
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

AMENDMENT NO. 1

to

FORM S-3

REGISTRATION STATEMENT
Under
The Securities Act of 1933

LATTICE SEMICONDUCTOR CORPORATION

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

93-0835214
(I.R.S. Employer
Identification Number)

5555 N.E. Moore Court
Hillsboro, Oregon 97124-6421
(503) 268-8000

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Stephen A. Skaggs
Chief Financial Officer
Lattice Semiconductor Corporation
5555 N.E. Moore Court
Hillsboro, Oregon 97124-6421
(503) 268-8000

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copy to:

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Wilson Sonsini Goodrich & Rosati
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650 Page Mill Road
Palo Alto, CA 94304
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Approximate date of commencement of proposed sale to the public:
As soon as practicable after the effective date of this Registration Statement.

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

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

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

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

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

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities To be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, \$0.01 par value per share	2,489,965(1)	\$6.24(2)	\$15,537,381.60	\$1,429.00(3)

- (1) Includes 119,074 shares of the Registrant's Common Stock issuable upon exercise of an outstanding warrant and 27,124 shares of the Registrant's Common Stock issuable upon exercise of outstanding stock options.
- (2) The proposed Maximum Offering Price Per Share was estimated pursuant to Rule 457(c) under the Securities Act of 1933, as amended, under which rule the per share price is estimated by reference to the average of the high and low prices of the Registrant's Common Stock on the Nasdaq National Market on September 3, 2002.
- (3) The registration fee was previously paid.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date

The information in this prospectus is not complete and may be changed. The selling security holders may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED OCTOBER 17, 2002

PRELIMINARY PROSPECTUS

2,489,965 Shares

Lattice Semiconductor Corporation

Common Stock

This prospectus relates to an aggregate of 2,489,965 shares of common stock, \$0.01 par value, of Lattice Semiconductor Corporation that are offered for the accounts of the security holders of Lattice identified in this prospectus under the caption "Selling Security Holders." This prospectus may be used by former shareholders of Cerdelinx Technologies, Inc. to resell up to 2,343,767 shares of our common stock issued to them in connection with our acquisition of Cerdelinx. This prospectus may also be used by former directors and consultants of Cerdelinx to resell up to 27,124 shares of our common stock issuable to them upon exercise of stock options that we assumed in the Cerdelinx acquisition. Additionally, Bain & Company, Inc. may use this prospectus to resell up to 119,074 shares of our common stock issuable upon exercise of a warrant.

The selling security holders are offering all of the shares to be sold in this offering. We will not receive any of the proceeds from the resale of the shares covered by this prospectus.

Our common stock is traded on the Nasdaq National Market under the symbol "LSCC." On October 16, 2002, the last reported sale price for the common stock on the Nasdaq National Market was \$5.37 per share.

Investing in the common stock involves risks. See "Risk Factors" beginning on page 3 to read about risk factors you should consider before buying the common stock.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is October , 2002.

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No dealer, salesperson or other person is authorized to give any information or to represent anything not contained in this prospectus. You must not rely on any unauthorized information or representations. This prospectus is an offer to sell only the shares offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus is current only as of its date.

We design, develop and market high performance programmable logic devices, or PLDs, and related software. Programmable logic devices are widely used semiconductor components that can be configured by the end customer as specific logic circuits, and enable the end customer to shorten design cycle times and reduce development costs.

We were incorporated in Oregon in 1983 and reincorporated in Delaware in 1985. Our principal executive offices are located at 5555 N.E. Moore Court, Hillsboro, Oregon 97124-6421, and our telephone number at that location is (503) 268-8000. Unless the context otherwise requires, references in this prospectus to "we," "us," "our" and "Lattice" refer to Lattice Semiconductor Corporation and its consolidated subsidiaries.

On August 26, 2002, pursuant to an Agreement and Plan of Reorganization, dated as of July 15, 2002 and amended on July 24, 2002, among us, Octopus Acquisition Corporation, which was a wholly-owned subsidiary of ours, Cerdelinx Technologies, Inc., which we refer to in this prospectus as Cerdelinx, and certain other parties, Octopus Acquisition Corporation merged into Cerdelinx and Cerdelinx became a wholly-owned subsidiary of ours. As a result of the merger, each outstanding share of Cerdelinx capital stock was converted into a right to receive shares of our common stock, and each outstanding Cerdelinx stock option was assumed by us and became exercisable for shares of our common stock. We agreed, pursuant to a registration rights agreement entered into in connection with the merger, to register for resale the shares of our common stock issued in the merger to the former shareholders of Cerdelinx. This prospectus covers the resale by the former shareholders of Cerdelinx of the 2,343,767 shares issued to them in the merger. This prospectus also covers the resale of up to 27,124 shares of our common stock issuable upon exercise of stock options assumed by us in the Cerdelinx acquisition that are held by former directors and consultants of Cerdelinx.

Bain & Company, Inc., which we refer to in this prospectus as Bain, may use this prospectus to resell up to 119,074 shares of our common stock, which shares are issuable upon exercise of a warrant granted to Bain in connection with consulting services provided to us. The warrant vests at a rate of 9,922.83 shares on the first day of each month, beginning March 1, 2002, subject to Bain's continued service as a consultant to us.

RISK FACTORS

You should carefully consider the risks described below before making an investment decision. If any of the following risks actually occurs, our business, financial condition and results of operations could be harmed. This could cause the trading price of our common stock to decline, and you may lose all or part of your investment.

A continuing downturn in the communications equipment or computing end markets has caused a reduction in demand for our products and limited our ability to maintain or increase our revenue and profit levels.

A significant portion of our revenue is derived from customers in the communications equipment and computing end markets. A downturn in the overall global economy or in the economies of the countries where we derive significant revenue could lead to a contraction of capital spending on information technology. This in turn could lead to a reduction in the demand for communications or computing equipment and for our products.

Due to a deterioration in overall economic conditions and a significant reduction in information technology capital spending, the communications and computing end markets are currently experiencing significant and prolonged downturns. In addition, the abrupt transition from an environment of rapid growth to the current environment in these end equipment markets resulted in an excess of component

inventory within our end customers. At present and in the future when these or other similar conditions exist, there is likely to be an adverse effect on our operating results.

The cyclical nature of the semiconductor industry may limit our ability to maintain or increase revenue and profit levels during current or future industry downturns.

The semiconductor industry is highly cyclical, to a greater extent than other less dynamic or less technology-driven industries. Our financial performance has periodically been negatively affected by downturns in the semiconductor industry. Factors that contribute to these industry downturns include:

- the cyclical nature of the demand for the products of semiconductor customers;
- general reductions in inventory levels by customers;
- excess production capacity;
- general decline in end-user demand; and
- accelerated declines in average selling prices.

Beginning in 2001, the semiconductor industry experienced a significant downturn. At present and in the future when these or other similar conditions exist, there is likely to be an adverse effect on our operating results.

We may experience unexpected difficulties integrating the FPGA business which we recently purchased from Agere.

On January 18, 2002, we acquired the field programmable gate array, or FPGA, business of Agere Systems and are currently in the process of completing the integration of this business with our operations. If our integration is unsuccessful, more difficult or more time consuming than originally planned, we may incur unexpected disruptions to our ongoing business. These disruptions could harm our operating results. Further, the following specific factors may adversely affect our ability to integrate the FPGA business of Agere:

- we may experience unexpected losses of key employees or customers;
- we may not achieve expected levels of revenue growth, cost reduction and profitability improvement;
-

we may not be able to coordinate our new product and process development in a way which permits us to bring future new products to the market in a timely manner;

- we may experience unexpected costs and discover unexpected liabilities; and
- we may experience difficulties or delays in conforming the standards, processes, procedures and controls of our two businesses.

In addition, as part of our acquisition, we entered into agreements with Agere to obtain certain manufacturing, intellectual property and transition support and services. In the event that Agere fails to provide this support and service, or provides such support and service at a level of quality and timeliness inconsistent with the historical delivery of such support and service, our ability to integrate the FPGA business will be hampered and our operating results may be harmed.

We may be unsuccessful in defining, developing or selling new products required to maintain or expand our business.

As a semiconductor company, we operate in a dynamic environment marked by rapid product obsolescence. Our future success depends on our ability to introduce new or improved products that

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meet customer needs while achieving acceptable margins. If we fail to introduce these new products in a timely manner or these products fail to achieve market acceptance, our operating results would be harmed.

The introduction of new products in a dynamic market environment presents significant business challenges. Product development commitments and expenditures must be made well in advance of product sales. The market reception of new products depends on accurate projections of long-term customer demand, which by their nature are uncertain.

Our future revenue growth is dependent on market acceptance of our new product families and the continued market acceptance of our software development tools. The success of these products is dependent on a variety of specific technical factors including:

- successful product definition;
- timely and efficient completion of product design;
- timely and efficient implementation of wafer manufacturing and assembly processes;
- product performance; and
- the quality and reliability of the product.

If, due to these or other factors, our new products do not achieve market acceptance, our operating results would be harmed.

Our products may not be competitive if we are unsuccessful in migrating our manufacturing processes to more advanced technologies or alternative fabrication facilities.

To develop new products and maintain the competitiveness of existing products, we need to migrate to more advanced wafer manufacturing processes that use larger wafer sizes and smaller device geometries. We also may need to use additional foundries. Because we depend upon foundries to provide their facilities and support for our process technology development, we may experience delays in the availability of advanced wafer manufacturing process technologies at existing or new wafer fabrication facilities. As a result, volume production of our advanced process technologies at the fabs of Seiko Epson, United Microelectronics Corporation, which we refer to in this prospectus as UMC, or future foundries may not be achieved. This could harm our operating results.

In late 2001, UMC informed us that as part of an overall capacity rationalization they were planning to close certain of their fabrication facilities. We were developing an advanced wafer manufacturing process at one of the UMC fabs that has been closed. With UMC's support, we have transferred this process to alternative UMC fabs. However, as a result, our new product introduction schedules were delayed. This could harm our operating results.

Our marketable securities, which we hold for strategic reasons, are subject to equity price risk and their value may fluctuate.

Currently we hold substantial equity in UMC Corporation, which we acquired as part of a strategic investment to obtain certain manufacturing rights. The market price and valuation of these equity shares has fluctuated widely due to market and other conditions over which we have little control. During the year ended December 31, 2001, we recorded a \$152.8 million pre-tax impairment loss related to this investment. In the future, UMC shares may continue to experience significant price volatility. In the second quarter of 2002, we began selling a portion of our unrestricted UMC shares, but have otherwise not attempted to reduce or eliminate this equity price risk through hedging or similar techniques and hence substantial, sustained changes in the market price of UMC shares could

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impact our financial results. To the extent that the market value of our UMC shares experiences a significant decline for an extended period of time, our net income could be reduced.

Our future quarterly operating results may fluctuate and therefore may fail to meet expectations.

Our quarterly operating results have fluctuated and may continue to fluctuate. Consequently, our operating results may fail to meet the expectations of analysts and investors. As a result of industry conditions and the following specific factors, our quarterly operating results are more likely to fluctuate and are more difficult to predict than a typical non-technology company of our size and maturity:

- general economic conditions in the countries where we sell our products;
- conditions within the end markets into which we sell our products;
- the cyclical nature of demand for our customers' products;
- excessive inventory accumulation by our end customers;
- the timing of our and our competitors' new product introductions;
- product obsolescence;
- the scheduling, rescheduling and cancellation of large orders by our customers;
- our ability to develop new process technologies and achieve volume production at the fabs of Seiko Epson, UMC or at other foundries;
- changes in manufacturing yields;
- adverse movements in exchange rates, interest rates or tax rates; and
- the availability of adequate supply commitments from our wafer foundries and assembly and test subcontractors.

As a result of these factors, our past financial results are not necessarily a good predictor of our future results.

Our stock price may continue to experience large short-term fluctuations.

In recent years, the price of our common stock has fluctuated greatly. These price fluctuations have been rapid and severe and have left investors little time to react. The price of our common stock may continue to fluctuate greatly in the future due to a variety of company specific factors, including:

- quarter-to-quarter variations in our operating results;
- shortfalls in revenue or earnings from levels expected by securities analysts; and
- announcements of technological innovations or new products by other companies.

Presently, our stock price is trading below our consolidated book value. A continued and sustained decline in our stock price may result in a write-off of goodwill as required by SFAS 142.

Our wafer supply may be interrupted or reduced, which may result in a shortage of finished products available for sale.

We do not manufacture finished silicon wafers. Currently, our silicon wafers are manufactured by Seiko Epson in Japan, UMC in Taiwan, Chartered Semiconductor in Singapore and Agere Systems in the United States. If Seiko Epson, through its U.S. affiliate, Epson Electronics America, UMC or Chartered significantly interrupts or reduces our wafer supply, our operating results could be harmed.

In the past, we have experienced delays in obtaining wafers and in securing supply commitments from our foundries. At present, we anticipate that our supply commitments are adequate. However, these existing supply commitments may not be sufficient for us to satisfy customer demand in future periods. Additionally, notwithstanding our supply commitments we may still have difficulty in obtaining wafer deliveries consistent with the supply commitments. We negotiate wafer prices and supply commitments from our suppliers on at least an annual basis. If any of Seiko Epson, Epson Electronics America, UMC or Chartered were to reduce its supply commitment or increase its wafer prices, and we cannot find alternative sources of wafer supply, our operating results could be harmed.

Many other factors that could disrupt our wafer supply are beyond our control. Since worldwide manufacturing capacity for silicon wafers is limited and inelastic, we could be harmed by significant industry-wide increases in overall wafer demand or interruptions in wafer supply. Additionally, a future disruption of Seiko Epson's, UMC's or Chartered's foundry operations as a result of a fire, earthquake or other natural disaster could disrupt our wafer supply and could harm our operating results.

If our foundry partners experience quality or yield problems, we may face a shortage of finished products available for sale.

We depend on our foundries to deliver reliable silicon wafers with acceptable yields in a timely manner. As is common in our industry, we have experienced wafer yield problems and delivery delays. If our foundries are unable to produce silicon wafers that meet our specifications, with acceptable yields, for a prolonged period, our operating results could be harmed.

The majority of our revenue is derived from products based on a specialized silicon wafer manufacturing process technology called E²CMOS. The reliable manufacture of high performance E²CMOS semiconductor wafers is a complicated and technically demanding process requiring:

- a high degree of technical skill;
- state-of-the-art equipment;
- the absence of defects in the masks used to print circuits on a wafer;
- the elimination of minute impurities and errors in each step of the fabrication process; and

- effective cooperation between us and the wafer supplier.

As a result, our foundries may experience difficulties in achieving acceptable quality and yield levels when manufacturing our silicon wafers.

If our assembly and test subcontractors experience quality or yield problems, we may face a shortage of finished products available for sale.

We rely on subcontractors to assemble and test our devices with acceptable quality and yield levels. As is common in our industry, we have experienced quality and yield problems in the past. If we experience prolonged quality or yield problems in the future, our operating results could be harmed.

The majority of our revenue is derived from semiconductor devices assembled in advanced packages. The assembly of advanced packages is a complex process requiring:

- a high degree of technical skill;
- state-of-the-art equipment;
- the absence of defects in lead frames used to attach semiconductor devices to the package;
- the elimination of raw material impurities and errors in each step of the process; and
- effective cooperation between us and the assembly subcontractor.

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As a result, our subcontractors may experience difficulties in achieving acceptable quality and yield levels when assembling and testing our semiconductor devices.

Deterioration of conditions in Asia may disrupt our existing supply arrangements and result in a shortage of finished products available for sale.

All three of our major silicon wafer suppliers operate fabs located in Asia. Our finished silicon wafers are assembled and tested by independent subcontractors located in China, Malaysia, the Philippines, Singapore, South Korea, Taiwan and Thailand. A prolonged interruption in our supply from any of these subcontractors could harm our operating results.

Economic, financial, social and political conditions in Asia have historically been volatile. Financial difficulties, governmental actions or restrictions, prolonged work stoppages or any other difficulties experienced by our suppliers may disrupt our supply and could harm our operating results.

Our wafer purchases from Seiko Epson are denominated in Japanese yen. The value of the dollar with respect to the yen fluctuates. Substantial deterioration of dollar-yen exchange rates could harm our operating results.

Export sales account for a substantial portion of our revenues and may decline in the future due to economic and governmental uncertainties.

Our export sales are affected by unique risks frequently associated with foreign economies including:

- changes in local economic conditions;
- exchange rate volatility;
- governmental controls and trade restrictions;
- export license requirements and restrictions on the export of technology;
- political instability or terrorism;
- changes in tax rates, tariffs or freight rates;
- interruptions in air transportation; and
- difficulties in staffing and managing foreign sales offices.

For example, our export sales have historically been affected by regional economic crises. Significant changes in the economic climate in the foreign countries where we derive our export sales could harm our operating results.

We may not be able to successfully compete in the highly competitive semiconductor industry.

The semiconductor industry is intensely competitive and many of our direct and indirect competitors have substantially greater financial, technological, manufacturing, marketing and sales resources. If we are unable to compete successfully in this environment, our future results will be adversely affected.

The current level of competition in the programmable logic market is high and may increase as our market expands. We currently compete directly with companies that have licensed our products and technology or have developed similar products. We also compete indirectly with numerous semiconductor companies that offer products and solutions based on alternative technologies. These direct and indirect competitors are established multinational semiconductor companies as well as

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emerging companies. We also may experience significant competition from foreign companies in the future.

We may fail to retain or attract the specialized technical and management personnel required to successfully operate our business.

To a greater degree than most non-technology companies or larger technology companies, our future success depends on our ability to attract and retain highly qualified technical and management personnel. As a mid-sized company, we are particularly dependent on a relatively small group of key employees. Competition for skilled technical and management employees is intense within our industry. As a result, we may not be able to retain our existing key technical and management personnel. In addition, we may not be able to attract additional qualified employees in the future. If we are unable to retain existing key employees or are unable to hire new qualified employees, our operating results could be adversely affected.

If we are unable to adequately protect our intellectual property rights, our financial results and competitive position may suffer.

Our success depends in part on our proprietary technology. However, we may fail to adequately protect this technology. As a result, we may lose our competitive position or face significant expense to protect or enforce our intellectual property rights.

We intend to continue to protect our proprietary technology through patents, copyrights and trade secrets. Despite this intention, we may not be successful in achieving adequate protection. Claims allowed on any of our patents may not be sufficiently broad to protect our technology. Patents issued to us also may be challenged, invalidated or circumvented. Finally, our competitors may develop similar technology independently.

Companies in the semiconductor industry vigorously pursue their intellectual property rights. If we become involved in protracted intellectual property disputes or litigation we may utilize substantial financial and management resources, which could have an adverse effect on our operating results.

Our industry is characterized by frequent claims regarding patent and other intellectual property rights of others. We have been, and from time-to-time expect to be, notified of claims that we are infringing the intellectual property rights of others. If any third party makes a valid claim against us, we could face significant liability and could be required to make material changes to our products and processes. In response to any claims of infringement, we may seek licenses under patents that we are alleged to be infringing. However, we may not be able to obtain a license on favorable terms or without our operating results being adversely affected.

YOU SHOULD NOT RELY ON FORWARD-LOOKING STATEMENTS BECAUSE THEY ARE INHERENTLY UNCERTAIN

This prospectus, including the documents that we incorporate by reference, contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Any statements about our expectations, beliefs, plans, objectives, assumptions or future events or performance are not historical facts and may be forward-looking. We use words or phrases such as "anticipate," "estimate," "plans," "project," "continuing," "ongoing," "expect," "management believes," "we believe," "we intend" and similar words or phrases to identify forward-looking statements.

Forward-looking statements involve estimates, assumptions and uncertainties that could cause actual results to differ materially from those expressed in them. Any forward-looking statements are qualified in their entirety by reference to the factors discussed throughout this prospectus. Among the key factors that could cause our actual results to differ materially from the forward-looking statements are:

- delay in product or technology development;
- change in economic conditions of the various markets we serve;
- lack of market acceptance or demand for our new products;
- dependencies on silicon wafer suppliers and semiconductor assemblers;
- the impact of competitive products and pricing;
- opportunities or acquisitions that we pursue; and
- the availability and terms of financing.

You should not unduly rely on forward-looking statements because our actual results could materially differ from those expressed in any forward-looking statements made by us. Further, any forward-looking statement applies only as of the date on which it is made. We are not required to update any forward-looking statement or statements to reflect events or circumstances after the date on which such statement is made or to reflect the occurrence of unanticipated events.

USE OF PROCEEDS

We will not receive any proceeds from the sale of the common stock by the selling security holders.

DIVIDEND POLICY

We have never declared or paid cash dividends on our common stock. Our Board of Directors currently intends to retain all earnings for use in our business. Therefore, we do not anticipate declaring or paying any cash dividends on our common stock in the foreseeable future.

This prospectus relates to the periodic offers and sales by the selling security holders identified below of up to an aggregate of 2,489,965 shares of our common stock. The shares to be offered by Bain are issuable upon exercise of a warrant to purchase our common stock. The shares to be offered by the remaining selling security holders listed below represent shares issued by us to the former shareholders of Cerdelinx in connection with the Cerdelinx acquisition and shares issuable upon exercise of stock options assumed by us in the Cerdelinx acquisition that are held by certain former directors and consultants of Cerdelinx. Pursuant to the terms of a registration rights agreement entered into in connection with the Cerdelinx acquisition, we have agreed with the former Cerdelinx shareholders to use our reasonable efforts to keep the registration statement, of which this prospectus constitutes a part, effective for up to one year following August 26, 2002, the closing date of the acquisition, which period may be shortened or extended under certain circumstances.

The following table sets forth the number of shares of our common stock beneficially owned by each selling security holder prior to the offering, and the number of shares to be offered for the account of each selling security holder. No estimate can be given as to the number of shares that will be held by any selling security holder after completion of this offering because the selling security holders may offer all or some of the shares and because we are not aware of any agreements, arrangements or understandings with respect to the sale of any of the shares. Except as set forth in the footnotes below, none of the selling security holders has had a position, office or other material relationship with us within the past three years other than as a result of the ownership of our common stock or other securities of ours.

Name of Holder	Number of Shares Beneficially Owned(1) (2)	Percent of Outstanding Shares(1)	Number of Shares to be Offered for Sale Hereby(2)
Alliance Logistics Limited(3)(4)	45,280	*	45,280
Bain & Company, Inc.(5)	714,750	*	119,074
Edwin Chan(6)	27,561	*	27,561
Mei-Shen Chao	9,843	*	9,843
Chang Yong Chen	24,608	*	24,608
Yu-Shang Chen	4,921	*	4,921
Exceed Investments Limited(7)	24,608	*	24,608
Yongmin Ge(6)	13,780	*	13,780
Haw-Ming Haung	12,304	*	12,304
Ching-Ju Hsu	19,687	*	19,687
Jui Chuan Hsu	14,765	*	14,765
Hsun Chieh Investment Corporation Ltd.(3)(8)	492,175	*	492,175
Jeff Huang	13,780	*	13,780
Lu-Chien Huang	5,906	*	5,906
Hong Jia(6)	25,593	*	25,593
Xueping Jiang(6)	27,561	*	27,561
Jian Jin(6)	19,687	*	19,687
Joinwin Investment Co., Ltd.(3)	123,043	*	123,043
Benson Lee(9)	163	*	163
Kochung Lee(6)	27,561	*	27,561
Guann-Pyng Li(9)	13,944	*	13,944
Tejen Lin(3)(10)	259,868	*	259,868
Wendy W.C. Lo	7,382	*	7,382
Mission Associates II(11)	12,304	*	12,304
Jian Niu(9)	221	*	221

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Anpang OuYang(9)	492	*	492
Hsiao-Chen Peng	12,304	*	12,304
Ming Qu(3)(10)	259,868	*	259,868
Fernando Roque Dos Remedios(6)	19,687	*	19,687
Savage Venture Limited(3)(12)	39,374	*	39,374
Dennis Segers(9)	12,304	*	12,304
Dan Jun Wang	5,906	*	5,906
Dean Westly	3,821	*	3,821
Weijia Wu(6)	23,624	*	23,624
Vicky Xu(6)	19,687	*	19,687
Xia Ye	159	*	159
Chung Yuan Yu(3)	464,613	*	464,613
Zhengyu Yuan(6)	4,921	*	4,921
Ji Zhao(3)(10)	259,868	*	259,868
Xiang Zhu(6)	17,718	*	17,718

* Less than one percent of our outstanding common stock.

- (1) The number and percentage of shares beneficially owned is determined in accordance with Rule 13d-3 of the Exchange Act. The percentage of beneficial ownership is based on 112,308,169 shares of common stock outstanding on October 1, 2002.
- (2) Includes an aggregate of 468,758 shares of common stock held in an escrow account to secure indemnification obligations of certain of the selling security holders to us in connection with the acquisition of Cerdelinx. The escrow will expire on August 26, 2003, to the extent no indemnification claims have been made. The shares may not be sold unless and until they are no longer subject to the escrow.
- (3) Approximately 24.1% of the total shares of common stock beneficially owned by the selling security holder are held in the escrow account referenced in note 2 above.
- (4) Chen Hen-Tsen, director of Alliance Logistics Limited, exercises voting and investment power with respect to the shares.
- (5)

Number of shares beneficially owned includes an aggregate of 679,460 shares of common stock issuable upon exercise of warrants exercisable within 60 days of October 1, 2002. The 119,074 shares of common stock to be offered by Bain hereby are issuable upon exercise of a warrant, which vests at a rate of 9,922.83 shares on the first day of each month, subject to Bain's continued service as a consultant to us. The vesting period for the warrant commenced on March 1, 2002. As of October 1, 2002, the warrant was exercisable for 79,382 shares.

- (6) The selling security holder became an employee of ours upon the consummation of our acquisition of Cerdelinx. The shares beneficially owned by the selling security holder were acquired upon exercise of a stock option, and are subject to the terms of a stock restriction agreement entered into by the selling security holder at the time of exercise. Under the terms of the stock restriction agreement, we have an option to repurchase the shares held by the selling security holder in the event the selling security holder's employment with us terminates for any reason. If the repurchase option is triggered, we have 90 days following the date of the employee's termination to repurchase the shares. The purchase price that we must pay to repurchase any shares is equal to the original purchase price paid

by the selling security holder for the shares. The shares will be released from the repurchase option over time in accordance with the vesting schedule applicable

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to the original stock option. The selling security holder may not sell the shares subject to the repurchase option unless and until the shares are released from the repurchase option.

- (7) Exceed Investments Limited is a British Virgin Islands company owned by Gary Tseng and Tina Cheng. Mr. Tseng exercises voting and investment power with respect to the shares.
- (8) Hsun Chieh Investment Co., Ltd. ("Hsun Chieh") is a subsidiary of UMC, which is one of our foundry partners. Hsun Chieh and UMC share voting and dispositive power with respect to the Lattice shares held by Hsun Chieh. We source silicon wafers from UMC pursuant to agreements with UMC and certain of its affiliates, and negotiate wafer volumes, prices and other terms with UMC and its affiliates on a periodic basis. Beginning in 1995, we entered into a series of agreements with UMC pursuant to which we agreed to make several equity investments in entities now directly owned by UMC. Under the terms of these agreements, we invested approximately \$69.2 million for the right to purchase a percentage of UMC's wafer production at market prices. As of September 1, 2002, we owned approximately 88 million shares of UMC common stock. We will retain the right to purchase a certain percentage of UMC's wafer production as long as we retain a certain percentage of these shares.
- (9) The shares beneficially owed by the selling security holder consist of shares issuable upon exercise of options assumed by us in connection with the Cerdelinx acquisition, which were granted to the selling security holder under Cerdelinx's 2001 Stock Option Plan.
- (10) The selling security holder became an employee of ours upon the consummation of the acquisition of Cerdelinx. Seventy-five percent of the shares beneficially owned by the selling security holder are subject to the terms of a stock repurchase agreement entered into by the selling security holder at the time of the merger. Under the terms of the stock repurchase agreement, we have an option to repurchase the shares that are subject to the agreement in the event the selling security holder resigns from employment without good reason, if we terminate the selling security holder's employment for good cause, or if the selling security holder violates the terms of a non-competition agreement between us and the selling security holder. If the selling security holder resigns from employment for good reason, or if we terminate the selling security holder's employment without cause, all of the shares will be released from the repurchase option. If the selling security holder's employment terminates due to death or disability, one-third of the shares will be released from the repurchase option. In the event our repurchase option is triggered, the repurchase will occur automatically unless we expressly waive our repurchase right. The purchase price that we must pay to repurchase any shares is equal to the original purchase price paid by the selling security holder for the shares. The shares will be released from the repurchase option in three equal annual installments. The selling security holder may not sell the shares subject to the repurchase option unless and until the shares are released from the repurchase option.
- (11) Yu Shen Victor Liu, Lin Dee Liu, Nay-Ray Wu, Bi-Land Leu and Catherine Huang are the general partners of Mission Associates II, and thus are deemed to beneficially own the shares held by Mission Associates II. The general partners share voting and investment power with respect to the shares based on their respective percentage ownership interests in Mission Associates II.
- (12) Savage Venture Limited is a British Virgin Islands company owned by Charles Hiang Chan, Hsiang-Ping Chung, Ya-Lin Ho, Shun-Yee Pering and Sun Fong Tang. The owners share voting and investment power with respect to the shares based on their respective percentage ownership interests in Savage Venture Limited.

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PLAN OF DISTRIBUTION

A selling security holder, or his pledgee, donee, transferees or other successors in interest, may sell all or a portion of the shares from time to time. The selling security holders will act independently of us in making decisions with respect to the timing, manner and size of each sale. The selling security holders may sell the shares being offered hereby on the Nasdaq National Market, or otherwise, at prices and under terms then prevailing or at prices related to the then current market price, at varying prices or at negotiated prices. The shares may be sold, without limitation, by one or more of the following means of distribution:

- a block trade in which the broker-dealer so engaged will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker or dealer as principal and resale by such broker or dealer for its account pursuant to this prospectus;
- an over-the-counter distribution in accordance with the rules of the Nasdaq National Market;
- ordinary brokerage transactions and transactions in which the broker solicits purchasers; and
- face-to-face or other direct transactions between the selling security holder and purchasers without a broker or other intermediary.

To the extent required, this prospectus may be amended and supplemented from time to time to describe a specific plan of distribution.

In effecting sales, brokers or dealers engaged by the selling security holders may arrange for other brokers or dealers to participate in the resales. Broker-dealers or agents may receive compensation in the form of commissions, discounts or concessions from selling security holders in amounts to be negotiated in connection with the sale. These broker-dealers and agents, any other participating broker-dealers or agents, and the selling security holders may be deemed to be "underwriters" within the meaning of Section 2(11) of the Securities Act of 1933, as amended, in connection with these sales. Accordingly, any commission, discount or concession received by them and any profit on the resale of the shares purchased by them may be deemed to be underwriting discounts or commissions under the Securities Act. Because the selling security holders may be deemed to be "underwriters," the selling security holders will be subject to the prospectus delivery requirements of the Securities Act of 1933, as amended. Additionally, any securities covered by this prospectus that qualify for sale under Rule 144 of the Securities Act of 1933, as amended, may be sold under Rule 144 rather than pursuant to this prospectus.

In connection with distributions of shares or otherwise, the selling security holders may enter into hedging transactions with broker-dealers. In connection with these transactions, broker-dealers may engage in short sales of the shares registered under this prospectus in the course of hedging the positions they assume with selling security holders. The selling security holders may also sell shares short and deliver the shares to close out these short positions. The selling security holders may also enter into option or other transactions with broker-dealers which require the delivery to the broker-dealer of the shares registered under this prospectus, which the broker-dealer may resell pursuant to this prospectus. A selling security holder may also pledge the shares registered under this prospectus to a broker or dealer and upon a default, the broker or dealer may effect sales of the pledged shares under this prospectus.

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We will file a supplement to this prospectus, if required, upon being notified by a selling security holder that any material arrangement has been entered into with a broker-dealer for the sale of shares through a block trade, special offering, secondary distribution, purchase by a broker-dealer or otherwise. The supplement will disclose the name of the selling security holder and participating broker-dealers, the number of shares involved, the price at which the shares were sold, the commissions paid or discounts or concessions allowed to the broker-dealers, and any other facts material to the transaction. We will file a post-effective amendment to the registration statement, of which this prospectus is a part, to include any material information not previously disclosed, or any material change, with respect to the plan of distribution.

We have advised the selling security holders that during the time that they may be engaged in a distribution of the shares included under this prospectus, they are required to comply with Regulation M of the Securities Exchange Act of 1934, as amended. With specified exceptions, Regulation M precludes any selling security holders, any affiliated purchasers and any broker-dealer or other person who participates in a distribution from bidding or purchasing, or attempting to induce any person to bid for or purchase any security which is the subject of the distribution until that entire distribution is complete.

A selling security holder will pay all sales commissions and similar expenses related to the sale of the shares by him. We will pay all expenses related to the registration of the shares. In addition, under the registration rights agreement entered into in connection with the Cerdelix acquisition, we have agreed to indemnify the former Cerdelix shareholders and certain other persons for specified liabilities, including liabilities under the Securities Act of 1933, as amended.

We cannot assure you that the selling security holders will sell all or any of the shares of common stock offered pursuant to this prospectus.

VALIDITY OF COMMON STOCK

The validity of the issuance of the common stock in this offering will be passed upon for us by Wilson Sonsini Goodrich & Rosati, Professional Corporation, Palo Alto, California. Larry W. Sonsini, one of our directors, is Chairman and Chief Executive Officer of Wilson Sonsini Goodrich & Rosati. Mr. Sonsini beneficially owned 33,668 shares of our common stock as of October 1, 2002, including 22,500 shares subject to options exercisable within 60 days of that date.

EXPERTS

The consolidated financial statements incorporated in this Prospectus by reference to the Annual Report on Form 10-K of Lattice Semiconductor Corporation for the year ended December 31, 2001, have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, independent accountants, given on the authority of said firm as experts in auditing and accounting.

WHERE YOU CAN FIND MORE INFORMATION

We file reports, proxy statements and other information with the SEC, in accordance with the Securities and Exchange Act of 1934, as amended. You may read and copy our reports, proxy statements and other information filed by us at the SEC's Public Reference Room at 450 Fifth Street, N.W., Washington, DC 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. Our reports, proxy statements and other information filed with the SEC are available to the public over the Internet at the SEC's World Wide Web site <http://www.sec.gov>.

The Commission allows us to "incorporate by reference" the information we file with them, which means that we can disclose important information by referring you to those documents. The

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information incorporated by reference is considered to be a part of this prospectus, and information that we file later with the Commission will automatically update and supersede this information. We incorporate by reference the documents listed below and any future filings made by us with the Commission under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act until the offering covered by this prospectus is complete:

- Our annual report on Form 10-K for the year ended December 31, 2001, filed on March 26, 2002;
- Our proxy statement for our 2002 Annual Meeting of Stockholders, filed on April 4, 2002;

- Our current report on Form 8-K, filed on February 4, 2002, as amended on April 2, 2002;
- Our Quarterly Report on Form 10-Q for the quarter ended March 31, 2002, filed on May 10, 2002;
- Our Quarterly Report on Form 10-Q for the quarter ended June 30, 2002, filed on August 12, 2002;
- The description of our common stock contained in our registration statement on Form 8-A, filed on September 27, 1989, including any amendments or reports filed for the purpose of updating such description; and
- All of our filings pursuant to the Exchange Act made after the date of the original filing of the registration statement of which this prospectus is a part and prior to the effectiveness of the registration statement.

You may request a copy of these filings, at no cost, by writing or telephoning us at the following address:

Investor Relations Department
 Lattice Semiconductor Corporation
 5555 N.E. Moore Court
 Hillsboro, Oregon 97124-6421
 (503) 268-8000

You should rely only on the information contained in this document or to which we have referred you. We have not authorized anyone to provide you with information that is different. This document may only be used where it is legal to sell these securities. The information in this document may only be accurate as of the date on the front of this document.

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2,489,965 Shares

Lattice Semiconductor Corporation

Common Stock

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

Securities and Exchange Commission registration fee	\$ 1,479.00
Fees and expenses of counsel	20,000.00
Fees and expenses of accountants	2,500.00
Miscellaneous	4,021.00
	<hr/>
Total	\$ 28,000.00
	<hr/>

Except for the Securities and Exchange Commission (the "Commission") registration fee, all of the foregoing expenses have been estimated. All of the above expenses will be paid by Lattice.

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Our Restated Certificate of Incorporation, as amended (the "Certificate"), limits, to the maximum extent permitted by the General Corporation Law of the State of Delaware ("Delaware Law"), as the same exists or may hereafter be amended, the personal liability of directors for monetary damages for their conduct as a director. Lattice's Bylaws provide that Lattice shall indemnify its officers and directors and may indemnify its employees and other agents to the fullest extent permitted by law against expenses, including attorneys fees, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding arising out of their status as our agent. Our Bylaws also allow us to purchase and maintain insurance on behalf of any person who is or was one of our directors, officers, employees or agents against any liability arising out of the person's status as such, whether or not we would have the power to indemnify the person under Delaware Law.

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

Delaware Law does not permit a corporation to eliminate a director's duty of care, and the provisions of the Certificate have no effect on the availability of equitable remedies such as injunction or rescission, based upon a director's breach of the duty of care. Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the "Securities Act"), may be permitted to directors, officers or persons controlling the Registrant pursuant to the foregoing provisions and agreements, we have been informed that in the opinion of the staff of the Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

ITEM 16. EXHIBITS.

EXHIBIT NUMBER	DESCRIPTION
5.1	Opinion of Wilson Sonsini Goodrich & Rosati, Professional Corporation, Counsel to the Registrant.
23.1	Consent of PricewaterhouseCoopers LLP, Independent Accountants.
23.2	Consent of Wilson Sonsini Goodrich & Rosati, Professional Corporation, Counsel to the Registrant (included in Exhibit 5.1).
24.1	Power of Attorney (see page II-4 of the initial filing of this Form S-3).*
99.1	Warrant to Purchase Shares of Common Stock, granted to Bain & Company, Inc., on May 7, 2002.*
99.2	Octillion Communications, Inc. 2001 Stock Option Plan (Incorporated by reference to Exhibit 4.1 filed with the Company's Registration Statement on Form S-8 filed on September 6, 2002).**
99.3	Lattice Semiconductor Corporation Executive Deferred Compensation Plan (As Amended and Restated Effective as of August 11, 1997), with related agreements.
99.4	Amendment No. 1 to Lattice Semiconductor Corporation Executive Deferred Compensation Plan (As Amended and Restated Effective as of August 11, 1997), dated November 19, 1999.

* Previously filed.

** Cerdelinx Technologies, Inc. was initially incorporated as Octillion Communications, Inc.

ITEM 17. UNDERTAKINGS.

(a) The Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

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

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

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(b) The Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's Annual Report pursuant to Section 13(a) or Section 15(d) of the Exchange Act of 1934, as amended (the "Exchange Act") (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this amendment to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Hillsboro, State of Oregon, on October 17, 2002.

By: /s/ Stephen A. Skaggs

Name: Stephen A. Skaggs
 Title: Senior Vice President,
 Chief Financial Officer and Secretary

POWER OF ATTORNEY

Pursuant to the requirements of the Securities Act of 1933, as amended, this amendment to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
* Cyrus Y. Tsui	Chief Executive Officer (Principal Executive Officer) and Chairman of the Board of Directors	October 17, 2002
* Steven A. Laub	President and Director	October 17, 2002
/s/ Stephen A. Skaggs Stephen A. Skaggs	Senior Vice President, Chief Financial Officer (Principal Financial and Accounting Officer) and Secretary	October 17, 2002
* Mark O. Hatfield	Director	October 17, 2002
* Daniel S. Hauer	Director	October 17, 2002
* Harry A. Merlo	Director	October 17, 2002
* Soo Boon Koh	Director	October 17, 2002
* Larry W. Sonsini	Director	October 17, 2002

*By: /s/ Stephen A. Skaggs

Stephen A. Skaggs
 Attorney-in-Fact

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**LATTICE SEMICONDUCTOR CORPORATION
 REGISTRATION STATEMENT ON FORM S-3
 INDEX TO EXHIBITS**

EXHIBIT NUMBER	DESCRIPTION
5.1	Opinion of Wilson Sonsini Goodrich & Rosati, Professional Corporation, Counsel to the Registrant.
23.1	Consent of PricewaterhouseCoopers LLP, Independent Accountants.
23.2	Consent of Wilson Sonsini Goodrich & Rosati, Professional Corporation, Counsel to the Registrant (included in Exhibit 5.1).
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99.3	Lattice Semiconductor Corporation Executive Deferred Compensation Plan (As Amended and Restated Effective as of August 11, 1997), with related agreements.
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* Previously filed.

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[WILSON SONSINI GOODRICH & ROSATI LETTERHEAD]

October 17, 2002

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

Re: Registration Statement on Form S-3

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-3 filed by you with the Securities and Exchange Commission on September 6, 2002 (the "Registration Statement") in connection with the registration under the Securities Act of 1933, as amended (the "Act"), of (i) an aggregate of 2,343,767 shares of your Common Stock (the "Cerdelinx Merger Shares") issued by you as consideration in connection with the acquisition (the "Acquisition") of Cerdelinx Technologies, Inc., a California corporation (the "Company"), pursuant to an Agreement and Plan of Reorganization, dated as of July 15, 2002 and amended on July 24, 2002, among you, Octopus Acquisition Corporation, the Company and certain other parties, (ii) an aggregate of 27,124 shares of your Common Stock (the "Cerdelinx Option Shares") issuable upon the exercise of stock options (the "Cerdelinx Options") granted pursuant to the terms of the Company's 2001 Stock Option Plan (the "Option Plan"), which options you assumed in connection with the Acquisition, and (iii) an aggregate of 119,074 shares of your Common Stock (the "Bain Shares") which are issuable upon the exercise of that certain Warrant to Purchase Shares of Common Stock issued to Bain & Company, Inc. on May 7, 2002 (the "Bain Warrant"). As your counsel in connection with these transactions, we have examined the proceedings taken and are familiar with the proceedings proposed to be taken by you in connection with the issuance and sale of the Cerdelinx Merger Shares, the Cerdelinx Option Shares and the Bain Shares.

It is our opinion that the Cerdelinx Merger Shares are legally and validly issued, fully-paid and non-assessable. It is our opinion that the Cerdelinx Option Shares have been duly authorized and, when issued by you upon exercise of the Cerdelinx Options in accordance with the terms of the Option Plan and the related option agreements, will be legally and validly issued, fully-paid and non-assessable. It is our opinion that the Bain Shares have been duly authorized and, when issued by you upon exercise of the Bain Warrant in accordance with the terms thereof, will be legally and validly issued, fully-paid and non-assessable.

We consent to the use of this opinion as an exhibit to the Registration Statement, and further consent to the use of our name wherever appearing in the Registration Statement and any amendments thereto.

Very truly yours,

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

/s/ Wilson Sonsini Goodrich & Rosati, P.C.

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in Amendment No. 1 to this Registration Statement on Form S-3 of our report dated January 30, 2002 relating to the consolidated financial statements, which appears in the 2001 Annual Report to Stockholders of Lattice Semiconductor Corporation, which is incorporated by reference in Lattice Semiconductor Corporation's Annual Report on Form 10-K for the year ended December 31, 2001. We also consent to the incorporation by reference of our report dated January 30, 2002 relating to the financial statement schedule, which appears in such Annual Report on Form 10-K. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
Portland, Oregon
October 17, 2002

LATTICE SEMICONDUCTOR CORPORATION
EXECUTIVE DEFERRED COMPENSATION PLAN

(As Amended and Restated Effective as of August 11, 1997)

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LATTICE SEMICONDUCTOR CORPORATION
EXECUTIVE DEFERRED COMPENSATION PLAN

(as Amended and Restated Effective as of August 11, 1997)

This Plan is amended and restated effective as of August 11, 1997 and is adopted by Lattice Semiconductor Corporation (the “Company”), acting on behalf of itself and its designated subsidiaries. Throughout, the term “Company” shall include wherever relevant any entity that is directly or indirectly controlled by the Company or any entity in which the Company has a significant equity or investment interest, as determined by the Company.

RECITALS

1. The Company maintains the Lattice Semiconductor Corporation Executive Deferred Compensation Plan (the “Plan”), a nonqualified deferred compensation plan for the benefit of a select group of management or highly compensated employees of the Company.

2. Under the Plan, the Company is obligated to pay vested accrued benefits to Plan participants and their beneficiary or beneficiaries (“Plan Beneficiaries”) from the Company’s general assets.

3. The Company intends to enter into an agreement (the “Trust Agreement”) with a person or persons, including an entity, who shall serve as trustee (the “Trustee”) under an irrevocable trust (the “Trust”) to be used in connection with the Plan.

4. The Company intends to make contributions to the Trust so that such contributions will be held by the Trustee and invested, reinvested and distributed, all in accordance with the provisions of this Plan and the Trust Agreement.

5. The Company intends that amounts allocated to the Trust and the earnings thereon shall be used by the Trustee if necessary to satisfy the liabilities of the Company under the Plan with respect to each Plan participant for whom an Account has been established and such utilization shall be in accordance with the procedures set forth herein.

6. The Company intends that the Trust be a "grantor trust" with the principal and income of the Trust treated as assets and income of the Company for federal and state income tax purposes.

7. The Company intends that the assets of the Trust shall at all times be subject to the claims of the general creditors of the Company as provided in the Trust Agreement.

8. The Company intends that the existence of the Trust shall not alter the characterization of the Plan as "unfunded" for purposes of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and shall not be construed to provide income to Plan participants under the Plan prior to actual payment of the vested accrued benefits thereunder.

NOW THEREFORE, the Company does hereby adopt this amended and restated Plan as follows and does also hereby agree that the Plan shall be structured, held and disposed of as follows:

ARTICLE I

TITLE AND DEFINITIONS

1.1 Title. This Plan shall be known as the Lattice Semiconductor Corporation Executive Deferred Compensation Plan.

1.2 Definitions. Whenever the following words and phrases are used in this Plan, with the first letter capitalized, they shall have the meanings specified below.

"Account" means for each Participant the bookkeeping account maintained by the Committee that is credited with amounts equal to (1) the portion of the Participant's Salary that he or she elects to defer, (2) the portion of the Participant's Option Gain that he or she elects to defer, (3) the portion of the Participant's Bonus that he or she elects to defer, (4) Company contributions, if any, made to the Plan for the Participant's benefit, and (5) adjustments to reflect deemed earnings pursuant to Section 4.1(e).

"Beneficiary" or "Beneficiaries" means the beneficiary last designated in writing by a Participant in accordance with procedures established by the Committee to receive the benefits specified hereunder in the event of the Participant's death. No beneficiary designation shall become effective until it is filed with the Committee during the Participant's lifetime.

"Board of Directors" or "Board" means the Board of Directors of the Company.

"Bonus" means any incentive compensation (other than commissions) that is payable to a Participant in addition to the Participant's Salary.

"Code" means the Internal Revenue Code of 1986, as amended.

"Committee" means the Committee appointed by the Board to administer the Plan in accordance with Article VIII.

"Company" means Lattice Semiconductor Corporation, any successor corporation and any entity that is directly or indirectly controlled by the Company or any entity in which the Company has a significant equity or investment interest, as determined by the Company.

"Compensation" means the Bonus, Salary and Option Gain that the Participant earns for services rendered to the Company.

"Disability" means a Participant's long-term disability as defined in the Company's long-term disability plan for employees.

"Distributable Amount" means the amount credited to a Participant's Account.

"Distribution Event" means, with respect to each Participant, the Participant's termination of employment with the Company for any reason, including death or Disability, or, if specified by the Participant, a specific age or date. A Participant's Distribution Event election shall be made in writing at such time, on such form and subject to such terms and conditions as the Committee may specify.

“Eligible Employee” means any Employee who is designated in writing as eligible to participate in the Plan by the Committee or by the Chief Executive Officer of the Company from among a select group of management or highly-compensated Employees of the Company.

“Eligible Stock Option” means one or more non-qualified stock option(s) under a Company stock option plan that is determined by the Committee to be eligible for gain deferral pursuant to this Plan.

“Employee” means a common law employee of the Company performing services regularly in the United States.

“Fund” or “Funds” means one or more of the funds or contracts selected by the Committee pursuant to Section 3.3.

“Initial Election Period” means (i) for Employees who are Eligible Employees as of August 11, 1997, the period beginning September 1, 1997 and ending December 31, 1997; otherwise (ii) the 30-day period following the Eligible Employee’s date of hire or, if later, upon first becoming an Eligible Employee.

“Investment Return” means, for each Fund, an amount equal to the pre-tax rate of gain or loss on the assets of such Fund during each valuation period, but not less frequently than monthly.

“Option Gain” means the value accrued upon exercise of an Eligible Stock Option (i) using a stock-for-stock payment method and (ii) having an aggregate fair market value in excess of the total stock purchase price necessary to exercise such Option.

“Participant” means any Eligible Employee who elects to defer Compensation in accordance with Section 3.1.

“Payment Commencement Date” means the first day of the month following the calendar quarter in which a Participant’s Distribution Event occurs, or if not such date, as soon as administratively possible thereafter.

“Plan” means the Lattice Semiconductor Corporation Executive Deferred Compensation Plan set forth herein, now in effect, or as amended from time to time.

“Plan Year” means the Company’s fiscal year, which begins on or around April 1 and ends on or around the following March 31.

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“Salary” means the Employee’s base salary for the Plan Year. Salary excludes any other form of compensation such as bonuses, restricted stock, proceeds from stock options or stock appreciation rights, severance payments, moving expenses, car or other special allowance, or any other amounts included in an Eligible Employee’s taxable income that is not compensation for services. Deferral elections shall be computed before taking into account any reduction in taxable income by salary reduction under Code Sections 125 or 401(k), or under this Plan.

“Stock” means Lattice Semiconductor Corporation Common Stock.

“Stock Option Deferral Amount” means the amount of a Participant’s Option Gains deferred in connection with an Eligible Stock Option exercise in accordance with Section 3.1(f) of this Plan.

ARTICLE II

PARTICIPATION

2.1 Participation. An Eligible Employee shall become a Participant in the Plan by electing to defer a portion of his or her Compensation in accordance with Section 3.1.

ARTICLE III

DEFERRAL ELECTIONS

3.1 Elections to Defer Bonus and Salary Compensation.

(a) Initial Election Period. Each Eligible Employee may elect to defer Bonus and Salary Compensation by filing an election with the Committee that conforms to the requirements of this Section 3.1, on a form provided by the Committee, no later than the last day of his or her Initial Election Period.

(b) General Rule. The amount of Bonus and Salary Compensation that an Eligible Employee may elect to defer is as follows:

- (1) Any percentage of Salary up to 75%;
- (2) Any percentage of Bonus up to 100%;

provided, however, that no election shall be effective to reduce the Bonus and Salary Compensation paid to an Eligible Employee for a calendar year to an amount that is less than the amount necessary to pay applicable employment taxes (e.g., FICA, hospital insurance) payable with respect to amounts deferred hereunder, amounts necessary to satisfy any other benefit plan withholding obligations, any resulting income taxes payable with respect to Bonus and Salary Compensation that cannot be so deferred, and any amounts necessary to satisfy any wage garnishment or similar type obligations.

(c) Effect of Initial Election — Bonus and Salary. An election to defer Salary made during an Initial Election Period shall be effective for the electing Participant as to Salary

earned beginning with the first pay period beginning after the filing of the election with the Committee. An election to defer Bonus made during an Initial Election Period shall be effective for the electing Participant for any Bonus payable with respect to services performed in the next Bonus period beginning after the filing of the election with the Committee.

(d) Duration of Bonus and Salary Compensation Deferral Election. Any Bonus and Salary Compensation deferral election made under paragraph (a) or paragraph (e) of this Section 3.1 shall remain in effect, notwithstanding any change in the Participant's Bonus and Salary Compensation, until changed or terminated in accordance with the terms of this paragraph (d); provided, however, that such election shall terminate upon a Participant ceasing to be an Eligible Employee. A Participant may increase, decrease or terminate his or her Bonus and Salary Compensation deferral election, effective (i) for Salary earned during pay periods beginning with the first pay period of the next succeeding Plan Year, and (ii) for Bonuses paid with respect to services performed in the next succeeding Plan Year, in either case by filing a new election, in accordance with the terms of this Section 3.1, with the Committee not later than the preceding March 15 (or such earlier date as the Committee may establish).

(e) Elections Other Than Elections During the Initial Election Period. Any Eligible Employee who fails to elect to defer Bonus and Salary Compensation during his or her Initial Election Period may subsequently become a Participant, and any Eligible Employee who has terminated a prior deferral election may elect to again defer Bonus and Salary Compensation, by filing an election, on a form provided by the Committee, to defer Bonus and Salary Compensation as described in paragraph (b) above. An election to defer Bonus and Salary Compensation must be filed no later than March 15 (or such earlier date as the Committee may establish) and will be effective for Salary earned during pay periods beginning on and after the beginning of the next succeeding Plan Year and the Bonus paid with respect to services performed in the next succeeding Plan Year. Notwithstanding the foregoing, the Committee may, in its sole discretion, permit a Participant to file an election to defer Bonus Compensation during a Plan Year, provided that any such Bonus deferral election shall be filed prior to the period with respect to which the Bonus may be earned.

(f) Stock Option Deferral Amount. Unless and until otherwise determined by the Committee, Option Gains shall not be eligible for deferral under the Plan. To the extent permitted by the Committee, an Eligible Employee may elect to defer, as his or her Stock Option Deferral Amount, all or a portion of his or her Option Gain, subject to such terms and conditions as the Committee may establish.

3.2 Company Contributions. The Company may, in its sole discretion, make discretionary contributions to the Accounts of one or more Participants at such times and in such amounts as the Board may determine.

3.3 Investment Elections. The Committee may, in its discretion, provide each Participant with a list of investment Funds available for hypothetical investment, including shares of Stock, and the Participant may designate, in a manner specified by the Committee, one or more Funds that his or her Account will be deemed to be invested in for purposes of determining the amount of earnings to be credited to that Account. The Committee may, from time to time, in its sole discretion select a

commercially available fund or contract to constitute the Fund actually selected. The Investment Return of each such commercially available fund or contract shall be used to determine the amount of earnings to be credited to Participants' Accounts under Section 4.1(e).

In making the designation pursuant to this Section 3.3, the Participant may specify that all or any 1% multiple of his or her Account be deemed to be invested in one or more of the Funds offered by the Committee. Subject to such limitations and conditions as the Committee may specify, a Participant may change the designation made under this Section 3.3 in such manner and at such time or times as the Committee shall specify. If a Participant fails to elect a Fund under this Section 3.3, or if the Committee shall not provide Participants with a list of Funds pursuant to this Section 3.3, the Participant shall be deemed to have elected a money market fund.

The Company may, but need not, acquire investments corresponding to those designated by the Participants hereunder, and it is not under any obligation to maintain any investment it may make. Any such investments, if made, shall be in the name of the Company, and shall be its sole property in which no Participant shall have any interest.

ARTICLE IV

ACCOUNTS

4.1 Participant Accounts. The Committee shall establish and maintain an Account for each Participant under the Plan. Each Participant's Account may be further divided into separate subaccounts ("investment fund subaccounts"), corresponding to investment Funds or contracts elected by the Participant pursuant to Section 3.3 or as otherwise determined by the Committee to be necessary or appropriate for proper Plan administration. A Participant's Account shall be credited as follows:

(a) As soon as practicable following the end of each applicable pay period, the Committee shall credit the investment fund subaccounts of the Participant's Account with an amount equal to Salary deferred by the Participant during each pay period in accordance with the Participant's election; that is, the portion of the Participant's deferred Salary that the Participant has elected to be deemed to be invested in a certain type of investment Fund shall be credited to the investment fund subaccount corresponding to that investment Fund.

(b) As soon as practicable after each Bonus or partial Bonus would have been paid, the Committee shall credit the investment fund subaccounts of the Participant's Account with an amount equal to the portion of the Bonus deferred by the Participant's election; that is, the portion of the Participant's deferred Bonus that the Participant has elected to be deemed to be invested in a certain type of investment Fund shall be credited to the investment fund subaccount corresponding to that investment Fund.

(c) Unless and until otherwise determined by the Committee, Option Gains shall not be eligible for deferral under the Plan. The Committee may, in its sole discretion, permit such deferral in the future. In such event, and subject to any terms and conditions imposed by the Committee, as soon as practicable after Stock would have otherwise been issued to the Participant in

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connection with the exercise of an Eligible Stock Option, the Committee shall credit a Company Stock subaccount of the Participant's Account with an amount equal to the Option Gain deferred by the Participant in accordance with the Participant's election; that is, the portion of the Participant's Option Gain that the Participant has elected to defer shall be credited to the Company Stock subaccount of the Participant's Account.

(d) As soon as practicable after the last day of the Plan Year or such earlier time or times as the Committee may determine, the Committee shall credit the investment fund subaccounts of the Participant's Account with an amount equal to the portion, if any, of any Company contribution made to or for the Participant's benefit in accordance with Section 3.2; that is, the portion of the Participant's Company contribution, if any, that the Participant has elected to be deemed to be invested in a certain type of investment Fund shall be credited to the investment fund subaccount corresponding to that investment Fund.

(e) At such time or times as the Committee may determine, but not less frequently than monthly, each investment fund subaccount of a Participant's Account shall be credited with earnings in an amount equal to that determined by multiplying the balance credited to such investment fund subaccount as of the last day of the preceding valuation period by the Investment Return for the corresponding Fund selected by the Company.

ARTICLE V

VESTING

5.1 Account.

(a) Compensation Deferrals. A Participant's Account attributable to Bonus, Salary and Option Gain deferred by a Participant pursuant to the terms of this Plan, together with any amounts credited to the Participant's Account under Section 4.1(e) with respect to such deferrals, shall be 100% vested at all times.

(b) Company Contributions. The value of a Participant's Account attributable to any Company contributions pursuant to Section 3.2 shall vest at such time or times as the Board shall specify in connection with any such contributions. Unless otherwise specified by the Board or the Committee, Participants shall be 100% vested in such amounts, together with any amounts credited to the Participant's Account under Section 4.1(e) with respect to such amounts.

ARTICLE VI

GENERAL DUTIES

6.1 Trustee Duties. The Trustee shall manage, invest and reinvest the Trust Fund as provided in the Trust Agreement. The Trustee shall collect the income on the Trust Fund, and make distributions therefrom, all as provided in this Plan and in the Trust Agreement.

6.2 Company Contributions. While the Plan remains in effect, the Company may make contributions to the Trust Fund at least once each quarter. As soon as practicable after the close of

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each Plan quarter, the Company shall make an additional contribution to the Trust Fund (a "makeup contribution"), to the extent that previous contributions to the Trust Fund for the current Plan quarter are less than the total of the Compensation deferrals made by each Participant plus Company contributions, if any, accrued as of the close of the current Plan quarter. The makeup contribution shall also include an amount intended to reflect the earnings, if any, that would have been credited to Participants' Accounts had the amounts representing Compensation deferrals been contributed to the Trust Fund concurrently with their deferral by the Participants. To the extent the Compensation deferrals relate to Stock Option Deferral Amounts pursuant to Section 3.1(f), the Company shall, with respect to its contribution obligation under this Section 6.2, issue Shares in the name of the Trustee. The Trustee shall not be liable for any failure by the Company to provide contributions sufficient to pay all accrued benefits under the Plan in accordance with the terms of this Plan.

6.3 Department of Labor Determination. In the event that any Participants are found to be ineligible, that is, not members of a select group of management or highly compensated employees, according to a determination made by the Department of Labor, the Committee shall take whatever steps it deems necessary, in its sole discretion, to equitably protect the interests of the affected Participants.

ARTICLE VII

DISTRIBUTIONS

7.1 Distribution of Deferred Compensation.

(a) Distribution of a Participant's Distributable Amount shall occur at such time or times, and in such form, as specified on the Participant's distribution election form provided by the Committee and filed with the Committee in connection with the Participant's deferral election pursuant to Section 3.1.

In addition, the Committee may, in its discretion, permit a Participant to change his or her Distribution Event and/or the form of distribution to one of the permitted forms listed above provided that (i) such change is made no less than three years after the date of the applicable election form, and (ii) the Participant's election is filed with the Committee at least two years prior to the scheduled distribution age or date, if any (as determined prior to any such change).

To the extent the Distributable Amount is paid in installments, the Participant's Account shall continue to be credited with earnings pursuant to Section 4.1(e) of the Plan and the installment amount shall be adjusted monthly to reflect gains and losses until all amounts credited to his or her Account under the Plan have been distributed. Notwithstanding this subsection, if the Participant's Distributable Amount is \$10,000 or less, the Distributable Amount shall automatically be distributed in the form of a cash lump sum on the Participant's Payment Commencement Date.

(b) If the Participant is in pay status at the time of death, the Beneficiary shall be paid the remaining quarterly installments as they come due.

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7.2 Withdrawal. Participants may request to withdraw amounts from their Accounts prior to termination of employment with the Company ("Withdrawal"). Upon receiving a Withdrawal request, the Committee shall determine, in its discretion as applied in a uniform and nondiscriminating manner, whether to permit any such Withdrawal and the amount, if any, to be withdrawn, subject to the following restrictions:

(a) The election to take a Withdrawal shall be made by filing a form provided by and filed with the Committee.

(b) The amount payable to a Participant in connection with a Withdrawal shall in all cases equal 88% of the amount requested by the Participant or, if lesser, 88% of the Withdrawal amount approved by the Committee; provided, however, that the maximum amount payable to a Participant in connection with a Withdrawal shall be 88% of the Distributable Amount as of the end of the calendar month in which the Withdrawal election is made.

(c) The amount described in subsection (b) above shall be paid in a single cash lump sum as soon as practicable after the end of the calendar month in which the Withdrawal election is made.

(d) If a Participant receives a Withdrawal, the remaining portion of the requested or approved amount, as applicable (i.e., 12% of such amount), shall be permanently forfeited and the Company shall have no obligation to the Participant or his Beneficiary with respects to such forfeited amount.

(e) If a Participant receives a Withdrawal, the Participant shall be ineligible to Participate in the Plan for the balance of the Plan Year in which the Withdrawal occurs and the following Plan Year.

(f) A Withdrawal pursuant to this Section 7.2 of less than 88% of the Participant's Distributable Amount shall be made pro rata from his or her assumed investments according to the balances in such investments. Subject to the foregoing, payment of any amount with respect to which a Participant has filed a request under this Section 7.2 shall be made as soon as practicable after approval of such request by the Committee.

7.3 Unforeseeable Emergency. The Committee may, pursuant to rules adopted by it and applied in a uniform manner, accelerate the date of distribution of a Participant's Account because of an Unforeseeable Emergency at any time. "Unforeseeable Emergency" shall mean an unforeseeable, severe financial condition resulting from (a) a sudden and unexpected illness or accident of the Participant or his or her dependent (as defined in Section 152(x) of the Code); (b) loss of the Participant's property due to casualty; or (c) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant, but which may not be relieved through other available resources of the Participant, as determined by the Committee in accordance with uniform rules adopted by it. Unless the Committee, in its discretion, determines otherwise, distribution pursuant to this subsection of less than the Participant's entire interest in the Plan shall be made pro rata from his or her assumed investments according to the balances in such investments. Subject to the foregoing, payment of any amount with respect to which a Participant

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has filed a request under this subsection shall be made as soon as practicable after approval of such request by the Committee.

7.4 Inability To Locate Participant. In the event that the Committee is unable to locate a Participant or Beneficiary within two years following the Participant's Distribution Event, the amount allocated to the Participant's Deferral Account shall be forfeited. If, after such forfeiture, the Participant or Beneficiary later claims such benefit, such benefit (calculated immediately prior to the forfeiture) shall be reinstated without interest or earnings.

ARTICLE VIII

ADMINISTRATION

8.1 Committee. A Committee shall be appointed by, and serve at the pleasure of, the Board. The number of members comprising the Committee shall be determined by the Board which may from time to time vary the number of members. A member of the Committee may resign by delivering a written notice of resignation to the Board. The Board may remove any member by delivering a certified copy of its resolution of removal to such member. Vacancies in the membership of the Committee shall be filled promptly by the Board.

8.2 Committee Action. The Committee shall act at meetings by affirmative vote of a majority of the members of the Committee. Any action permitted to be taken at a meeting may be taken without a meeting if, prior to such action, a written consent to the action is signed by all members of the Committee and such written consent is filed with the minutes of the proceedings of the Committee. A member of the Committee shall not vote or act upon any matter which relates solely to himself or herself as a Participant. The chairman or any other member or members of the Committee designated by the chairman may execute any certificate or other written direction on behalf of the Committee.

8.3 Powers and Duties of the Committee.

(a) The Committee, on behalf of the Participants and their Beneficiaries, shall enforce the Plan in accordance with its terms, shall be charged with the general administration of the Plan and shall have all powers necessary to accomplish its purposes, including, but not by way of limitation, the following:

- (1) To select the funds or contracts to be the Funds in accordance with Section 3.3 hereof;
- (2) To construe and interpret the terms and provisions of this Plan;
- (3) To amend, modify, suspend or terminate the Plan in accordance with Section 9.4;
- (4) To compute and certify the amount and kind of benefits payable to Participants and their Beneficiaries and to direct the Trustee as to the distribution of Plan assets;

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- (5) To maintain all records that may be necessary for the administration of the Plan;

(6) To provide for the disclosure of all information and the filing or provision of all reports and statements to Participants, Beneficiaries or governmental agencies as shall be required by law;

(7) To make and publish such rules for the regulation of the Plan and procedures for the administration of the Plan as are not inconsistent with the terms hereof; and

(8) To appoint a plan administrator or any other agent, and to delegate to them such powers and duties in connection with the administration of the Plan as the Committee may from time to time prescribe.

8.4 Construction and Interpretation. The Committee shall have full discretion to construe and interpret the terms and provisions of this Plan, which interpretation or construction shall be final and binding on all parties, including but not limited to the Company and any Participant or Beneficiary. The Committee shall administer such terms and provisions in a uniform and nondiscriminatory manner and in full accordance with any and all laws applicable to the Plan.

8.5 Information. To enable the Committee to perform its functions, the Company shall supply full and timely information to the Committee on all matters relating to the Compensation of all Participants, their death or other cause of termination, and such other pertinent facts as the Committee may reasonably require.

8.6 Compensation, Expenses and Indemnity.

(a) The members of the Committee shall serve without compensation for their services hereunder.

(b) The Committee is authorized at the expense of the Company to employ such legal counsel as it may deem advisable to assist in the performance of its duties hereunder. Expenses and fees in connection with the administration of the Plan shall be paid by the Company.

(c) To the extent permitted by applicable state law, the Company shall indemnify and save harmless the Committee and each member thereof, the Board and any delegate of the Committee who is an employee of the Company against any and all expenses, liabilities and claims, including legal fees to defend against such liabilities and claims arising out of their discharge in good faith of responsibilities under or incident to the Plan, other than expenses and liabilities arising out of willful misconduct. This indemnity shall not preclude such further indemnities as may be available under insurance purchased by the Company or provided by the Company under any bylaw, agreement or otherwise, as such indemnities are permitted under state law.

8.7 Quarterly Statements. Under procedures established by the Committee, a Participant shall receive a statement with respect to such Participant's Account on a quarterly basis.

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ARTICLE IX

MISCELLANEOUS

9.1 Unsecured General Creditor. Participants and their Beneficiaries, heirs, successors, and assigns shall have no legal or equitable rights, claims, or interests in any specific property or assets of the Company. No assets of the Company shall be held in any way as collateral security for the fulfilling of the obligations of the Company under this Plan. Any and all of the Company's assets shall be, and remain, the general unpledged, unrestricted assets of the Company. The Company's obligation under the Plan shall be merely that of an unfunded and unsecured promise of the Company to pay money in the future, and the rights of the Participants and Beneficiaries shall be no greater than those of unsecured general creditors.

9.2 Restriction Against Assignment. The Company shall pay all amounts payable hereunder only to the person or persons designated by the Plan and not to any other person or corporation. No part of a Participant's Account shall be liable for the debts, contracts, or engagements of any Participant, his or her

Beneficiary, or successors in interest, nor shall a Participant's Account be subject to execution by levy, attachment, or garnishment or by any other legal or equitable proceeding, nor shall any such person have any right to alienate, anticipate, commute, pledge, encumber, or assign any benefits or payments hereunder in any manner whatsoever. If any Participant, Beneficiary or successor in interest is adjudicated bankrupt or purports to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any distribution or payment from the Plan, voluntarily or involuntarily, the Committee, in its discretion, may cancel such distribution or payment (or any part thereof) to or for the benefit of such Participant, Beneficiary or successor in interest in such manner as the Committee shall direct.

9.3 Withholding. There shall be deducted from each payment made under the Plan all taxes which are required to be withheld by the Company in respect to such payment. The Company shall have the right to reduce any payment by the amount of cash sufficient to provide the amount of said taxes.

9.4 Amendment, Modification, Suspension or Termination. The Committee may amend, modify, suspend or terminate the Plan in whole or in part, except that no amendment, modification, suspension or termination shall have any retroactive effect to reduce any amounts allocated to a Participant's Account, provided that a termination or suspension of the Plan or any Plan amendment or modification that will significantly increase costs to the Company shall be approved by the Board. In the event that this Plan is terminated, the timing of the disposition of the amounts credited to a Participant's Account shall occur in accordance with Section 7.1, subject to earlier distribution at the discretion of the Committee.

9.5 Governing Law. This Plan shall be construed, governed and administered in accordance with the laws of the State of Oregon.

9.6 Receipt or Release. Any payment to a Participant or the Participant's Beneficiary in accordance with the provisions of the Plan shall, to the extent thereof, be in full satisfaction of all claims against the Committee and the Company. The Committee may require such Participant or

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Beneficiary, as a condition precedent to such payment, to execute a receipt and release to such effect.

9.7 Payments on Behalf of Persons Under Incapacity. In the event that any amount becomes payable under the Plan to a person who, in the sole judgment of the Committee, is considered by reason of physical or mental condition to be unable to give a valid receipt therefore, the Committee may direct that such payment be made to any person found by the Committee, in its sole judgment, to have assumed the care of such person. Any payment made pursuant to such determination shall constitute a full release and discharge of the Committee and the Company.

9.8 No Employment Rights. Participation in this Plan shall not confer upon any person any right to be employed by the Company or any other right not expressly provided hereunder.

9.9 Headings, etc. Not Part of Agreement. Headings and subheadings in this Plan are inserted for convenience of reference only and are not to be considered in the construction of the provisions hereof.

IN WITNESS WHEREOF, the Company has caused this document to be executed by its duly authorized officer on this 11th day of August, 1997.

LATTICE SEMICONDUCTOR CORPORATION

By: /s/ STEPHEN SKAGGS

Title: CFO

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LATTICE SEMICONDUCTOR CORPORATION

EXECUTIVE DEFERRED COMPENSATION PLAN
Deferred Compensation Agreement - Existing Deferred Balance

Participant Name *(please print)*

Participant Social Security Number

Distribution Election

Distribution of amounts held for my benefit under the Plan with respect to this deferral election should commence as soon as administratively possible after (check one)

- _____ (a) the beginning of calendar year _____
(not less than three (3) years after the date of this Agreement)
- _____ (b) my attaining age _____
- _____ (c) the earlier of my termination of employment with the Company or _____
(specify age or year)
- _____ (d) the later of my termination of employment with the Company or _____
(specify age or year)

I understand that my Distribution Election may not be changed except as otherwise permitted by the Plan Committee, at its sole discretion, subject to the terms of the Plan.

Distribution Period

I understand that unless I specify otherwise, my distribution will be paid in one single lump sum payment.

Instead of payment in a single lump sum, I elect:

Quarterly installments of 1/n of amounts held for my benefit under the Plan with respect to this deferral election where n is the number of installments remaining to be paid over the following number of quarters (check one):

- a. 20 quarterly installments
- b. 40 quarterly installments
- c. 60 quarterly installments

I understand further that my elected method of distribution may be modified by Lattice at any time prior to my termination of employment, provided that any such modification that impairs my rights under this Agreement and the Plan shall be subject to my consent.

DESIGNATED BENEFICIARY

In the event that I should die before all amounts payable to me under the Plan have been paid, I designate the following beneficiary to receive the remainder of my interest under the Plan. I understand that I may change this designated beneficiary at any time on written notice to Lattice.

Name(s) and Relationship: _____

The foregoing Election is voluntarily made by me after reviewing the terms of the Plan and at my option after consultation with my legal and financial advisers as required. I also acknowledge that this Election is irrevocable until changed in accordance with the terms of the Plan.

Participant signature

Agreed:

LATTICE SEMICONDUCTOR CORPORATION

Date

By: _____

Date: _____

Deferred Compensation Agreement - Bonus and Salary

Participant Name *(please print)*

Participant Social Security Number

1. I acknowledge that the terms and conditions of the Lattice Semiconductor Corporation Executive Deferred Compensation Plan (the "Plan") have been explained to me, including the tax consequences of my decision to participate in the Plan.
 2. I agree to defer a portion of my current income, and to have that income paid to me at a later date pursuant to the terms and conditions of the Plan, which is incorporated by reference, in its entirety, in this Agreement.
 3. I understand that this Agreement is not an employment agreement, does not guarantee that I will receive any predetermined amount of compensation, and does not guarantee that I will receive any bonus.
 4. I understand that any income I defer will be subject to employment taxes (e.g., FICA) at the time of deferral and I agree to pay all such taxes, either through withholding on other income or by direct payment from me. I also understand that all required federal and/or state taxes will be withheld from payments ultimately made to me with respect to amounts deferred under the Plan.
 5. I understand that any income I defer will be held as an asset of Lattice Semiconductor Corporation ("Lattice") and will remain subject to the claims of the general creditors of Lattice.
 6. I acknowledge that under the terms of the Plan, no payments can be made in the event Lattice is insolvent.
-

ELECTION TO DEFER INCOME

I hereby elect to defer *(fill in one only)*

_____ % **or** \$ _____ per regular pay period of my future fiscal year 2002 salary (up to 75%)

or

_____ % **or** \$ _____ of any future fiscal year 2002 bonus (up to 100%)

provided, however, that no election will be effective to reduce my compensation to an amount that is less than the amount necessary to pay (1) applicable employment taxes (e.g., FICA) payable with respect to amounts deferred hereunder, (2) any amounts necessary to satisfy any other benefit plan withholding obligations, and (3) any resulting income taxes payable with respect to Compensation that cannot be deferred as a result of (1) and (2).

I understand that my election to defer income will remain in effect until terminated in accordance with the Plan. I understand further that I may increase, decrease or terminate my deferral election effective for the next Plan Year only, by submitting a new Deferred Compensation Agreement on or before the December 15 preceding such Plan Year.

INVESTMENT OF DEFERRED FUNDS

I understand that unless and until I am notified otherwise, Lattice will place an amount equal to my deferrals into a trust which will subsequently invest such funds.

I elect to have my deferrals credited at a rate tied to the performance of the following investment vehicles (in increments of 1%):

_____ % Money market: Wachovia - Biltmore money market fund

_____ % Short-Term Bond Fund: Fidelity Intermediate Bond Fund

_____ % Medium-Term Bond Fund Vanguard Bond Index Total Bond Market

_____ %	Bond Fund:	Loomis Sayles Bond Fund
_____ %	Index Equity Fund:	Vanguard S&P 500 Fund
_____ %	Stock Growth & Income Equity Fund:	AIM Charter A Fund
_____ %	Growth Equity Fund:	Robertson Stephens Value + Growth Fund
_____ %	Global Equity Fund:	Janus Worldwide Fund
_____ %	Aggressive Growth Equity Fund:	Fidelity Select Electronics Fund
_____ %	Lattice Common Stock	
<hr/>		
100%		

I understand that deferrals credited at a rate tied to the performance of Lattice Semiconductor Corporation Common Stock are irrevocable, and therefore may not be subsequently changed to another investment vehicle.

I understand that all deferrals are subject to investment risks inherent in the above investment vehicles and that the principal amount of my deferrals is NOT guaranteed.

I understand that I may change my deferral credit instructions only in a manner specified by the Company, which currently permits changes to be made before the commencement of each calendar quarter.

DISTRIBUTION OF DEFERRED FUNDS

I understand that except in the case of a distribution as a result of (i) an Unforeseeable Emergency or Withdrawal (as specified in the Plan) or (ii) Plan Termination, all amounts held for my benefit under the Plan will begin to be distributed as soon as administratively possible following the end of the calendar year in which my distribution election event occurs.

Distribution Election

Distribution of amounts held for my benefit under the Plan with respect to this deferral election should commence as soon as administratively possible after (check one)

- _____ (a) the beginning of calendar year _____
(not less than three (3) years after the date of this Agreement)
- _____ (b) my attaining age _____
(not less than three (3) years after the date of this Agreement)
- _____ (c) the earlier of my termination of employment with the Company or _____
(specify age or year, but not less than three (3) years after the date of this Agreement)
- _____ (d) the later of my termination of employment with the Company or _____
(specify age or year, but not less than three (3) years after the date of this Agreement)

I understand that my Distribution Election may not be changed except as otherwise permitted by the Plan Committee, at its sole discretion, subject to the terms of the Plan.

Distribution Period

I understand that unless I specify otherwise, my distribution will be paid in one single lump sum payment.

Instead of payment in a single lump sum, I elect:

Quarterly installments of 1/n of amounts held for my benefit under the Plan with respect to this deferral election where n is the number of installments remaining to be paid over the following number of quarters (check one):

- a. 20 quarterly installments
- b. 40 quarterly installments
- c. 60 quarterly installments

I understand further that my elected method of distribution may be modified by Lattice at any time prior to my termination of employment, provided that any such modification that impairs my rights under this Agreement and the Plan shall be subject to my consent.

DESIGNATED BENEFICIARY

In the event that I should die before all amounts payable to me under the Plan have been paid, I designate the following beneficiary to receive the remainder of my interest under the Plan. I understand that I may change this designated beneficiary at any time on written notice to Lattice.

Primary Beneficiary:

Name: _____ SSN: _____ Birth Date: _____

Address: _____

Relationship: _____

Contingent Beneficiary:

Name: _____ SSN: _____ Birth Date: _____

Address: _____

Relationship: _____

The foregoing Election is voluntarily made by me after reviewing the terms of the Plan and at my option after consultation with my legal and financial advisers as required. I also acknowledge that this Election is irrevocable until changed in accordance with the terms of the Plan.

Participant signature

Agreed:

LATTICE SEMICONDUCTOR CORPORATION

Date

By: _____

Date: _____

LATTICE SEMICONDUCTOR CORPORATION

**EXECUTIVE DEFERRED COMPENSATION PLAN
Deferred Compensation Agreement - Option Net Exercise**

Participant Name (please print)

Participant Social Security Number

1. I acknowledge that the terms and conditions of the Lattice Semiconductor Corporation Executive Deferred Compensation Plan (the "Plan") have been explained to me, including the tax consequences of my decision to participate in the Plan.
2. I agree to defer a portion of my current income, and to have that income paid to me at a later date pursuant to the terms and conditions of the Plan, which is

incorporated by reference, in its entirety, in this Agreement.

3. I understand that this Agreement is not an employment agreement, does not guarantee that I will receive any predetermined amount of compensation, and does not guarantee that I will receive any bonus.
4. I understand that any income I defer may be subject to employment taxes (e.g., FICA) at the time of deferral and I agree to pay all such taxes, either through withholding on other income or by direct payment from me. I also understand that all required federal and/or state taxes will be withheld from payments ultimately made to me with respect to amounts deferred under the Plan.
5. I understand that any income I defer will be held as an asset of Lattice Semiconductor Corporation (“Lattice”) and will remain subject to the claims of the general creditors of Lattice.
6. I acknowledge that under the terms of the Plan, no payments can be made in the event Lattice is insolvent.
7. I acknowledge that the election made hereunder to defer compensation pursuant to an option net exercise is irrevocable, and that I will not be permitted to diversify such deferred compensation out of Lattice Common Stock.

ELECTION TO DEFER GAIN ON OPTION NET EXERCISE

I hereby elect to defer the gain on the exercise of the following non-qualified option to purchase shares of Lattice Semiconductor Corporation Common Stock; provided, however, that if on the date of exercise the per share value of Lattice Common Stock is less than \$ _____ (“Floor Market Price”), then such election is void and of no effect.

Option grant number: _____

Option grant date: _____

Per share option exercise price: \$ _____

Number of option shares to be exercised: _____

Aggregate exercise price: \$ _____

Date of exercise (at least six (6) months from the date of this election): _____

Option expiration date: _____

I hereby certify that I currently own shares of Lattice Semiconductor Corporation Common Stock which, at the Floor Market Price specified above, have an aggregate market value equal to at least the aggregate exercise price of the aforementioned option.

I understand that my election to exercise the aforementioned option by exchanging shares of Lattice Common Stock is IRREVOCABLE, and that by making this election, I am agreeing that, unless the stock price on the date of exercise is below the Floor Market Price as provided above, the option may only be exercised in this manner.

I acknowledge that the shares of stock which are exchanged must be held continuously by me for six (6) months before the net exercise

INVESTMENT OF DEFERRED FUNDS

I understand that unless and until I am notified otherwise, Lattice will place an amount equal to my net exercise deferral into a trust which will subsequently invest such funds directly in Lattice Semiconductor Corporation Common Stock.

I understand that my deferral is credited at a rate tied to the performance of Lattice Semiconductor Corporation Common Stock and is therefore irrevocable, and may not be subsequently changed to another investment vehicle.

I understand that my net exercise deferral will be paid in Lattice Common Stock in accordance with the terms of the Plan and my Deferred Compensation Agreement, and is subject to investment risks inherent in the Lattice Common Stock and that the principal amount of my deferral is NOT guaranteed.

DISTRIBUTION OF DEFERRED FUNDS

I understand that except in the case of a distribution as a result of (i) an Unforeseeable Emergency or Withdrawal (as specified in the Plan) or (ii) Plan Termination, all amounts held for my benefit under the Plan will begin to be distributed as soon as administratively possible following the end of the calendar year in which my distribution election event occurs.

Distribution Election

Distribution of amounts held for my benefit under the Plan with respect to this deferral election should commence as soon as administratively possible after (check one)

- (a) the beginning of calendar year _____
(not less than three (3) years after the date of this Agreement)
- (b) my attaining age _____
(not less than three (3) years after the date of this Agreement)
- (c) the earlier of my termination of employment with the Company or _____
(specify age or year, but not less than three (3) years after the date of this Agreement)
- (d) the later of my termination of employment with the Company or _____
(specify age or year, but not less than three (3) years after the date of this Agreement)

I understand that my Distribution Election may not be changed except as otherwise permitted by the Plan Committee, at its sole discretion, subject to the terms of the Plan.

Distribution Period

I understand that unless I specify otherwise, my distribution will be paid in one single lump sum payment.

Instead of payment in a single lump sum, I elect:

Quarterly installments of 1/n of amounts held for my benefit under the Plan with respect to this deferral election where n is the number of installments remaining to be paid over the following number of quarters (check one):

- a. 20 quarterly installments
- b. 40 quarterly installments
- c. 60 quarterly installments

I understand further that my elected method of distribution may be modified by Lattice at any time prior to my termination of employment, provided that any such modification that impairs my rights under this Agreement and the Plan shall be subject to my consent.

DESIGNATED BENEFICIARY

In the event that I should die before all amounts payable to me under the Plan have been paid, I designate the following beneficiary to receive the remainder of my interest under the Plan. I understand that I may change this designated beneficiary at any time on written notice to Lattice.

Primary Beneficiary:

Name: _____ SSN: _____ Birth Date: _____

Address: _____

Relationship: _____

Contingent Beneficiary:

Name: _____ SSN: _____ Birth Date: _____

Address: _____

Relationship: _____

The foregoing Election is voluntarily made by me after reviewing the terms of the Plan and at my option after consultation with my legal and financial advisers as required. I also acknowledge that this Election is irrevocable until changed in accordance with the terms of the Plan.

Participant signature

Agreed:

LATTICE SEMICONDUCTOR CORPORATION

Date

By: _____

Date: _____

**AMENDMENT NO. 1 TO
LATTICE SEMICONDUCTOR CORPORATION
EXECUTIVE DEFERRED COMPENSATION PLAN
(as Amended and Restated Effective as of August 11, 1997)**

The Plan is amended as provided herein effective November 19, 1999. All terms used herein will have the same meaning as in the Plan.

RECITALS

The Company intends to change its fiscal year to match the calendar year, effective with the planned termination of the Company's current fiscal year on December 31, 1999. The Committee believes that it is in the best interests of the Plan Beneficiaries and the Company to clearly specify that the Plan Year matches the Company's fiscal year. The Plan's definition of Plan Year provides that it is the Company's fiscal year, but additionally notes that the current Company fiscal year begins on or around April 1 and ends on or around the following March 31. In order to avoid potential confusion, the following amendment is hereby adopted:

AMENDMENT

The definition of "Plan Year" in Plan section 1.2 is hereby revised to read in its entirety as follows:

"Plan Year" means the Company's fiscal year.

IN WITNESS WHEREOF, the Committee, through the signature of all of its members appearing below, hereby adopts this Amendment Number 1 to the Plan effective on the date noted above.

/s/ Stephen A. Skaggs

Stephen A. Skaggs

/s/ Martin R. Baker

Martin R. Baker
