information. Employee also shall return to the Company all of the Company's property, including all confidential and proprietary information, in Employee's possession, on or before the Effective Date.

3. Release of Claims. Employee agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Employee by the Company. Employee, on his own behalf and on behalf of his respective heirs, family members, executors, agents, and assigns, hereby fully and forever releases the Company and its current and former: officers, directors, employees, agents, investors, attorneys, shareholders, administrators,

affiliates, divisions, subsidiaries, predecessor and successor corporations and assigns (the "Releasees") from, and agrees not to sue any of the Releasees concerning, any claim, duty, obligation or cause of action for monetary damages relating to any matters of any kind arising out of or relating to his employment by the Company (except as provided in the Employment Agreement), or his service as an officer of the Company and/or a director of the Company, whether presently known or unknown, suspected or unsuspected, that Employee may possess arising from any omissions, acts or facts that have occurred up until and including the Effective Date, excluding the "Excluded Claims" (as defined below) and including, without limitation:

(a) any and all claims relating to or arising from Employee's employment with the Company, or the termination of that employment;

(b) any and all claims relating to, or arising from, Employee's right to purchase, or actual purchase of, shares of Company stock, including, but not limited to, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;

(c) any and all claims under the law of any jurisdiction, including, but not limited to, wrongful discharge of employment; constructive discharge from employment; termination in violation of public policy; discrimination; breach of contract, both express and implied; breach of a covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; and conversion;

(d) any and all claims for violation of any federal, state or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990; the Fair Labor Standards Act; ERISA; the Worker Adjustment and Retraining Notification Act; the Older Workers Benefit Protection Act; the Family and Medical Leave Act; and the Fair Credit Reporting Act;

(e) any and all claims for violation of the federal, or any state, constitution;

(f) any and all claims arising out of any other laws and regulations relating to employment or employment discrimination; and

(g) any and all claims for attorney fees and costs.

For purposes of this Agreement, the "Excluded Claims" shall include any claims pursuant to the Benefit Plans, the Deferred Compensation Plan, the Indemnification Agreement, the non-disparagement clause of Section 8(c) of the Employment Agreement, the right to indemnification under Section 9(a) of the Employment Agreement, and any right to exercise stock options or receive restricted stock units pursuant to the relevant provisions of the Equity Agreements.

4. Acknowledgement of Waiver of Claims Under ADEA. Employee acknowledges that he is waiving and releasing any rights he may have against the Releasees for monetary damages under the Age Discrimination in Employment Act of 1967 ("ADEA") and that this waiver and release is knowing and voluntary. Employee and the Company agree that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date. Employee acknowledges that the consideration given for this waiver and release Agreement is in addition to anything of value to which Employee was already entitled. Employee further acknowledges that he has been advised by this writing that:

(a) he should consult with an attorney prior to executing this Release;

(b) he has up to twenty-one (21) days within which to consider this Release;

(c) he has seven (7) days following his execution of this Release to revoke this Release;

(d) this ADEA waiver shall not be effective until the revocation period has expired; and,

(e) nothing in this Release prevents or precludes Employee from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs for doing so, unless specifically authorized by federal law.

5. Unknown Claims. The Parties represent that they are not aware of any claim by either of them other than the claims that are released by this Release. Employee acknowledges that he has been advised by legal counsel and are familiar with the principle that a general release does not extend to claims which the releasor does not know or suspect to exist in his favor at the time of executing the Release, which if known by him must have materially affected his settlement with the Releasee. Employee, being aware of said principle, agrees to expressly waive any rights Employee may have to that effect, as well as under any other statute or common law principles of similar effect.

6. Application for Employment. Employee understands and agrees that, as a condition of this Release, he shall not be entitled to any employment with the Company, its subsidiaries, or any successor, and he hereby waives any alleged right of employment or re-employment with the Company, its subsidiaries or related companies, or any successor.

7. No Cooperation. Employee agrees that he will not knowingly counsel or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against any of the Releasees for monetary damages, unless requested by a governmental agency or unless under a subpoena or other court order to do so. Employee agrees both to immediately notify the Company upon receipt of any such subpoena or court order, and to furnish, within three (3) business days of its receipt, a copy of such subpoena or court order to the Company. If otherwise approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints against any of the Releasees, Employee shall state no more than that he cannot provide such counsel or assistance.

8. Costs. The Parties shall each bear their own costs, expert fees, attorney fees and other fees incurred in connection with the preparation of this Release.

9. Arbitration. The Parties agree that any and all disputes arising out of, or relating to, the terms of this Release, their interpretation, and any of the matters herein released, shall be subject to binding arbitration as described in Section 9(c) of the Employment Agreement.

10. No Representations. Each Party represents that it has had the opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Release. Neither Party has relied upon any representations or statements made by the other Party hereto which are not specifically set forth in this Release.

11. No Oral Modification. Any modification or amendment of this Release, or additional obligation assumed by either Party in connection with this Release, shall be effective only if placed in writing and signed by both Parties or their authorized representatives.

12. Entire Agreement. This Release, the Employment Agreement, the Indemnification Agreement, the Deferred Compensation Plan, the Benefit Plans, the Proprietary Rights Agreement and the Equity Agreements represent the entire agreement and understanding between the Company and Employee concerning the subject matter of this Release and Employee's relationship with the Company, and supersede and replace any and all prior agreements and understandings between the Parties concerning the subject matter of this Release and Employee's relationship with the Company.

13. Governing Law. This Release shall be governed by the laws of the State of Oregon, without regard for choice of law provisions.

14. Effective Date. This Release is only effective after it has been signed by both parties and after eight (8) days have passed following the date Employee signed the Agreement without Employee revoking this Agreement (the "Effective Date").

15. Voluntary Execution of Release. This Release is executed voluntarily and with the full intent of releasing all claims, and without any duress or undue influence by any of the Parties. The Parties acknowledge that:

(a) They have read this Release;

(b) They have been represented in the preparation, negotiation, and execution of this Release by legal counsel of their own choice or that they have voluntarily declined to seek such counsel;

(c) They understand the terms and consequences of this Release and of the releases it contains; and

(d) They are fully aware of the legal and binding effect of this Release.

IN WITNESS WHEREOF, each of the Parties has executed this Release, in the case of the Company by a duly authorized officer, as of the day and year written below.

COMPANY:

LATTICE SEMICONDUCTOR CORPORATION

By: _____ Date: _____

Title: _____

EMPLOYEE:

_____ Date: _____

Max Downing

[DO NOT SIGN PRIOR TO THE TERMINATION DATE]

Exhibit A (Exec Off Emp Agmt)

Exhibit 10.3

EXECUTION

November 3, 2016

Max Downing

Dear Max:

Reference is made to the Agreement and Plan of Merger by and among Lattice Semiconductor Corporation (the "Company"), Canyon Bridge Acquisition Company, Inc. ("Parent") and the other parties thereto, dated as of November 3, 2016 (the "Merger Agreement"), the Employment Agreement, dated November 3, 2016, by and between you and the Company (the "Employment Agreement"). Capitalized terms used but not otherwise defined herein have the meaning set forth in the Merger Agreement.

In consideration of your continued employment with the Company following the Effective Time and your receipt of consideration in the Merger in respect of your Company RSUs and your Company Stock Options, you hereby agree and acknowledge that, effective as of the Closing Date, you waive any right you may have to any payments and benefits, whether under your Employment Agreement, any compensatory equity award agreement or otherwise, as a result of, or in connection with, a diminution or adverse change to your duties, authority, title or responsibilities in connection with the Merger, including, for the avoidance of doubt, your right to receive the termination benefits described in Section 6 of the Employment Agreement upon a termination of your employment with the Company for Good Reason (as defined in the Employment Agreement). You acknowledge and agree that the changes to your duties, authority, title and responsibilities as of immediately following the Closing Date that occur as a result of the Merger, or as a result of the Company no longer being a publicly traded/listed corporation, do not constitute Good Reason.

This Letter Agreement will be null, void and have no force and effect if the Merger Agreement is terminated and the Merger does not occur. You acknowledge and agree that this Letter Agreement is intended to be a material inducement for Parent to enter into the Merger Agreement and effect the transactions contemplated thereby, and Parent is relying on your execution and delivery of this Letter Agreement in determining whether to proceed to consummate the Merger. You also acknowledge and agree that your continued employment with the Company following the Effective Time and your receipt of consideration in the Merger in respect of your Company RSUs and your Company Stock Options represents material and sufficient consideration for this Letter Agreement. By agreeing to this Letter Agreement, you further hereby waive and release any and all known or unknown rights to assert a claim that the consummation of the Merger, or changes to the terms and conditions of your employment as a result of the Merger, and made as a (direct or indirect) result of the Merger, constitute Good Reason under the Employment Agreement (as amended by this Letter Agreement).

This Letter Agreement, together with the Employment Agreement, represents the entire agreement and understanding between the Company, Parent and you as to the subject matter herein and supersedes all prior or contemporaneous agreements whether written or oral. This Letter Agreement may be modified only by written agreement executed the Company, Parent and you that is designated as a further amendment to this Letter Agreement. You acknowledge and agree that you are entering into this Letter Agreement voluntarily and without duress, and that nothing in this Letter Agreement constitutes "Good Reason" as defined under your Employment Agreement.

[*Signature page follows*]

Please sign below to indicate your acknowledgment and acceptance of the terms of this Letter Agreement.

Very truly yours,

LATTICE SEMICONDUCTOR
CORPORATION

By: /s/ Darin G. Billerbeck
Name: Darin G. Billerbeck
Title: President & CEO

Please sign below to indicate your acknowledgment and acceptance of the terms of this Letter Agreement.

Very truly yours,

CANYON BRIDGE ACQUISITION COMPANY, INC.

By: /s/ Benjamin Bin Chow
Name: Benjamin Bin Chow
Title: President

Please sign below to indicate your acknowledgment and acceptance of the terms of this Letter Agreement.

Agreed to and acknowledged
as of the 3 day of November, 2016:

/s/ Max Downing
Name: Max Downing

Exhibit 10.4

Execution Version

November 3, 2016

Glen Hawk

Dear Glen:

Reference is made to the Agreement and Plan of Merger by and among Lattice Semiconductor Corporation (the "Company"), Canyon Bridge Acquisition Company, Inc. ("Parent") and the other parties thereto, dated as of November 3, 2016 (the "Merger Agreement") and the Employment Agreement, dated November 6, 2015, by and between you and the Company (the "Employment Agreement"). Capitalized terms used but not otherwise defined herein have the meaning set forth in the Merger Agreement.

In consideration of your continued employment with the Company following the Effective Time, your severance protections as set forth in the Employment Agreement as modified herein and your receipt of cash consideration in the Merger in respect of your Company RSUs and your Company Stock Options (whether payable at Closing or post-Closing), you hereby agree and acknowledge pursuant to this letter agreement (this "Letter Agreement") as follows:

1. Effective as of the Closing Date, you waive any right you may have to any payments and benefits, whether under your Employment Agreement, any compensatory equity award agreement or otherwise, as a result of, or in connection with, a diminution or adverse change to your duties, authority, title or responsibilities solely in connection with the Merger, including, for the avoidance of doubt, your right to receive the termination benefits described in Section 6 of the Employment Agreement upon a termination of your employment with the Company for Good Reason (as defined in the Employment Agreement). You acknowledge and agree that the changes to your duties, authority, title and responsibilities as of immediately following the Closing Date that occur as a result of the Merger, or as a result of the Company no longer being a publicly traded/listed corporation, do not constitute Good Reason.

2. Effective as of the Closing Date, Section 6(h) of the Employment Agreement is hereby deleted and replaced in its entirety with the following:

"Good Reason Definition. For all purposes under this Agreement, "Good Reason" shall mean the occurrence of any of the following, without Executive's express written consent: (i) Executive ceases to report to the principal executive officer of the Company; (ii) a material diminution in Executive's Base Salary or Target Amount other than a one-time reduction (not exceeding 10% in the aggregate) that also is applied to substantially all other executive officers of the Company on the principal executive officer's written recommendation or written approval if Executive's reduction is substantially proportionate to, or no greater than (on a percentage basis), the reduction applied to substantially all other executive officers; (iii) the Company's material breach of this Agreement; or (iv) the Company requiring Executive to relocate his primary place of employment to a facility or location that is more than 50 miles from his principal place of employment as of the Effective Date; provided, however, that Executive will only have Good Reason if (A) he notifies the Board in writing of the existence of the condition which he believes constitutes Good Reason within ninety (90) days of the initial existence of such condition (which notice specifically identifies such condition), (B) Company fails to remedy such condition within thirty (30) days after the date on which the Board receives such notice (the "Remedial Period"), and (C) his resignation is effective within thirty (30) days after the expiration of the Remedial Period."

3. Effective as of the Closing Date, Section 6(a) of the Employment Agreement is hereby deleted and replaced in its entirety with the following:

"Severance Pay. If there is an Involuntary Termination (as defined below) of Executive's Employment, then the Company shall pay Executive an amount equal to of the greater of (i) $630,000 or (ii) one (1) times the sum of Executive's then Base Salary and Target Amount (with no pro ration), in each case, as in effect on the date of the Involuntary Termination (collectively in the aggregate, the "Cash Severance"). Such Cash Severance shall be made in a single lump sum cash payment to Executive on the effective date of the separation agreement referenced in Section 8(a). Executive shall also be entitled to receive the benefits set forth in Section 6(b)."

4. If you remain continuously Employed (as defined in the Employment Agreement) until the first anniversary of the Closing Date (the "Severance Vesting Date"), the Company will pay you the Cash Severance (as defined under your Employment Agreement), in a single lump sum, less applicable withholding Tax, on the 30th day following the Severance Vesting Date, subject to your signing and allowing to become effective the Company's standard release of all claims, in the form attached to your Employment Agreement, as of the date hereof (subject to such changes as are necessary for compliance with applicable law). For the avoidance of doubt, if you voluntary terminate your employment without Good Reason prior to the Severance Vesting Date, you will forfeit, and have no right, title or interest in or to, the Cash Severance.

5. Effective as of the Closing Date, Section 6(d) of the Employment Agreement is hereby deleted and replaced in its entirety with the following:

"[Reserved]"

6. Effective as of the Closing Date, the definition of "Compensatory Equity" set forth in Section 2(d) of the Employment Agreement is hereby deleted and replaced in its entirety with the following:

"(any compensatory equity grants to Executive made prior to November 3, 2016, which is the date on which the Company and Canyon Bridge Acquisition Company, Inc. ("Parent") entered into the Agreement and Plan of Merger by and among the Company, Parent and the other parties thereto, together with any rights to receive cash in accordance with Section 2.04(b) of that Agreement and Plan of Merger with respect to such equity grants ("Compensatory Equity"))."

7. The Company shall take all actions necessary to treat all of your Company Stock Options that are outstanding as of the date hereof, whether vested or unvested, as Vested Company Options under Section 2.04(a) of the Merger Agreement.

8. Parent will establish an incentive plan to retain and incentivize Company employees, pursuant to which certain key employees of the Company, including you, will receive incentive awards, the specific terms to be approved by Parent.

9. You agree that except as set forth in this Letter Agreement, all the other provisions of the Employment Agreement shall remain in effect.

This Letter Agreement will be null, void and have no force and effect if the Merger Agreement is terminated and the Merger does not occur. You acknowledge and agree that this Letter Agreement is intended to be a material inducement for Parent to enter into the Merger Agreement and effect the transactions contemplated thereby, and Parent is relying on your execution and delivery of this Letter Agreement in determining whether to proceed to consummate the Merger. You also acknowledge and agree that your continued employment with the Company following the Effective Time and your receipt of consideration in the Merger in respect of your Company RSUs and your Company Stock Options represents material and sufficient consideration for this Letter Agreement. By agreeing to this Letter Agreement, you further hereby waive and release any and all known or unknown rights to assert a claim that the consummation of the Merger, or changes to the terms and conditions of your employment as a result of the Merger, and made as a (direct or indirect) result of the Merger, constitute Good Reason under the Employment Agreement (as amended by this Letter Agreement).

This Letter Agreement, together with the Employment Agreement, represents the entire agreement and understanding between the Company, Parent and you as to the subject matter herein and supersedes all prior or contemporaneous agreements whether written or oral. This Letter Agreement may be modified only by written agreement executed the Company, Parent and you that is designated as a further amendment to this Letter Agreement. You acknowledge and agree that you are entering into this Letter Agreement voluntarily and without duress, and that nothing in this Letter Agreement constitutes "Good Reason" as defined under your Employment Agreement.

[*Signature page follows*]

Please sign below to indicate your acknowledgment and acceptance of the terms of this Letter Agreement.

Very truly yours,

Lattice Semiconductor Corporation

By: /s/ Darin G. Billerbeck
Name: Darin G. Billerbeck
Title: President & CEO

Canyon Bridge Acquisition Company Inc.

By: /s/ Benjamin Bin Chow
Name: Benjamin Bin Chow
Title: President

Agreed to and acknowledged
as of the 2 day of Nov, 2016:

/s/ Glen Hawk
[Employee]

Exhibit 10.5

EXECUTION

November 3, 2016

Byron W. Milstead

Dear Byron:

Reference is made to the Agreement and Plan of Merger by and among Lattice Semiconductor Corporation (the "Company"), Canyon Bridge Acquisition Company, Inc. ("Parent") and the other parties thereto, dated as of November 3, 2016 (the "Merger Agreement") and the Employment Agreement, by and between you and the Company, dated as of May 14, 2008, as amended and restated as of December 8, 2008, and as modified by that certain Singapore Letter of Appointment dated as of January 1, 2016 (the "Employment Agreement"). Capitalized terms used but not otherwise defined herein have the meaning set forth in the Merger Agreement.

In consideration of your continued employment with the Company following the Effective Time and your receipt of consideration in the Merger in respect of your Company RSUs and your Company Stock Options, you hereby agree and acknowledge as follows:

1. Effective as of the Closing Date, you waive any right you may have to any payments and benefits, whether under your Employment Agreement, any compensatory equity award agreement or otherwise, as a result of, or in connection with, a diminution or adverse change to your duties, authority, title or responsibilities in connection with the Merger, including, for the avoidance of doubt, your right to receive the termination benefits described in Section 6 of the Employment Agreement upon a termination of your employment with the Company for Good Reason (as defined in the Employment Agreement). You acknowledge and agree that the changes to your duties, authority, title and responsibilities as of immediately following the Closing Date that occur as a result of the Merger, or as a result of the Company no longer being a publicly traded/listed corporation, do not constitute Good Reason.

2. Effective as of the Closing Date, Section 6(h) of the Employment Agreement is hereby deleted and replaced in its entirety with the following:

"Good Reason Definition. For all purposes under this Agreement, "Good Reason" shall mean the occurrence of any of the following, without Executive's express written consent: (i) a material diminution of Executive's duties or responsibilities, provided that no change in duties or responsibilities shall constitute Good Reason if, after such change, the Company's Board of Directors determines that Executive will report to either the CEO or the Company's Chief Operating Officer; (ii) a material diminution Executive's Base Salary or Target Amount other than a one-time reduction (not exceeding 10% in the aggregate) that also is applied to substantially all other executive officers of the Company on the CEO's written recommendation or written approval if Executive's reduction is substantially proportionate to, or no greater than (on a percentage basis), the reduction applied to substantially all other executive officers; (iii) the Company's material breach of this Agreement; or (iv) the Company requiring Executive to relocate his primary place of employment to a facility or location that is more than 30 miles from his principal place of employment as of the Effective Date; provided, however, that Executive will only have Good Reason if (A) he notifies the Board in writing of the existence of the condition which he believes constitutes Good Reason within ninety (90) days of the initial existence of such condition (which notice specifically identifies such condition), (B) Company fails to remedy such condition within thirty (30) days after the date on which the Board receives such notice (the "Remedial Period"), and (C) his resignation is effective within thirty (30) days after the expiration of the Remedial Period."

3. Effective as of the Closing Date, the definition of "Compensatory Equity" set forth in Section 2(d) of the Employment Agreement is hereby deleted and replaced in its entirety with the following:

"(any compensatory equity grants to Executive made prior to November 3, 2016, which is the date on which the Company and Canyon Bridge Acquisition Company, Inc. ("Parent") entered into the Agreement and Plan of Merger by and among the Company, Parent and the other parties thereto, together with any rights to receive cash in accordance with Section 2.04(b) of that Agreement and Plan of Merger with respect to such equity grants ("Compensatory Equity"))."

This Letter Agreement will be null, void and have no force and effect if the Merger Agreement is terminated and the Merger does not occur. You acknowledge and agree that this Letter Agreement is intended to be a material inducement for Parent to enter into the Merger Agreement and effect the transactions contemplated thereby, and Parent is relying on your execution and delivery of this Letter Agreement in determining whether to proceed to consummate the Merger. You also acknowledge and agree that your continued employment with the Company following the Effective Time and your receipt of consideration in the Merger in respect of your Company RSUs and your Company Stock Options represents material and sufficient consideration for this Letter Agreement. By agreeing to this Letter Agreement, you further hereby waive and release any and all known or unknown rights to assert a claim that the consummation of the Merger, or changes to the terms and conditions of your employment as a result of the Merger, and made as a (direct or indirect) result of the Merger, constitute Good Reason under the Employment Agreement (as amended by this Letter Agreement).

This Letter Agreement, together with the Employment Agreement, represents the entire agreement and understanding between the Company, Parent and you as to the subject matter herein and supersedes all prior or contemporaneous agreements whether written or oral. This Letter Agreement may be modified only by written agreement executed the Company, Parent and you that is designated as a further amendment to this Letter Agreement. You acknowledge and agree that you are entering into this Letter Agreement voluntarily and without duress, and that nothing in this Letter Agreement constitutes "Good Reason" as defined under your Employment Agreement.

[*Signature page follows*]

Please sign below to indicate your acknowledgment and acceptance of the terms of this Letter Agreement.

Very truly yours,

LATTICE SEMICONDUCTOR
CORPORATION

By: /s/ Darin G. Billerbeck
Name: Darin G. Billerbeck
Title: President & CEO

Please sign below to indicate your acknowledgment and acceptance of the terms of this Letter Agreement.

Very truly yours,

CANYON BRIDGE ACQUISITION COMPANY, INC.

By: /s/ Benjamin Bin Chow
Name: Benjamin Bin Chow
Title: President

Please sign below to indicate your acknowledgment and acceptance of the terms of this Letter Agreement.

Agreed to and acknowledged
as of the 3rd day of November, 2016:

/s/ Byron W. Milstead
Name: Byron W. Milstead