

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D A

Under the Securities Exchange Act of 1934

CIENA CORPORATION
(Name of Issuer)

Common Stock, \$.01 Par Value
(Title of Class of Securities)

171779 10 1
(CUSIP Number)

Margaret Maxwell Zagel
Secretary
Tellabs, Inc.
4951 Indiana Avenue
Lisle, Illinois 60532-1698
(630) 378-8800
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

June 2, 1998
(Date of Event which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box:
().

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(Continued on following pages)

SCHEDULE 13D A

CUSIP No. 171779 10 1

1 NAME OF
REPORTING
PERSON

Tellabs, Inc.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a) () (b) ()

3 SEC USE ONLY

4 SOURCE OF FUNDS

NA

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) or 2(e)

(a) () (b) ()

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

NUMBER OF 7 SOLE VOTING POWER
SHARESBENEFICIALLY 8 SHARED VOTING POWER
OWNED BY EACH 6,913,025*REPORTING 9 SOLE DISPOSITIVE POWER
PERSON WITH10 SHARED DISPOSITIVE POWER
6,913,025*

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

6,913,025*

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES

(a) () (b) ()

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

6.8%

14 TYPE OF REPORTING PERSON

CO

*Reporting Person disclaims beneficial ownership of all shares.

Item 1. Security and Issuer

The class of equity securities to which this Statement relates is the common stock, \$.01 par value per share ("CIENA Common Stock"), of CIENA Corporation, a Delaware corporation ("CIENA"). CIENA's principal executive offices are located at 920 Elkridge Landing Road, Linthicum, Maryland 21090.

Item 2. Identity and Background

This Statement is filed by Tellabs, Inc., a Delaware corporation ("Tellabs"), whose principal business address is 4951 Indiana Avenue, Lisle, Illinois 60532-1698. Tellabs' principal business is to design, manufacture, market and service voice and data transport and network access systems. During the past five years, Tellabs has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), nor has it been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Set forth below are the names, principal occupations and business addresses of the executive officers and directors of Tellabs. With the exception of Jukka Harju, who is a citizen of Finland, each executive officer and director listed below is a citizen of the United States of America. During the past five years, none of the executive officers or directors has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment,

decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Executive Officers of Tellabs:

NAME -----	POSITION WITH TELLABS -----
Michael J. Birck(1)	President, Chief Executive Officer and Director, Tellabs, Inc.
Charles C. Cooney(1)	Vice President, Sales and Service, Tellabs Operations, Inc.
J. Thomas Gruenwald(2)	Vice President, Strategic Resources, Tellabs Operations, Inc.
Peter A. Guglielmi(2)	Executive Vice President, Chief Financial Officer and Treasurer, Tellabs, Inc., and Tellabs Operations, Inc. and Director, Tellabs, Inc.
Jukka Harju(3)	Vice President and General Manager, Tellabs Oy; Vice President, Tellabs International, Inc.
Brian J. Jackman(1)	President, Tellabs Operations, Inc; Executive Vice President and Director, Tellabs, Inc.
J. Peter Johnson(2)	Vice President, Finance and Treasury, Assistant Secretary and Controller, Tellabs, Inc., and Tellabs Operations, Inc.
John C. Kohler(2)	Vice President, Manufacturing, Tellabs Operations, Inc.
Harvey R. Scull(1)	Vice President, Advanced Business Development, Tellabs Operations, Inc.
Richard T. Taylor(1)	Senior Vice President and General Manager, Digital Systems Division, Tellabs Operations, Inc.
John E. Vaughan(1)	President, Tellabs International, Inc.; Executive Vice President, Tellabs, Inc.

Margaret Maxwell Zagel(1) Vice President, General Counsel and
Secretary, Tellabs Operations, Inc.;
Secretary, Tellabs, Inc.

- (1) The business address of this executive officer is 4951 Indiana Avenue, Lisle, Illinois 60532-1698.
- (2) The business address of this executive officer is 1000 Remington Boulevard, Bolingbrook, Illinois 60440
- (3) The business address of this executive officer is Sinikalliontie 7, FIN-02630, Espoo, Finland.

Directors of Tellabs:

NAME	PRINCIPAL OCCUPATION, ADDRESS OF EMPLOYER AND BUSINESS ADDRESS OF DIRECTOR
Michael J. Birck	President and Chief Executive Officer of Tellabs, Inc., 4951 Indiana Avenue Lisle, Illinois 60532-1698.
John D. Foulkes, Ph.D.	Director of Engineering Studies (retired) University of Puget Sound; Professor (retired) University of Washington, 1256 S. Halsey Drive, Coupeville, Washington 98239.
Peter A. Guglielmi	Executive Vice President, Chief Financial Officer and Treasurer, Tellabs, Inc., and Tellabs Operations, Inc., 1000 Remington Boulevard, Bolingbrook, Illinois 60440.
Brian J. Jackman	President, Tellabs Operations, Inc, Executive Vice President, Tellabs, Inc., 4951 Indiana Avenue Lisle, Illinois 60532-1698.
Frederick A. Krehbiel	Chief Executive Officer and Chairman of the Board, Molex Incorporated, 2222 Wellington Court, Lisle, Illinois 60532.
Stephanie Pace Marshall, Ph.D.	President, Illinois Mathematics and Science Academy, 1500 W. Sullivan Road, Aurora, Illinois 60506-1000.
William F. Souders	Chairman and Chief Executive Officer (retired), Emery Air Freight Corporation, formerly Executive Vice President, Xerox Corporation, 100 First Stamford Place, Suite 402, Stamford, Connecticut 06904-2340.

Jan H. Suwinski

Professor of Strategy and Operations
Management-Johnson School, Cornell
University; Executive Vice President
(retired), Opto-Electronics Group, Corning
Incorporated; Chairman (retired) Siecor
Corporation, 451 Sheffield Road, Ithaca,
New York 14850.

Item 3. Source and Amount of Funds or Other Consideration

The Stockholder Agreements described in Item 4 of this Statement were entered into by Tellabs and the Stockholders listed in Item 4 as an inducement to Tellabs to enter into the Merger Agreement described in Item 4. Except as set forth in the preceding sentence, Tellabs has paid no consideration in connection with entering into the Stockholder Agreements.

Item 4. Purpose of Transaction

On June 2, 1998, Tellabs, Inc., a Delaware corporation ("Tellabs"), White Oak Merger Corp., a Delaware corporation and a wholly-owned subsidiary of Tellabs ("Sub"), and CIENA Corporation, a Delaware corporation ("CIENA"), entered into an Agreement and Plan of Merger (the "Merger Agreement"), providing for the merger of Sub with and into CIENA (the "Merger"), with CIENA surviving the Merger and becoming a wholly-owned subsidiary of Tellabs. Pursuant to the Merger Agreement, by virtue of the Merger each outstanding share of CIENA Common Stock will be converted into the right to receive 1.0 share of common stock, \$.01 par value per share, of Tellabs. Pursuant to the Merger Agreement, the directors of Sub immediately prior to the consummation of the Merger will become the directors of CIENA upon the effectiveness of the Merger. At the effective time of the Merger, in accordance with the Merger Agreement, the Third Restated Certificate of Incorporation of CIENA shall be amended to provide that the authorized capital stock of CIENA will be 1,000 shares of CIENA Common Stock and the present Amended and Restated Bylaws of CIENA will remain in effect. It is anticipated that, following the consummation of the Merger, the CIENA Common Stock will be delisted from the Nasdaq National Market and the CIENA Common Stock will be terminated from registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934, as amended. A copy of the Merger Agreement is included as Exhibit 1 hereto and the description of the Merger Agreement contained herein is qualified in its entirety by reference to such exhibit, which is incorporated herein by reference.

Concurrently with the execution of the Merger Agreement, in order to induce Tellabs to enter into the Merger Agreement, Billy Oliver, Patrick Nettles, Jon Bayless, Michael Zak, Harvey Cash, Clifford Higgerson and Stephen Bradley, who are all of the current directors of CIENA and Steve Chaddick and Lawrence Huang, who are key executive officers of CIENA (collectively, the "Stockholders") and who own (or have the right to acquire pursuant to outstanding options) an aggregate of 6,913,025 (approximately 6.8%) of the outstanding shares of CIENA Common Stock, entered into stockholder agreements (the "Stockholder Agreements") with Tellabs.

The Stockholder Agreements provide, among other things, that: (a) at the stockholders meeting of CIENA to be held to approve and adopt the Merger Agreement (or at any adjournment thereof) or in any other circumstances upon which a vote, consent or other approval with respect to the Merger or the Merger Agreement is sought, the Stockholder shall vote (or cause to be voted) the shares of CIENA Common Stock owned by such Stockholder as of the date of the Stockholder Agreement and any other shares of capital stock of CIENA acquired by such Stockholder after the date of the Stockholder Agreement and during the term of the Stockholder Agreement (the "Subject Shares") in favor of the Merger, the adoption of the Merger Agreement and the approval of the terms thereof and each of the other transactions contemplated by the Merger Agreement; (b) at any meeting of stockholders of CIENA or at any adjournment thereof or in any other circumstances upon which the Stockholder's vote, consent or other approval is sought, the Stockholder shall vote (or cause to be voted) the Subject Shares against any amendment of the Third Restated Certificate of Incorporation of CIENA or the Amended and Restated Bylaws of CIENA which amendment would in any manner impede, frustrate, prevent or nullify the Merger, the Merger Agreement or any of the other transactions contemplated by the Merger Agreement or change in any manner the voting rights of any class of capital stock of CIENA; (c) the Stockholder agrees not to (i) sell (with certain limited exceptions), transfer, pledge, assign or otherwise dispose of (including by gift) (collectively, "Transfer"), or enter into any contract, option or other arrangement (including any profit-sharing arrangement) with respect to the Transfer of the Subject Shares to any person

or (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, in relation to the Subject Shares, and agrees not to commit or agree to take any of the foregoing actions; (d) the Stockholder shall not (i) directly or indirectly solicit, initiate, or knowingly encourage the submission of, any Takeover Proposal (as defined in the Merger Agreement) or (ii) directly or indirectly participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or take any other action to facilitate any inquiries or the making of any proposal that constitutes or may reasonably be expected to lead to, any Takeover Proposal; and (e) the Stockholder agrees to use all reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with Tellabs in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Merger and the other transactions contemplated by the Merger Agreement.

The obligations of the Stockholders under the Stockholder Agreements terminate upon the earlier of the termination of the Merger Agreement or the effective time of the Merger.

A copy of the form of Stockholder Agreement entered into between Tellabs and each such Stockholder is filed as Exhibit 2 hereto, and the description of the Stockholder Agreements contained herein is qualified in its entirety by reference to such exhibit, which is incorporated herein by reference.

In connection with the Merger Agreement, Tellabs and CIENA also entered into a Stock Option Agreement, dated as of June 2, 1998 (the "Stock Option Agreement") pursuant to which CIENA granted Tellabs an option to purchase up to 19.9% of CIENA's Common Stock upon the occurrence of certain specified events, including, but not limited to, the acquisition of 20% or more of CIENA's Common Stock by any party other than Tellabs.

Further details regarding the Stock Option Agreement are contained in the copy of the Stock Option Agreement filed as Exhibit 3 hereto and the description of the Stock Option Agreement contained herein is qualified in its entirety by reference to such exhibit, which is incorporated herein by reference.

Item 5. Interest in Securities of the Issuer.

(a) - (c) By reason of the Stockholder Agreements, Tellabs may be deemed to be the beneficial owner of, in the aggregate, 6,913,025 shares (the "Shares") of CIENA Common Stock and may be deemed to have shared power to vote or direct the vote of the Shares or shared power to dispose or direct the disposition of the Shares. The Shares represent approximately 6.8% of the outstanding shares of CIENA Common Stock, based upon the number of shares outstanding as of May 28, 1998. By virtue of the limited nature of the Stockholder Agreements, Tellabs expressly disclaims beneficial ownership of the Shares. Except as described in this Schedule 13D A, neither Tellabs nor, to the best knowledge of Tellabs, any of the persons listed in Item 2 above beneficially owns any shares of CIENA Common Stock. Except as described in this Schedule 13D A, neither Tellabs nor, to the best of its knowledge, any of the persons listed in Item 2 above has effected any transactions in CIENA Common Stock during the past 60 days.

(d) Not applicable.

(e) Not applicable

Item 6. Contracts, Arrangements, Understanding or Relationships with Respect to Securities of the Issuer.

As described in Item 4, Tellabs presently anticipates that it will acquire the entire equity interest in CIENA pursuant to the Merger Agreement.

Other than the Merger Agreement, the Stockholder Agreements and the Stock Option Agreement described in Item 4 and attached as Exhibits to this Statement, to the best knowledge of Tellabs, there are no contracts, arrangements, understandings or relationships (legal or otherwise) between the persons listed in Item 2 of this Statement and any person with respect to CIENA Common Stock.

Item 7. Material to be Filed as Exhibits.

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- 1 Agreement and Plan of Merger dated as of June 2, 1998 among Tellabs, Inc., White Oak Merger Corp. and CIENA Corporation (Incorporated by reference to Exhibit 2.2 of Tellabs, Inc.'s Current Report on Form 8-K (filed on June 4, 1998)).
 - 2 Form of Stockholder Agreement dated as of June 2, 1998 entered into between Tellabs, Inc. and certain stockholders of CIENA Corporation (including a schedule listing each such stockholder and the number of shares of common stock of CIENA Corporation owned by such stockholder as set forth in the Stockholder Agreement entered into by such stockholder).
 - 3 Stock Option Agreement between Tellabs, Inc. and CIENA Corporation dated June 2, 1998 (incorporated by reference to Exhibit 2.3 of Tellabs, Inc.'s Current Report on Form 8-K (filed on June 4, 1998)).

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

TELLABS, INC.

Dated: July 9, 1998

By: /s/ Margaret Maxwell Zagel

Margaret Maxwell Zagel
Secretary

EXHIBIT INDEX

Exhibit No. Description

- 1 Agreement and Plan of Merger dated as of June 2, 1998 among Tellabs, Inc., White Oak Merger Corp. and CIENA Corporation (Incorporated by reference to Exhibit 2.2 of Tellabs, Inc.'s Current Report on Form 8-K (filed on June 4, 1998)).
- 2 Form of Stockholder Agreement dated as of June 2, 1998 entered into between Tellabs, Inc. and certain stockholders of CIENA Corporation (including a schedule listing each such stockholder and the number of shares of common stock of CIENA Corporation owned by such stockholder as set forth in the Stockholder Agreement entered into by such stockholder).
- 3 Stock Option Agreement between Tellabs, Inc. and CIENA Corporation dated June 2, 1998 (incorporated by reference to Exhibit 2.3 of Tellabs, Inc.'s Current Report on Form 8-K (filed on June 4, 1998)).

FORM OF STOCKHOLDER AGREEMENT

STOCKHOLDER AGREEMENT, dated as of June 2, 1998 (this "Agreement"), by the undersigned stockholder (the "Stockholder") of CIENA Corporation, a Delaware corporation (the "Company"), for the benefit of Tellabs, Inc., a Delaware corporation ("Parent").

RECITALS

WHEREAS, Parent, White Oak Merger Corp., a Delaware corporation and a direct wholly owned subsidiary of Parent ("Sub"), and the Company are entering into an Agreement and Plan of Merger, dated as of June 2, 1998 (the "Merger Agreement"), whereby, upon the terms and subject to the conditions set forth in the Merger Agreement, each issued and outstanding share of Common Stock, par value \$.01 per share, of the Company ("Company Common Stock"), not owned directly or indirectly by Parent or the Company, will be converted into shares of Common Stock, par value \$.01 per share, of Parent ("Parent Common Stock");

WHEREAS, the Stockholder owns of record and/or holds stock options to acquire (whether or not vested) that number of shares of Company Common Stock appearing on the signature page hereof (such shares of Company Common Stock, together with any other shares of capital stock of the Company acquired by such Stockholder after the date hereof and during the term of this Agreement, being collectively referred to herein as the "Subject Shares"); and

WHEREAS, as a condition to its willingness to enter into the Merger Agreement, Parent has required that the Stockholder agree, and in order to induce Parent to enter into the Merger Agreement the Stockholder has agreed, to enter into this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, the Stockholder agrees as follows:

1. Covenants of Stockholder.

Until the termination of this Agreement in accordance with Section 4, Stockholder agrees as follows:

- (a) At the Company Stockholder Meeting (or at any adjournment thereof) or in any other circumstances upon which a vote, consent or other approval with respect to the Merger and the Merger Agreement is sought, the Stockholder shall vote (or cause to be voted) the Subject Shares in favor of the Merger, the adoption of the Merger Agreement and the approval of the terms thereof and each of the other transactions contemplated by the Merger Agreement.
- (b) At any meeting of stockholders of the Company or at any adjournment thereof or in any other circumstances upon which the Stockholder's vote, consent or other approval is sought, the Stockholder shall vote (or cause to be voted) the Subject Shares against any amendment of the Company's Third Restated Certificate of Incorporation, as amended, or Amended and Restated By-Laws involving the Company or any of its Subsidiaries, which amendment would in any manner impede, frustrate, prevent or nullify the Merger, the Merger Agreement or any of the other transactions contemplated by the Merger Agreement or change in any manner the voting rights of any class of capital stock of the Company. The Stockholder further agrees not to commit or agree to take any action inconsistent with the foregoing.
- (c) The Stockholder agrees not to (i) sell (except to the extent set forth in Annex A hereto), transfer, pledge, assign or otherwise dispose of (including by gift) (collectively, "Transfer"), or enter into any contract, option or other arrangement (including any profit-sharing arrangement) with respect to the Transfer of the Subject Shares to any person or (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, in relation to the Subject Shares, and agrees not to commit or agree to take any of the foregoing actions.

- (d) The Stockholder shall not, nor shall the Stockholder permit any affiliate, director, officer, employee, investment banker, attorney or other advisor or representative of the Stockholder to, (i) directly or indirectly solicit, initiate or knowingly encourage the submission of, any Takeover Proposal or (ii) directly or indirectly participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or take any other action to facilitate any inquiries or the making of any proposal that constitutes or may reasonably be expected to lead to, any Takeover Proposal.
- (e) The Stockholder shall use the Stockholder's reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with Parent in doing, all things necessary, proper or advisable to support and to consummate and make effective, in the most expeditious manner practicable, the Merger and the other transactions contemplated by the Merger Agreement.

2. Representations and Warranties.

The Stockholder represents and warrants to Parent as follows:

- (a) The Stockholder is the record and beneficial owner of, and has good and marketable title to, the Subject Shares. The Stockholder does not own, of record or beneficially, any shares of capital stock of the Company other than the Subject Shares. The Stockholder has the sole right to vote, and the sole power of disposition with respect to, the Subject Shares, and none of the Subject Shares is subject to any voting trust, proxy or other agreement, arrangement or restriction with respect to the voting or disposition of such Subject Shares, except as contemplated by this Agreement.
- (b) This Agreement has been duly executed and delivered by the Stockholder. Assuming the due authorization, execution and delivery of this Agreement by Parent, this Agreement constitutes the valid and binding agreement of the Stockholder enforceable against the Stockholder in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application which may affect the enforcement of creditors' rights generally and by general equitable principles. The execution and delivery of this Agreement by the Stockholder does not and will not conflict with any agreement, order or other instrument binding upon the Stockholder, nor require the

Stockholder to make or obtain any regulatory filing or approval other than filings, if any, required pursuant to the Securities Exchange Act of 1934, as amended.

3. Affiliate Letter.

The Stockholder agrees to execute and deliver on a timely basis an Affiliate Letter in the form of Exhibit 5.5(a) to the Merger Agreement, when and if requested by Parent.

4. Termination.

The obligations of the Stockholder hereunder shall terminate upon the earlier of the termination of the Merger Agreement pursuant to Section 7.1 thereof or the Effective Time.

5. Further Assurances.

The Stockholder will, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as Parent may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.

6. Successors, Assigns and Transferees Bound.

Any successor, assignee or transferee (including a successor, assignee or transferee as a result of the death of the Stockholder, such as an executor or heir) shall be bound by the terms hereof, and the Stockholder shall take any and all actions necessary to obtain the written confirmation from such successor, assignee or transferee that it is bound by the terms hereof.

7. Remedies.

The Stockholder acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by it, and that any such breach would cause Parent irreparable harm. Accordingly, the Stockholder agrees that in the event of any breach or threatened breach of this Agreement, Parent, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

8. Severability.

The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement in such jurisdiction, or the validity or enforceability of any provision of this Agreement in any other jurisdiction. If in the opinion of Parent's independent accountants, any provision hereof would cause the Merger to be ineligible for "pooling of interest" accounting treatment, it shall be deemed to be ineffective and inapplicable.

9. Amendment.

This Agreement may be amended only by means of a written instrument executed and delivered by both the Stockholder and Parent.

10. Governing Law.

This Agreement shall be governed by, and construed in accordance in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

11. Capitalized Terms.

Capitalized terms used in this Agreement that are not defined herein shall have such meanings as set forth in the Merger Agreement.

12. Counterparts.

For the convenience of the parties, this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. No limitation on Actions of the Stockholder as Director.

In the event the Stockholder is a director of the Company, notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended or shall be construed to require the Stockholder to take or in any way limit any action that the Stockholder may take to discharge the Stockholder's fiduciary duties as a director of the Company.

[_____]*
Name:

Number of shares of Company Common
Stock owned on the date hereof:

Accepted and Agreed to
as of the date set forth above:

TELLABS, INC.

By:
Name:
Title:

The following ANNEX A should be
attached to Stockholder Agreements signed by:

Lawrence Huang
Steve Chaddick

ANNEX A

The stockholder may sell up to ten (10) percent of the Subject Shares in compliance with applicable laws and subject to the Affiliate Letter referred to in Section 3 of this Agreement.

The following ANNEX A should be
attached to Stockholder Agreements signed by:

Patrick Nettles
Jon Bayless
Stephen Bradley
Harvey Cash
Billy Oliver
Clifford Higginson
Michael Zak

ANNEX A

Stockholder may not sell any of the Subject Shares.

Schedule

List of Parties to the Stockholder Agreements and Shares Held as Described in Exhibit 2 to this Schedule 13D A

Stockholder -----	Shares Currently Owned(1) -----
Jon Bayless	181,794
Stephen Bradley	30,000
Harvey Cash	177,500
Steve Chaddick	1,025,250(2)
Clifford Higgerson	286,658
Lawrence Huang	1,001,250(2)
Patrick Nettles	3,927,010
Billy Oliver	72,500
Michael Zak	211,063

- (1) The number of shares includes stock options and is as reported by each stockholder in his respective Stockholder Agreement.
- (2) Messrs. Chaddick and Huang have the right to sell up to ten (10) percent of the Subject Shares subject to complying with applicable laws and their Affiliate Letter.