

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

FORM 8-K/A
(Amendment No. 1)

CURRENT REPORT

Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported)
August 6, 2010

Lattice Semiconductor Corporation
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

000-18032
(Commission
File Number)

93-0835214
(IRS Employer
Identification No.)

5555 N. E. Moore Court
Hillsboro, Oregon 97124-6421
(Address of principal executive offices, including zip code)

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

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

On August 6, 2010, Lattice Semiconductor Corporation (the "Company") filed a Current Report on Form 8-K to report the appointment of Mr. Christopher M. Fanning as its interim Chief Executive Officer. This amendment on Form 8-K/A is being filed to report that Mr. Fanning will receive additional compensation of \$17,750 per month for his service as interim Chief Executive Officer pursuant to a letter agreement between the Company and Mr. Fanning. This amount will be payable to him commencing as of August 6, 2010 and will continue until he ceases serving as interim Chief Executive Officer.

A copy of the letter agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K/A.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

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<u>Exhibit No.</u>	<u>Description</u>
10.1	Letter Agreement dated September 1, 2010 between Christopher M. Fanning and Lattice Semiconductor Corporation

SIGNATURES

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

&n bsp;

LATTICE SEMICONDUCTOR CORPORATION

Date: September 2, 2010

By: /s/ Brian W. Milstead

Brian W. Milstead

Corporate Vice President, General Counsel and Secretary

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Letter Agreement dated September 1, 2010 between Christopher M. Fanning and Lattice Semiconductor Corporation



September 1, 2010

Mr. Christopher M. Fanning
 14073 NW Bronson Creek Drive
 Portland, OR 97229

Dear Chris:

The purpose of this letter is to inform you that the Board of Directors of Lattice Semiconductor Corporation ("Lattice" or the "Company") has approved the payment to you of additional compensation of \$17,750 per month for your service as Interim Chief Executive Officer of Lattice, subject to your agreement to the conditions hereafter set forth. This amount is payable to you during the period commencing August 6, 2010 and continuing to and until you cease serving as the Interim Chief Executive Officer by reason of the Board's appointment of a Chief Executive Officer and the date that such individual, if that individual is not currently employed by the Company, commences employment with the Company. This additional compensation will be paid to you in equal installments of \$8,875 per pay period in accordance with the Company's normal payroll practices and will be subject to the usual, required withholdings.

This additional compensation is subject to the following conditions:

- 1) This additional compensation will discontinue immediately in the event your employment with the Company is terminated, either voluntarily or involuntarily, prior to the appointment of a Chief Executive Officer;
- 2) This additional compensation will not be deemed to constitute an increase of your "Base Salary" as such term is defined or contemplated in that certain Employment Agreement by and between Lattice and you effective as of December 15, 2008 (the "Employment Agreement");
- 3) This additional compensation accordingly will not increase any other benefit provided to you by the Company where the value or amount of such benefit is based on your Base Salary, including without limitation, potential compensation under any cash incentive plans and the amount of any life insurance benefits provided for your benefit by the Company;
- 4) The appointment by the Board of Directors of any other individual to serve as Chief Executive Officer, if such appointment occurs, will not constitute a substantial reduction of your duties or responsibilities as contemplated in Section 6(h) of the Employment Agreement; and
- 5) Except as expressly provided herein, the Employment Agreement contains the entire understanding between the Company and you with respect to the subject of your employment by the Company.

Please acknowledge your understanding of and agreement to these terms by your execution of a counterpart to this letter.

&nb sp;

Very truly yours,
 LATTICE SEMICONDUCTOR CORPORATION

/s/ Byron W. Milstead
 Byron W. Milstead
 Corp. Vice President, General Counsel and Secretary

Accepted and agreed this 1st day of September, 2010.

/s/ Christopher M. Fanning

